BILL OF SALE

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This Bill of Sale (the “Agreement”) is effective [DATE],

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

[YOUR COMPLETE ADDRESS]

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

[COMPLETE ADDRESS]

WHEREAS the Purchaser desires to purchase and the Vendor desires to sell the following immoveable property, namely:

[DESCRIPTION]

# TITLE

The Vendor acquired the immoveable property hereinabove described and presently sold, in virtue of a [DESCRIPTION OF ORIGINAL DEED OF SALE].

# POSSESSION

The Purchaser shall be the absolute owner of the presently sold property as and from this date and will take possession thereof forthwith; with vacant physical occupancy thereof as and from the [DATE OF OCCUPANCY]; the parties hereto hereby acknowledging that all adjustments will be made between themselves and to their mutual satisfaction, as and from the said Date of occupancy.

# VENDOR’S DECLARATIONS

The Vendor declares and warrants:

1. That the said property is free and clear of all hypothecs and encumbrances whatsoever, save and excepting that certain first hypothec in favor of Vendor, due in virtue of the deed registered at the [CITY] Registry Office under the Number (“Registration Number”), which shall be paid and radiated out of the proceeds of this present sale, no new hypothec being created in favor of the said [COMPANY NAME].

2. That upon execution of the present Deed of Sale, the Purchaser shall have good and marketable title to the property hereinabove described, free and clear of all encumbrances and rights with the exception or the Servitude granted in favor of [NAME], in virtue of a Deed registered at the [CITY] Registry Office under the Number (Registration Number of Servitude).

3. That all assessments and rates, both general and special, affecting the said property, have been paid to date.

4. That he warrants that the presently sold property respects all municipal by-laws and regulations and any governmental regulations which may be applicable.

5. That he warrants that the presently sold property has not been insulated with urea-formaldehyde foam.

6. 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], ([YEAR] Statutes), the Vendor making this present declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by and in virtue of the [COUNTRY] Evidence Act.

# CONDITIONS

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

1. To pay the costs of this Deed, of its registration and of the required copies
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 installments of all assessments, payment whereof has been spread over a number of years.
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. To take the presently sold property in its present state and condition, having seen, viewed and examined the same and being therewith content and satisfied, subject to the warranty of the Vendor with respect to all of the accessories, equipment, systems, items and moveable effects as more fully set forth under the description.

# PRICE

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

No new hypothec is herein created in favor of Vendor herein.

1. **SPECIAL DECLARATION OF THE PURCHASER**
2. NAME AND GIVEN NAME AND ADDRESS OF THE PRINCIPAL RESIDENCE OF THE VENDOR AND/OR TRANSFEROR:  
     
   [YOUR COMPLETE ADDRESS]
3. NAME AND GIVEN NAME AND ADDRESS OF THE PRINCIPAL RESIDENCE OF THE PURCHASER AND/OR TRANSFEREE:  
     
   [COMPLETE ADDRESS]
4. THE IMMOVEABLE PROPERTY HEREIN SOLD AND/OR TRANSFERRED IS LOCATED IN THE FOLLOWING MUNICIPALITY:  
     
   [MUNICIPALITY]
5. THE TRANSFEROR AND/OR VENDOR AND THE TRANSFEREE AND/OR PURCHASER DO HEREBY DECLARE THAT THE TOTAL VALUE OF THE CONSIDERATION OF THIS PRESENT DEED IS:  
     
   [AMOUNT]
6. 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

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title