

(INDIVIDUAL)

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) the sum of \$3,000.00 payable as a deposit on the date hereof to hold the Land;

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 _____;

(b) the Purchasers selling their existing property located at _____ on or before _____. The Vendor retains the right to consider and accept any other bona fide, written Offer to Purchase of this property prior to the removal of this condition. However in the event of any such offer being received by the Vendor then the Purchaser shall have 48 hours, not including Saturdays, Sundays and statutory holidays, from the time of receiving formal notice from the Vendor or his agent that the authority resident in this clause is being invoked to remove all the conditions to this Agreement. Failure to remove the conditions within the specified time shall render this Agreement null and void and all deposits shall be returned immediately to the Purchaser. The Purchaser reserves the right to remove the conditions at any time making this Agreement firm and binding upon all the parties to the Agreement

If the above conditions have 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 from the date of possession.

7. Possession date shall be _____, 2009.
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 Purchaser agrees to construct a dwelling on the Land for use as the personal residence of the Purchaser and the Purchaser's immediate family. 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. 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) not 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.

19. 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.

20. The Purchaser acknowledges:

- Receipt of the Lot Information package

Purchasers initials

Purchasers initials

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: _____

SIGNED SEALED and DELIVERED in the presence of:

)
) _____
)
)
) _____

 WITNESS:

C A N A D A)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

AFFIDAVIT OF WITNESS

I, _____, of the City of _____, in the Province of _____, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see _____ named in the within instrument, who are personally known to me to be the persons named therein, duly sign and execute the same for the purposes named therein.
2. THAT the same was executed at the City of _____, in the Province of _____, and that I am the subscribing witness thereto.
3. THAT I know the said _____ and each is in my belief of the full age of eighteen (18) years or more.

SWORN BEFORE ME at _____)
in the Province of _____)
this day of _____ 2009)
_____)
A Commissioner for Oaths/Notary Public)
in and for _____)
My appt. expires _____)