IMMOVABLE PROPERTY SALE AGREEMENT

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This Immovable Property Sale Agreement (the “Agreement”) is effective [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "Vendor/Transferor"), a company organised and existing under the laws of the [STATE/PROVINCE] of [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [COMPANY NAME]** (the "Purchaser/Transferee"), a company organised and existing under the laws of the [STATE/PROVINCE] of [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

BEFORE: [INDIVIDUAL NAME], the undersigned Witness in and for the [STATE/PROVINCE] of [COUNTRY];

**1. SALE**

1.1 The Vendor does hereby sell, assign and makeover with a legal warranty to the Purchaser hereto present and accepting the following immovable property namely:

# DESCRIPTION

“An emplacement situated in [CITY], [STATE/PROVINCE] of [COUNTRY], known and designated as: a part of subdivision [NUMBER] of original lot [NUMBER] on the official Plan and Book of Reference of the City of [CITY], registration division of [STATE/PROVINCE], described as follows:

[DESCRIBE PROPERTY]

the whole as shown on the technical description and the plan prepared by [NAME] on [DATE].

**2. POSSESSION**

The Purchaser shall be the absolute owner of the presently sold Property as and from this date and will take possession thereof forthwith.

**3. VENDOR’S DECLARATIONS**

The Vendor declares and warrants:

3.1 that the Property is free and clear of all hypothecs and encumbrances whatsoever, save and excepting:

3.1.1 a vendor’s privilege and a hypothec in favour of [COMPANY NAME]. Under a deed of sale registered at the Registration Division of [STATE/PROVINCE] under the number [NUMBER]; and

3.1.2 an assignment of debt whereby the Vendor under the aforesaid deed of sale assigned as collateral security the balance of sale, due under said deed, to [COMPANY NAME], registered at said Registry Office under the number [NUMBER], which shall be radiated at the cost of the Vendor.

3.2 that upon execution of the present Deed of Sale, the Purchaser shall have good and marketable title to the Property, free and clear of all encumbrances and rights with the exception of:

3.2.1 the servitudes in favour of [COMPANY NAME] created under the terms of the Deeds of Servitude registered at the [STATE/PROVINCE] Registry Office under numbers [NUMBER];

3.3 that the Property is in conformity with all applicable laws, by-laws, ordinances, rules or regulations relating to fire, health, environment, building, zoning or police rules;

3.4 that the Vendor is classified as a [COUNTRY] Resident and not as a “non-resident person” within the meaning of the Income Tax Act ([COUNTRY]) and the Taxation Act, [STATE/PROVINCE];

3.5 that there are no contracts, agreements, arrangement or understanding between the Vendor and/or its predecessor in title with any third parties affecting the Property and to which the Purchaser would be bond save and except the servitude referred to hereinabove;

3.6 that there are no claims, actions or judgments pending or outstanding which relate to the Property; and

3.7 that the Property is not subject to the provisions of the Cultural Property Act or to the Act to Preserve Agricultural Land or any regulations or ordinances hereunder.

**4. CONDITIONS**

The present sale is thus made subject to the following charges and conditions, to the fulfilment whereof the Purchaser binds and obliges himself, namely:

4.1 to pay the costs of this Deed, of its registration and of the required copies;

4.2 to pay all assessments and rates, both general and special, already imposed or which may hereafter be imposed upon the said Property, as and from the date hereof, as well as all future instalments of all assessments, payment whereof has been spread over a number of years;

4.3 not to call upon the Vendor to furnish any title deeds or certificates of search whatsoever, save and excepting those in his possession;

4.4 subject to the Vendor’s undertaking to level the land of the Property, to take the Property in its present state and condition, having seen, viewed and examined the same and being therewith content and satisfied.

**5. PRICE**

5.1 The present sale is thus made for and in consideration of the price and sum of [AMOUNT], which the Vendor herein does hereby acknowledge to have well and truly received, of and from the Purchaser herein, at the execution hereof, and whereof quit in full.

5.2 No new hypothec is herein created in favour of Vendor.

**6. SPECIAL DECLARATION OF THE PURCHASER**

The Purchaser herein declares that it is not a Transferee.

**7. SPECIAL DECLARATION - DÉCLARATION SPÉCIALE**

All of the parties hereto declare that they have specifically requested, and do hereby confirm their request, that the present contract be drafted and executed in the ENGLISH LANGUAGE.

**8. PARTICULARS REQUIRED** Respecting Transfers of Immovables

8.1 Name and given name and address of the principal residence of the Vendor and/or Transferor:

[YOUR COMPANY NAME]

[YOUR COMPLETE ADDRESS]

8.2 Name and given name and address of the principal residence of the Purchaser and/or Transferee:

[COMPANY NAME]

[FULL ADDRESS]

8.3 The immovable Property herein sold and/or transferred is located in the following municipality:

[COUNTRY]

8.4 The Vendor and the Purchaser do hereby declare that the total value of the consideration of this present deed is:

[AMOUNT]

8.5 The amount of Transfer Duties, if applicable, is:

[AMOUNT]

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.

## VENDOR PURCHASER

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title