



RESIDENTIAL CONTRACT OF PURCHASE AND SALE

I/We _____
(Full Names of Buyer(s): herein called **Buyer**)

of _____
(Address) Business Tel: _____
Residence Tel: _____
Call Display: YES NO

having inspected the real property hereinafter described, **HEREBY OFFER TO PURCHASE** from

_____ (Full Names of Seller(s): herein called **Seller**)

of _____
(Address) Business Tel: _____
Residence Tel: _____
Call Display: YES NO

the following described property: _____
(Legal description or description of mobile home on leased land)

having the following civic address: _____

Mines and minerals included Mines and minerals excluded

subject to the reservations and exceptions appearing in the existing Certificate of Title and free and clear of all encumbrances except such encumbrances as are hereinafter expressly accepted, for the sum of _____ DOLLARS, paid as follows:

\$ _____	Deposit by cheque <input type="checkbox"/> , cash <input type="checkbox"/> , to solicitor in trust
\$ _____	By new mortgage
\$ _____	By assumption of existing mortgage or agreement for sale, held by
\$ _____	By other financing or other conditions
\$ _____	Balance of cash to be paid, subject to adjustments herein provided, to the Seller's solicitor,
\$ _____	_____ days before completion date.
\$ _____	TOTAL

The Buyer acknowledges that taxes, tax credits, mortgage payments and mortgage interest rates (if applicable) may be subject to revision.

This Offer is subject to the following conditions:

1. CONDITIONS

- (a) The Buyer obtaining approval of a mortgage on the above property in the amount and rate as set forth. The Buyer agrees to make every reasonable effort to obtain such mortgage approval on or before the ___ day of _____, _____
- (b) Subject to the following additional conditions: _____
- (c) For condominiums, this offer is subject to the Buyer approving Schedule "C" on or before _____

2. INTEREST

The Buyer agrees to pay to the Seller interest at the rate of _____% per annum, on any portion of the purchase price, less mortgages or other encumbrances assumed, not received by the Seller, his/her solicitor or agent, as at possession date, such interest to be calculated until monies are paid to the Seller or his/her agents, but the within Contract is conditional upon payment in full being made no later than _____, but the deadline may be extended at the seller's discretion.

3. POSSESSION DATE

This transaction of purchase and sale shall be completed and closed on or before twelve noon the _____ day of _____, _____, herein referred to as the date of "completion" or "possession date" on which date the Buyer shall have possession, vacant or subject to the following tenancy, namely: (if no tenancy, state "NONE") _____

4. ADJUSTMENTS

Adjustments re: taxes, rents, insurance, utilities, expenses and other income and outgoing to be made as at possession date, or as follows: _____

5. INCLUSIONS

The Seller warrants that all items are free from encumbrances and shall be and remain as is at the date of acceptance of this Offer and at the cost of the Seller, including insurance coverage and condominium fees until adjustment date. All existing blinds, awnings, screen doors and windows, attached floor coverings, drapery tracks, curtain rods and brackets, electrical, plumbing and heating fixtures and attachments, furnace, T.V. antenna, trees and shrubbery (Delete items not applicable), including the following:

are owned by the Seller and conveyed to the Buyer under this contract. Water heater included , not included ; water softener included , not included ; sump pump included , not included ; storage shed included , not included

6. COSTS

The Seller and Buyer agree to prepare and execute promptly any documents required to complete this transaction. The Seller shall pay for the preparation of the Transfer of Title and the Buyer shall pay for the registration of the Transfer of Title under *The Land Titles Act*. In the event that there is more than one set-up or surrender of title, then the responsible party shall pay any additional costs. The Seller shall pay all costs of discharging any existing mortgage or other encumbrances against the property, not assumed by the Buyer. The costs related to any mortgage or other financing of the purchase price, other than an Agreement for Sale, shall be paid by the Buyer. Costs of any Agreement for Sale shall be borne equally by the Buyer and Seller.

7. DEPOSIT

If this Offer is not accepted, the entire deposit and any other monies paid, without interest, shall forthwith be returned to the Buyer. If every reasonable effort is made to fulfil or perform all of the conditions in this Offer and the conditions cannot be reasonably fulfilled or performed, the entire deposit and any other monies paid shall be forthwith returned to the Buyer and this contract shall be null and void. If this Offer is accepted and the Buyer fails to execute any required conveyance or formal documents when prepared, or fails to pay any required cash payment or comply with any of the terms in this contract, this contract shall be void at the Seller's option and the Buyer agrees that the said deposit shall be forfeited to the Seller.

8. CANADIAN RESIDENTS

The Seller certifies that he is a resident of Canada as defined under the provisions of Section 116 of the *Income Tax Act*, and that he will provide satisfactory evidence of such residency.

9. NO WARRANTIES

It is understood and agreed that there are no other representations, warranties, guarantees, promises or agreements other than those contained in this contract and the Buyer hereby agrees to purchase the above described property as it stands at the price and terms and subject to the conditions above set forth. **Time shall be the essence of this Offer/Contract.**

10. COUNTERPARTS AND FACSIMILE

This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered (which may include delivery by facsimile transmission and the reproduction of signatures by facsimile transmission) will be treated as binding as if originals, and which, if taken together, shall constitute one and the same instrument.

11. BINDING CONTRACT

This Offer and Acceptance shall constitute a binding Contract of Purchase and Sale and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

DATED at Weyburn, Saskatchewan, this _____ day of _____, _____.

SIGNED, SEALED AND DELIVERED in the presence of:

(Witness) _____ (Buyer) _____

(Witness) _____ (Buyer) _____

I/WE, THE SELLER(S), ACCEPT THE TERMS OF THE WITHIN OFFER MADE BY THE BUYER(S).

DATED at Weyburn, Saskatchewan, this _____ day of _____, _____.

SIGNED, SEALED AND DELIVERED in the presence of:

(Witness) _____ (Seller) _____

(Witness) _____ (Seller) _____