

**OFFER TO PURCHASE**  
(a commercial land)

**FROM:** .....  
.....  
.....  
(hereinafter referred to as the "Offeror")

**O1**  
**TO:** .....  
.....  
.....  
(hereinafter referred to as the "Seller")  
(the Offeror and the Seller hereinafter collectively referred to as the "Parties")

**PREAMBLE**

WHEREAS the Offeror wishes to purchase from the Seller a commercial land, subject to the following terms and conditions;

WHEREAS the Offeror wishes to confirm his offer to purchase in writing;

WHEREAS the Offeror is vested with the powers and duly qualified to enter into and perform this offer to purchase;

**NOW THEREFORE, THE OFFEROR HERETO DECLARES AS FOLLOWS:**

**1.00 PREAMBLE**

The preamble hereto shall form an integral part hereof.

**O2 2.00 OBJECT**

Subject to the express condition that the Seller observes, respects and conforms with all clauses, conditions and stipulations herein, the Offeror offers to purchase from the Seller the building (including the structures, fixtures and plants erected on the site) which complete designation and address read as follows:

.....  
(hereinafter referred to as the "Land").

**3.00 CONSIDERATION**

**O3 3.01 Purchase Price**

The total purchase price shall be ..... dollars (\$.....).

**O4 3.02 Terms and Conditions of Payment**

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The aforesaid purchase price shall be payable as follows:

**a) Initial Deposit**

The Offeror remits, together with this Offer to Purchase, a cheque payable to ..... Notary (hereinafter referred to as the "Instrumenting Notary") in trust in the amount of ..... dollars (\$.....), as initial deposit and cashable if this Offer to Purchase is accepted by the Seller. \$.....

**b) Taking over the Existing Hypothec(s)**

The Offeror shall take over the following hypothec(s), for the benefit of the Seller:  
..... \$.....  
..... \$.....  
..... \$.....

**c) Cash Payment**

When signing the Sale Agreement, the Offeror shall pay the sum of ..... dollars (\$.....) dollars by certified cheque payable to the Instrumenting Notary in trust. \$.....

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**d) Balance of Sale Price**

The Offeror shall pay to the Seller the balance of sale price, in the amount of ..... dollars (\$.....), bearing interest at the rate of ..... per cent (.....%) annually, from the date of signing the Sale Agreement and payable as follows: .....

This balance of sale price may be paid at any time, in whole or in part, without any penalty. In addition, it shall be guaranteed by a hypothec and a right of resolution. \$.....

**TOTAL:** \$.....

**4.00 SPECIAL PROVISIONS**

**4.01 Applicable Taxes**

The total purchase price of the Land shall include all taxes due under any fiscal law.

**4.02 Representations and Guarantees of the Seller**

In accepting this Offer to Purchase, the Seller represents and guarantees the following to the Offeror. In addition, the Seller acknowledges that every one of the said representations and guarantees are conditions without which the Offeror would not contract. Also, the said representations and guarantees shall be veracious at the time of signing the Sale Agreement.

- a) The Seller is the sole owner of the Land;
- b) The Seller has the right and the capacity to own the Land and can freely dispose of it;
- c) The Seller is not involved in any agreement which could affect his rights as to the Land;
- d) The Land is free and clear of all hypothecs, claims, sureties, assignments, seizures or other whatever obligations which could encumber it, save and except: ....., which shall be paid out from the sale price amount and cancelled or taken over as mentioned above;
- e) The hypothecs which the Offeror proposes to take over are transferable and the written authorizations of the concerned creditors shall be obtained by the Seller prior to the signing of the Sale Agreement;

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