

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF _____ [CITY]

BETWEEN:

[PLAINTIFF]

Plaintiff

- and -

[DEFENDANT]

Defendant

OFFER TO PURCHASE

TO: THE CLERK OF THE COURT OF QUEEN'S BENCH OF ALBERTA

ACTION NO.: _____

(the "Purchaser") [NAME OF OFFEROR]

THROUGH:

_____ [NAME OF REALTOR]

does hereby offer:

THE COURT OF QUEEN'S BENCH OF ALBERTA (the "Court")

Subject to the terms and conditions herein set forth, the Purchaser hereby offers to purchase the property listed in Schedule "A" attached hereto for a total purchase price of _____ DOLLARS (\$ _____), to be paid in the following manner:

\$ _____ DOLLARS as a deposit, payable by cheque to be delivered with this Offer and held in an interest bearing trust account by _____ [name of realtor]. Such deposit to be credited in full to the Purchaser as part of the sales settlement upon the closing of this transaction, and any interest earned on such deposit prior to the said closing shall accrue to the benefit of the Purchaser. Should this Offer not be accepted by the Court (in the sense of granting an order confirming sale and vesting title in the referenced action) this deposit shall be returned to the Purchaser without penalty.

\$ _____ DOLLARS by way of a demand first mortgage to _____, the Plaintiff in the referenced action in the Plaintiff's standard form, on the lands legally described as _____ [legal description of lands].

Total mortgage amount:
Interest rate:
Amortization period:
Due date:
Frequency of payments:
Date of first payment:
Amount of payments:

\$ Balance of _____ DOLLARS, more or less, by certified cheque, on or before closing.

\$ _____ **DOLLARS TOTAL PURCHASE PRICE**

1. The date for the closing of this transaction shall be on _____, 20____ [insert date] at _____ AM/PM and on that date all items of income and expense, including but not limited to rents, taxes, interest and utilities shall be adjusted and the Purchaser will be entitled to possession of the property subject to the terms hereof being complied with, and subject to the right of the present tenants, if any.
2. Upon payment of the adjusted balance of the purchase price into Court, the Purchaser shall be entitled to have title registered in its name free and clear of all encumbrances except the following: _____ [list any encumbrances that will remain on title].
3. All payments required or permitted to be made under this Agreement shall be paid by certified cheque or bank draft.

THIS IS A 6-PAGE DOCUMENT.