

**(BUILDER)**  
**AGREEMENT FOR SALE**

This Agreement made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_ 2009

BETWEEN:

101099683 Saskatchewan Ltd.  
(hereinafter called the "Vendor")

AND:

\_\_\_\_\_  
of the City/Town of \_\_\_\_\_  
in the Province of \_\_\_\_\_  
(hereinafter called the "Purchaser")

WITNESSETH that the parties hereto agree as follows:

1. In this Agreement:
  - a) "Cash Purchase Price" means the downpayment as set out in Clause 2(a) together with the cash balance set out in Clause 2(b); and
  - b) "Total Purchase Price" means the amounts set out in Clause 2.

2. The Vendor agrees to sell to the Purchaser, who agrees to buy from the Vendor, the land described as follows:

Parcel Number:

Title Number:

Legal:

Civic:

(hereinafter referred to as the "Land")

for the Cash Purchase Price of \$\_\_\_\_\_ plus Goods and Services Tax in the amount of \$\_\_\_\_\_ to be paid as follows:

- a) a minimum down payment of 20% on the total purchase price plus GST to be paid upon execution of this agreement.
- b) the remainder of the purchase price shall be paid on possession date to the Vendor's solicitor, Burlingham Cuelenaere Legal Prof. Corp.

3. This Agreement is subject to the following conditions: *(delete inapplicable paragraphs)*:
- (a) the Purchasers must obtain unconditional written approval of a mortgage on the above lot on or before \_\_\_\_\_;

If the above condition has not been fulfilled, performed or waived as of the date provided, then the deposit shall be returned immediately to the Purchaser and this Agreement shall be null and void.

4. Interest shall be paid by the Purchaser on any part of the Cash Purchase Price unpaid hereunder at the rate of the Overnight Bank of Canada target rate plus 4% per annum from the date of possession. Such interest shall be paid at the same time and place as the principal herein provided for, and all interest on becoming due shall bear interest at the rate aforesaid.

5. The Purchaser covenants with the Vendor that he will pay to the Vendor the said Cash Purchase Price together with interest thereon at the rate and in the manner herein provided plus Goods and Services Tax.

6. The Purchaser shall pay all municipal property taxes, levies and assessments from possession date.

7. Possession date shall be \_\_\_\_\_.

8. Upon payment of the Cash Purchase Price, interest and Goods and Services Tax by the Purchaser as herein provided and the observance and performance of all covenants and conditions to be observed and performed by the Purchaser, the Vendor covenants to deliver to the Purchaser a Transfer Authorization under The Land Titles Act, 2000 in favour of the Purchaser subject to the conditions and reservations contained in the original grant from the Crown and subject to those reservations and encumbrances shown on the Title Picture and subsisting on the day of the date hereof.

9. The Purchaser covenants and agrees that any agreement made between the Purchaser and any other party in contravention or conflict with the declaration made by the Purchaser and dated the \_\_\_ day of \_\_\_\_\_2009, which declaration is attached hereto and forms part of this Agreement, shall render this Agreement null and void.
10. Time shall in all respects be of the essence of this Agreement.
11. All buildings erected on the Land shall become part of the freehold and shall be at the sole risk of the Purchaser.
12. This Agreement shall not be assigned by the Purchaser unless the prior written consent of the Vendor has been obtained.
13. If the Purchaser makes default in payment of any sum payable hereunder or in the performance of any of the covenants, provisos, or conditions contained in this Agreement and the Vendor seeks by action in court to cancel this Agreement or have foreclosed the interest in the Land acquired by the Purchaser, the Purchaser shall have no right to repayment of any sum paid by him hereunder, but the Vendor shall have the right to retain the same, and it is agreed that, in that event, the amount paid hereunder by the Purchaser shall be deemed to be liquidated damages payable to the Vendor consequent upon such default, and not a penalty, and the Vendor shall in any action to cancel this Agreement be entitled to recover costs from the Purchaser on a solicitor-client basis.
14. The Purchaser covenants and agrees not to suffer or permit any liens or encumbrances to be registered against the Land until such time as the Land is transferred to them.
15. The Purchaser further agrees to grant to 101099683 Saskatchewan Ltd., Saskatchewan Telecommunications, Saskatchewan Power Corporation, SaskEnergy Incorporated and any utility agency any easements which may be required by any or all of the said agencies at no cost.

16. The Purchaser agrees to buy the Land as it presently is and that there is no representation, warranty, collateral agreement or condition with respect to the land or affecting this Agreement except as otherwise expressed in this Agreement.

17. The dwelling shall be completed within 2 years of the date of this Agreement as evidenced by a completed final inspection by the Town of Warman.

18. In the event that the purchaser wishes to purchase multiple lots, the corporation must choose lots as follows:

1 Lot – your choice of Lot B or Lot C as availability permits

2 Lots – your choice except that purchaser is limited to only 1 Lot A

3 Lots – your choice except that purchaser is limited to only 1 Lot A

Land must be purchased in multiple of 2 or 3 lots if more than 1 lot is purchased. In the event that adjacent lots are purchased, the Purchaser agrees not to build the same dwelling on adjacent lots.

19. The Purchaser agrees to construct a dwelling on the Land in accordance with the following development controls:

- (a) no building to be constructed on any lots having an above grade floor area (excluding attached decks, patios and garages) less than 1200 square feet in total over above grade floors in the case of a bungalow, bi-level or split level home and not less than 1600 square feet in total over above grade floors in the case of a two storey home;
- (b) all homes must be constructed with a double wide attached garage and constructed at the same time that the house is built. No deviations without prior approval from 101099683 Saskatchewan Ltd. who reserves the right to approve any deviation;
- (c) minimum of two major exterior cladding materials on all homes. Walls clad in a single material are not permitted. Permitted materials may include natural stone, brick, cultured stone, cement based stucco, wood or vinyl siding. In the case of wood or vinyl siding, two significantly different material patterns are acceptable.
- (d) Architectural shingles, 25-30 year warranty are to be used;
- (e) Any deviations from the restrictions set out herein must be preapproved by 101099683 Saskatchewan Ltd. prior to construction.

- (f) Purchasing party to obtain an approved building permit within one year from date of lot purchase
- (g) Landscaping of lot must be completed within one year from the date of building completion
- (h) Driveways (paved or stone) to be completed one year from the date the building permit was issued
- (i) All construction shall be with new material only and all buildings must be constructed on site. No pre-erected buildings/mobile homes/ready-to-move homes or other prefabricated homes or buildings shall be allowed on the lot.

In the event that a Purchaser wishes to build in deviation from the restrictions set out herein, prior approval must be obtained from the Vendor. The Purchaser acknowledges and agrees that if the dwelling is constructed in violation of the development controls set out in this Agreement, the Vendor must take legal action to require compliance. Such action could result in the demolition or partial demolition of the building at the expense of the Purchaser.

20. The Purchaser acknowledges and agrees that the Vendor has the right to file a Building Restriction Caveat to ensure compliance of Clause 18 of this agreement.

21. The Purchaser acknowledges:

- Receipt of the Lot Information package

\_\_\_\_\_  
Purchasers initials

\_\_\_\_\_  
Purchasers initials

21. The Purchaser further covenants and agrees with the Vendor that:

- (a) the Land Contracts (Actions) Act and amendments thereto shall have no application to an action as defined herein with respect to this agreement and/or any proceeding had or taken by reason of any default or otherwise hereunder;
- (b) the Limitation of Civil Rights Act and amendments thereto shall have no application to this Agreement or to any agreement or instrument renewing or extending this Agreement or to the rights, powers or remedies of any person under such agreement or instrument.

IN WITNESS WHEREOF the corporate seal of the Vendor has been hereunto attached, duly attested to by the hands of its proper officers in that behalf, and the said Purchaser has hereunto set his/her hand and seal, the day and year first above written.

101099683 Saskatchewan Ltd.

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

(seal)

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

(seal)