



Leasehold Interest in 1st Nations Land



simpsonnotaries.com

Contract of Purchase and Sale

▶ 2 forms of contract

- ▶ 1) Third Party Approval Not Required
- ▶ 2) Third Party Approval Required

Contract of Purchase and Sale Trust Completion - Clause 5

5. **TRUST COMPLETION:** The Trust Completion Date will be _____, yr. _____.

On or before 4 pm on the Trust Completion Date:

A. the Seller will deliver to the Buyer's Lawyer or Notary an assignment of lease in the form required by applicable governmental authority or land registry to effect the transfer of the Lease from the Seller to the Buyer (the "**Assignment of Lease**"), in registrable form for the lands registry having jurisdiction, and all other transfer documents as may be required to transfer the Seller's Leasehold Interest in the Property to the Buyer, in each case duly executed by the Seller, and the Buyer will make available to the Seller the undertakings of the Buyer's Lawyer or Notary pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings for Contract of Purchase and Sale of a Leasehold Interest in First Nations Reserve Lands (the "CBA IRL Standard Undertakings");

B. subject to Clause 6, the Buyer will deposit with its Lawyer or Notary the Purchase Price; and

C. the Buyer will authorize the release of the Purchase Price by its Lawyer or Notary to the Seller on either the Final Completion Date (as defined in Clause 7) or, if the Possession Date (as defined in Clause 8) is prior to the Final Completion Date, subject to Clause 6A, the Trust Completion Date.

The Buyer will, at the Buyer's cost and expense, use commercially reasonable efforts to ensure that the Assignment of Lease, any document or agreement evidencing such third party approval and any new mortgage required by the Buyer to finance the Purchase Price will be promptly registered in the appropriate lands registry.

Contract of Purchase and Sale

Final Completion - Clause 7

7. **FINAL COMPLETION:** The sale will be completed on the date of registration of the Assignment of Lease in the lands registry having jurisdiction (Final Completion Date).

Contract of Purchase and Sale

Possession - Clause 8

8. **POSSESSION:** The Buyer will have vacant possession of the Property OR subject to the following existing tenancies, if any _____, at _____ o'clock ____m. on the _____ day after the Final Completion Date.

Notwithstanding the foregoing, the Buyer will have vacant possession of the Property (subject to the foregoing existing tenancies, if any) on the _____ day after the Trust Completion Date if either: (A) on or before the _____ day after the acceptance of this Contract by all parties the Buyer gives written notice to the Seller of its election to take possession on such earlier date, or (B) thereafter the Buyer and Seller agree in writing that the Buyer will take possession on such earlier date; and in each case the parties agree that, on or before the Possession Date, the Buyer will obtain a title insurance policy issued by a company licensed to issue such a policy in British Columbia for the benefit of the Buyer and the Buyer's lender, if applicable, on the terms and conditions acceptable to the Buyer and the Buyer's lender, if applicable, and without limiting the foregoing including "gap coverage" for the period between the delivery of the signed Assignment of Lease on the Trust Completion Date and the Final Completion Date (the "**Title Insurance Policy**"), which Title Insurance Policy will be paid for by:

[check one of the following]

- the Buyer;
- the Seller; or
- shared equally between the Buyer and the Seller;

Sample - Completion: September 29, 2023

Possession and Adjustment: September 30, 2023

PAGE of 10 PAGES

PROPERTY ADDRESS

5. **TRUST COMPLETION:** The Trust Completion Date will be

Sept 29, yr. 2023.

On or before 4 pm on the Trust Completion Date:

- A. the Seller will deliver to the Buyer's Lawyer or Notary an assignment of lease in the form required by applicable governmental authority or land registry to effect the transfer of the Lease from the Seller to the Buyer (the "**Assignment of Lease**"), in registrable form for the lands registry having jurisdiction, and all other transfer documents as may be required to transfer the Seller's Leasehold Interest in the Property to the Buyer, in each case duly executed by the Seller, and the Buyer will make available to the Seller the undertakings of the Buyer's Lawyer or Notary pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings for Contract of Purchase and Sale of a Leasehold Interest in First Nations Reserve Lands (the "CBA IRL Standard Undertakings");
- B. subject to Clause 6, the Buyer will deposit with its Lawyer or Notary the Purchase Price; and
- C. the Buyer will authorize the release of the Purchase Price by its Lawyer or Notary to the Seller on either the Final Completion Date (as defined in Clause 7) or, if the Possession Date (as defined in Clause 8) is prior to the Final Completion Date, subject to Clause 6A, the Trust Completion Date.

The Buyer will, at the Buyer's cost and expense, use commercially reasonable efforts to ensure that the Assignment of Lease, any document or agreement evidencing such third party approval and any new mortgage required by the Buyer to finance the Purchase Price will be promptly registered in the appropriate lands registry.

Sample - Completion: September 29, 2023

Possession and Adjustment: September 30, 2023

PAGE of 10 PAGES

PROPERTY ADDRESS

8. **POSSESSION:** The Buyer will have vacant possession of the Property OR subject to the following existing tenancies, if any N/A, at 12:00 o'clock P.m. on the 2nd day after the Final Completion Date.

Notwithstanding the foregoing, the Buyer will have vacant possession of the Property (subject to the foregoing existing tenancies, if any) on the 1 day after the Trust Completion Date if either: (A) on or before the 7th day after the acceptance of this Contract by all parties the Buyer gives written notice to the Seller of its election to take possession on such earlier date, or (B) thereafter the Buyer and Seller agree in writing that the Buyer will take possession on such earlier date; and in each case the parties agree that, on or before the Possession Date, the Buyer will obtain a title insurance policy issued by a company licensed to issue such a policy in British Columbia for the benefit of the Buyer and the Buyer's lender, if applicable, on the terms and conditions acceptable to the Buyer and the Buyer's lender, if applicable, and without limiting the foregoing including "gap coverage" for the period between the delivery of the signed Assignment of Lease on the Trust Completion Date and the Final Completion Date (the "**Title Insurance Policy**"), which Title Insurance Policy will be paid for by:

[check one of the following]

- the Buyer;
 the Seller; or
 shared equally between the Buyer and the Seller;

and during such period the Buyer and Seller agree that the Buyer will have possession of the Property as if it were a tenant of the Seller and the Buyer agrees with the Seller to abide by all of the terms and conditions of the Lease as tenant thereunder. Without limiting the foregoing, during the period from and including the Possession Date up to and including the Final Completion Date the Buyer will obtain and maintain in force all insurance required to be maintained under the Lease and, as between the Buyer and the Seller, the parties agree that the benefit of such insurance will be for the Buyer and, to the extent that the Seller receives any proceeds from therefrom, the Seller will pay such proceeds to the Buyer.

The date on which the Buyer obtains possession of the Property pursuant to this clause shall hereinafter be referred to as the "**Possession Date**".

9. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel, utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of the Possession Date OR, if specified, on the following date Possession Date, yr. (Adjustment Date).

10. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments



Thank you!

Chilliwack Office:

604-824-5500

Abbotsford Office:

604-855-7228



simpsonnotaries.com