

# RESIDENTIAL REAL ESTATE PURCHASE CONTRACT

## THIS CONTRACT IS BETWEEN

**THE SELLER**

**AND**

**THE BUYER**

**NAME** VENTURES NORTH DEVELOPMENT INC. **NAME** \_\_\_\_\_

**NAME** \_\_\_\_\_

### 1. THE PROPERTY

- 1.1 The Property is the vacant Land, in a project called Bridlewood Mews located at:  
Municipal Address: # \_\_\_\_\_, **55108 RR 15, LAC STE. ANNE COUNTY, AB T0E 1V0.**
- 1.2 The Legal Description of the Property is: **LOT** \_\_\_\_\_, **BLOCK** \_\_\_\_\_, **PLAN 102 6113.**
- 1.3 The purchase price includes no Unattached Goods (chattels). Attached Goods (fixtures) included are: Solar powered driveway lamps and posts. The Buyer acknowledges that the fixtures may be erected before or after the Closing Date of this transaction and agrees to allow the Seller access to the Property for this purpose.
- 1.4 Unless otherwise agreed to in writing, title will be free and clear of all encumbrances, registrations and obligations except the following:
  - a. those implied by law;
  - b. non-financial obligations now on title such as easements, utility rights-of-way, covenants and conditions that are normally found registered against property of this nature and which do not affect the saleability of the Property;
  - c. homeowners' association caveats, encumbrances and similar registrations;
  - d. Restrictive Covenant containing design standards, a draft copy of which is attached to this Contract; and
  - e. those items which the Buyer agrees to assume in this Contract.

### 2. THE TRANSACTION

- 2.1 The Buyer and the Seller agree to act cooperatively, reasonably, diligently and in good faith.
- 2.2 Other than the Deposits, the Buyer shall pay the Purchase Price by certified cheque, lawyer's trust cheque or bank draft as follows:

\$ \_\_\_\_\_ PURCHASE PRICE

\$ \_\_\_\_\_ GOODS AND SERVICES TAX (GST)

\$ \_\_\_\_\_ **TOTAL PURCHASE PRICE INCLUDING GST**

\$ \_\_\_\_\_ **INITIAL DEPOSIT (5% OF PURCHASE PRICE)**

\$ \_\_\_\_\_ **ADDITIONAL DEPOSIT (5% OF PURCHASE PRICE)**

**INITIALS**

\$ \_\_\_\_\_ NEW FINANCING

\$ \_\_\_\_\_ OTHER VALUE

\$ \_\_\_\_\_ BALANCE OWING (subject to adjustments)

**3. DEPOSITS**

- 3.1 All Deposits shall be delivered in trust to Kennedy Agrios LLP in Edmonton, Alberta (the "Seller's lawyer").
- 3.2 The Initial Deposit shall be deposited no later than the second Business Day following the date of acceptance of this offer by the Seller. The Additional Deposit shall be deposited no later than the second Business Day following the date of removal of all conditions in favor of the Buyer.
- 3.3 Unless otherwise agreed to in writing, no interest on the Deposits will be paid to the Buyer.
- 3.4 The Deposits shall be held in trust for both the Seller and the Buyer and shall be:
  - a. refunded forthwith to the Buyer if this offer is not accepted;
  - b. refunded forthwith to the Buyer upon the Buyer's cheque clearing the Seller's lawyer's trust account if a condition is not satisfied or waived (as per clause 8) or the Seller fails to perform this Contract; and
  - c. forfeited to the Seller if this offer is accepted and all conditions are satisfied or waived and the Buyer fails to perform on this Contract.
- 3.5 If there is a dispute between the Seller and the Buyer as to entitlement to the Deposits then:
  - a. the Seller's lawyer shall review the circumstances, determine entitlement and pay the money to the party who is entitled to the Deposit;
  - b. the Seller's lawyer acting in good faith under this clause shall not be liable to either party for any damages associated with the handling of the Deposit, except arising from the negligence of the Seller's lawyer.

**4. CLOSING**

- 4.1 Unless otherwise agreed to in writing, this Contract will be completed, the Purchase Price will be paid in full and vacant possession will be available by noon on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, (the "Completion Date"). When the Buyer obtains possession, the Property will be in substantially the same condition as it was in when the Contract was accepted.
- 4.2 Items which are normally adjusted for, such as real estate taxes, amortized local improvement levies, utilities, and homeowners' association fees will be assumed by the Buyer and will be adjusted as of 24:00 hours on the Completion Date.
- 4.3 The Seller and the Seller's lawyer will deliver normal closing documents to the Buyer's lawyer upon reasonable conditions consistent with the terms of this Contract. The Buyer must have a reasonable period of time before the Completion Date to confirm registration of documents at the Land Titles Office and to obtain the advance of proceeds for any New Financing and Other Value.
- 4.4 If the Seller fails to deliver the closing documents according to clause 4.3, then payment of the Purchase Price and Interest will be postponed until the Buyer has received the closing documents and has a reasonable period of time to register them.
- 4.5 If the Seller agrees in writing to accept late payment of the Purchase Price, then the Buyer will pay interest to the Seller calculated daily from and including the Completion Date to (but excluding) the day the Seller is paid in full. Payment received after noon on any day will be payment as of the next Business Day. Interest means the prime lending rate of the Province of Alberta Treasury Branches at the Completion Date plus 3%.
- 4.6 The Seller's lawyer may use the Purchase Price to pay out all mortgages, registrations and other financial obligations that are the Seller's obligation to discharge. Within a reasonable period of time after the Completion Date, the Seller's lawyer will provide the Buyer's lawyer with evidence of all discharges including, where required, a certified copy of the certificate of title.
- 4.7 The Seller will pay the costs to prepare the closing documents and to prepare, register and discharge any Seller's caveat based on this Contract.
- 4.8 The Buyer will pay the costs to prepare, register and discharge any Buyer's caveat based on this Contract, and to register the transfer of land.

**INITIALS**

4.9 Notwithstanding the closing provisions in this Contract, the parties authorize their lawyers to follow, if appropriate, the Law Society of Alberta Conveyancing Protocol in the closing of this transaction.

**5. RISK**

5.1 All buildings on the Property and all other items included in the Purchase Price will be, and remain, at the risk of the Seller until 12:01am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.

**6. WARRANTIES AND REPRESENTATIONS**

- 6.1 The Seller represents and warrants to the Buyer that:
  - a. the Seller has the legal right to sell the Property;
  - b. the Attached Goods are or on closing will be in normal working order and are free and clear of all encumbrances;
  - c. the Seller is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada); and
  - d. the current use of the Land and Buildings complies with the existing municipal land use bylaw.
- 6.2 All of the warranties contained in this Contract and any attached Schedules are made as of and will be true at the Completion Date, unless otherwise agreed in writing.
- 6.3 The representations and warranties in this Contract may be enforced after the Completion Date, provided that any legal action is commenced within the time limits prescribed by the *Limitations Act* (Alberta).
- 6.4 The Seller and the Buyer each acknowledge that, except as otherwise described in this Contract, there are **no other warranties, representations or collateral agreements** made by or with the other party about the Property, any neighboring lands, and this transaction, including any warranty, representation or collateral agreement relating to the size/measurements of the Land and Buildings or the existence or non-existence of any environmental condition or problem.

**7. ADDITIONAL TERMS**

- 7.1 All time periods, deadlines and dates in this Contract shall be strictly followed and enforced. All times will be Alberta time unless otherwise stated.
- 7.2 This Contract is for the benefit of and shall be binding upon the heirs, executors, administrators and assigns of the individual parties and the successors and assigns of corporate parties.
- 7.3 All changes of number and gender shall be made where required.
- 7.4 This Contract shall be governed by the laws of the Province of Alberta. The parties submit to the jurisdiction of the Courts in the Province of Alberta in any dispute that may arise out of this transaction.
- 7.5 Additional terms of sale (if any):

---



---



---

**8. CONDITIONS**

- 8.1 **The Buyer's Conditions are:**
  - 1. Subject to a satisfactory review of this Contract by the Buyer's Lawyer by \_\_\_\_\_, 20 \_\_\_\_.
  - 2. Subject to the Buyer arranging financing on satisfactory terms and conditions by \_\_\_\_\_, 20 \_\_\_\_.
  - 3. \_\_\_\_\_

(which dates are referred to collectively as the "Condition Date").

INITIALS

**8.2 The Seller's Conditions are:**

1. Subject to a satisfactory review of this Contract by the Seller's Lawyer by \_\_\_\_\_, 20 \_\_\_\_.

(which date is referred to as the "Condition Date").

8.3 Unless otherwise agreed to in writing, the Buyer's Conditions are for the sole benefit of the Buyer and the Seller's Conditions are for the sole benefit of the Seller.

8.4 The Buyer and the Seller may unilaterally waive or satisfy their Conditions by giving written Notice to the other party (the "Notice") on or before the stated Condition Date.

8.5 Provided that the Buyer or the Seller, as the case may be, uses reasonable efforts to satisfy the Condition(s), if the Notice has not been given on or before the stated Condition Date, then this Contract is considered null and void.

**9. REMEDIES/DISPUTES**

9.1 If the Seller or the Buyer fails or refuses to complete this Contract according to its terms, then the other party may pursue all available remedies. The Seller's remedies include keeping the Deposits and claiming additional damages. Both the Seller and the Buyer can claim reasonable costs including legal fees and disbursements on a solicitor/client full indemnity basis.

9.2 If the Seller must restore title to the Property, enforce a lien against the Property or regain possession of the Property due to the Buyer's default, then the Buyer will pay the Seller's reasonable costs including legal fees and disbursements on a solicitor/client full indemnity basis.

**10. ADVICE/DISCLOSURE**

10.1 This Contract is intended to create binding legal obligations. The Seller and the Buyer should read this Contract carefully and are encouraged to obtain legal advice before signing.

10.2 The Buyer is advised to verify the dimensions of the Property and conduct all due diligence they deem necessary or appropriate under the circumstances.

10.3 This Contract may be signed and sent by facsimile and this procedure will be as effective as signing and delivering an original copy.

10.4 This Contract may be signed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same Contract.

**11. DEFINITIONS**

11.1 In this Contract:

a. **Business Day** means a day when the Schedule "A" chartered banks are open for business.

b. **Completion Date** means the date described in clause 4.1.

c. **Deposits** mean the Initial Deposit plus all Additional Deposits.

d. **Unless otherwise agreed to in writing** means a written agreement by letter or otherwise between the Seller or the Seller's lawyer and the Buyer or the Buyer's lawyer.

**12. NOTICE**

12.1 For the purposes of giving and receiving any notice referred to in this Contract, and for acceptance of an offer to purchase, communication must be in writing and must be delivered to the address or faxed to the number described below:

**Seller's Information**

**Seller's Address:** c/o 12968 – 21A Avenue, Surrey, BC V4A 8H5

**Phone:** 780-967-4797

**Fax:** 1-866-810-7293

**INITIALS**

**Buyer's Information**

**Buyer's Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**13. OFFER**

13.1 The Buyer offers to buy the Property for the Purchase Price according to the terms of this Contract.

13.2 This offer/counter-offer shall be open for acceptance in writing until \_\_\_\_\_ o'clock \_\_\_\_m on \_\_\_\_\_, 20 \_\_\_\_ and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, this will be a binding Real Estate Purchase Contract on the terms and conditions set forth.

SIGNED AND DATED AT \_\_\_\_\_ ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
WITNESS BUYER PRINT BUYER'S NAME

\_\_\_\_\_  
WITNESS BUYER PRINT BUYER'S NAME

**14. ACCEPTANCE**

14.1 The Seller accepts the Buyer's offer and agrees to sell the Property for the Purchase Price according to the terms and conditions set forth in this Contract.

SIGNED AND DATED AT \_\_\_\_\_ ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

AUTHORIZED SIGNATORY FOR  
VENTURES NORTH DEVELOPMENT INC.:

Per: \_\_\_\_\_

**INITIALS**