



BROKER ASSESSMENT SHEET TRANSACTION RECORD IMMOVABLE CONTAINING LESS THAN FIVE DWELLINGS (including divided/undivided co-ownership)

NOTE


The lines preceded by a number refer to a situation described in the explanatory leaflet.

The lines followed by a  represent elements that pose a risk to public protection when errors or omissions are committed.

INFORMATION

File No.:	<input style="width: 100%;" type="text"/>		INTERVENTION REQUIRE
Broker's name:	<input style="width: 100%;" type="text"/>		
1 Broker's licence:	<input style="width: 100%;" type="text"/>	restricted to residential brokerage <input type="checkbox"/>	restricted to commercial brokerage <input type="checkbox"/>
1 Broker is a beginner:		yes <input type="checkbox"/>	no <input type="checkbox"/>
2 Name of the person who supervised the file:	<input style="width: 100%;" type="text"/>		
3 The file is within the broker's field of practice:		yes <input type="checkbox"/>	no <input type="checkbox"/>  <input type="checkbox"/>
Address of the immovable:	<input style="width: 100%;" type="text"/>		
The broker verified the buyer's identity:		yes <input type="checkbox"/>	no <input type="checkbox"/> <input type="checkbox"/>

PROMISE TO PURCHASE

PP form No.:	<input style="width: 100%;" type="text"/>		INTERVENTION REQUIRED		
The broker should have used the form:	N/A <input type="checkbox"/>	PP <input type="checkbox"/>	PPD <input type="checkbox"/>	PPU <input type="checkbox"/>	other <input type="checkbox"/>  <input type="checkbox"/>
The promise to purchase is missing from the file:				yes <input type="checkbox"/>	no <input type="checkbox"/> <input type="checkbox"/>
4 The broker was asked to put the PP on file:			N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/> <input type="checkbox"/>
One or more pages of the promise to purchase are missing from the file:				yes <input type="checkbox"/>	no <input type="checkbox"/> <input type="checkbox"/>

SECTION 1: IDENTIFICATION OF THE PARTIES



The buyer's name is:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	incorrect <input type="checkbox"/>	in the wrong place <input type="checkbox"/>	
The buyer's contact information is: - Regarding:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	incorrect <input type="checkbox"/>		
		phone No. <input type="checkbox"/>	address <input type="checkbox"/>	email <input type="checkbox"/>		
5 The buyer is represented:	N/A <input type="checkbox"/>	succession <input type="checkbox"/>	company <input type="checkbox"/>	other <input type="checkbox"/>		
The identification of the representative (name and contact information) is:	N/A <input type="checkbox"/>	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>		
The seller's name is:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	incorrect <input type="checkbox"/>	in the wrong place <input type="checkbox"/>	
The seller's contact information is: - Regarding:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	incorrect <input type="checkbox"/>		
		phone No. <input type="checkbox"/>	address <input type="checkbox"/>	email <input type="checkbox"/>		

5	The seller is represented:	N/A <input type="checkbox"/>	succession <input type="checkbox"/>	company <input type="checkbox"/>	other <input type="checkbox"/>	<input type="checkbox"/>
	The identification of the representative (name and contact information) is:	N/A <input type="checkbox"/>	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	<input type="checkbox"/>




SECTION 2: OBJECT OF THE PROMISE TO PURCHASE

1	The broker's name is:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	incorrect <input type="checkbox"/>	in the wrong place <input type="checkbox"/>	<input type="checkbox"/>
	The broker's licence number is:			compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/>
1	The broker is authorized by the OACIQ to operate within a business corporation:				yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
	The box indicating that the broker is operating within a business corporation is checked:				yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
1	The name of the business corporation is:	N/A <input type="checkbox"/>	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/>
	The box indicating that the broker is representing the agency is checked:				yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
1	The agency name is:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	incorrect <input type="checkbox"/>	in the wrong place <input type="checkbox"/>	<input type="checkbox"/>

SECTION 3: SUMMARY DESCRIPTION OF THE IMMOVABLE

	The address of the immovable is:		compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/>
8	The cadastral description is:		compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/> 
	The lot is not renovated. The parish is:	N/A <input type="checkbox"/>	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/>
8	The dimensions are:		compliant with the description sheet <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/>
8	The area is: - If the dimensions or area are not compliant with the description sheet, the cadastral plan or the certificate of location is on file:		compliant with the description sheet <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/> 
	The unit of measurement for the dimensions or the area is:			yes <input type="checkbox"/>	no <input type="checkbox"/>		<input type="checkbox"/>
			compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incorrect <input type="checkbox"/>		<input type="checkbox"/>






PPD - DIVIDED CO-OWNERSHIP

9	The cadastral description of the private portion is:				compliant <input type="checkbox"/>	missing <input type="checkbox"/>	<input type="checkbox"/> 
9	The cadastral description of the parking space is:		N/A <input type="checkbox"/>	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/>
9	The cadastral description of the storage space is:		N/A <input type="checkbox"/>	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/>
9	The share of common portions is:			compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/> 
9	The cadastral description of common portions is:			compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/>
9	The specifics of parking spaces are: - Regarding:	No. <input type="checkbox"/>	compliant <input type="checkbox"/>	private <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	incorrect <input type="checkbox"/> 
					common, for restricted use <input type="checkbox"/>	interior/exterior <input type="checkbox"/>	<input type="checkbox"/>
9	The specifics of storage spaces are: - Regarding:	No. <input type="checkbox"/>	compliant <input type="checkbox"/>	private <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	incorrect <input type="checkbox"/>
					common, for restricted use <input type="checkbox"/>	interior/exterior <input type="checkbox"/>	<input type="checkbox"/>

PPU - UNDIVIDED CO-OWNERSHIP

9	The share of the immovable held in undivided co-ownership is:			compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/> 
	The description of the exclusive use is: - Regarding:		compliant <input type="checkbox"/>	apartment No. <input type="checkbox"/>	missing <input type="checkbox"/>	address <input type="checkbox"/>	incomplete <input type="checkbox"/>
					yard <input type="checkbox"/>	terrace <input type="checkbox"/>	incorrect <input type="checkbox"/> 
9	The specifics of parking/storage spaces are: - Regarding:			compliant <input type="checkbox"/>	missing <input type="checkbox"/>	nombre <input type="checkbox"/>	incorrect <input type="checkbox"/> 
						No. <input type="checkbox"/>	<input type="checkbox"/>
9	The area of the share is: - Regarding:		compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	gross <input type="checkbox"/>	incorrect <input type="checkbox"/> 
						net <input type="checkbox"/>	<input type="checkbox"/>
	The unit of measurement for the area of the share is:			compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/>



SECTION 4: PRICE AND DEPOSIT (PLUS TAXES, IF APPLICABLE)

The purchase price is:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	incorrect <input type="checkbox"/>		<input type="checkbox"/>
The amount in letters is different from the one in digits:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>		<input type="checkbox"/>
The box indicating whether or not the immovable is subject to taxes has been checked: - If the immovable is subject to taxes, the percentage is indicated:			yes <input type="checkbox"/>	no <input type="checkbox"/>		<input type="checkbox"/>
		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>		<input type="checkbox"/>
The amount of the deposit is:	N/A <input type="checkbox"/>	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/>
The amount in letters is different from the one in digits:			N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The trustee's name is:	N/A <input type="checkbox"/>	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	incorrect <input type="checkbox"/>	
28 The deposit cheque has been IMMEDIATELY submitted to the agency by the broker:			N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	
28 The deposit cheque has been deposited in the agency's trust account:			N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	
28 A trust receipt has been remitted to the depositor for the deposit cheque:			N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
28 The clause has been modified in one or more documents on file:			N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>

SECTION 5: METHOD OF PAYMENT

The amount of the deposit is equal to the amount indicated in clause 4.3:			N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The amount of additional funds is:			compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/>
The amount of the new loan is equal to the one indicated in clause 6.1:			N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
Existing loan - the reference to Annex F is:	N/A <input type="checkbox"/>	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incorrect <input type="checkbox"/>		<input type="checkbox"/>
The amount of the existing loan is specified:			N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The sale price balance - the reference to Annex F is:	N/A <input type="checkbox"/>	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incorrect <input type="checkbox"/>		<input type="checkbox"/>
The amount of the sale price balance is specified:			N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The total price is the same as in clause 4.1:				yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The sum of all amounts (clauses 5.1 to 5.5) is equal to the total price indicated:				yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
Amounts are entered in the right places:			N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>

SECTION 6: NEW MORTGAGE LOAN

The terms of the new loan are: - Regarding:	N/A <input type="checkbox"/>	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	incorrect <input type="checkbox"/>		<input type="checkbox"/>
		amortization plan <input type="checkbox"/>	term <input type="checkbox"/>	rate <input type="checkbox"/>	amount <input type="checkbox"/>		<input type="checkbox"/>
The box indicating whether or not the buyer is bound by a mortgage contract is checked:				yes <input type="checkbox"/>	no <input type="checkbox"/>		<input type="checkbox"/>
The time period to submit a copy of the mortgage lender's undertaking is specified:			N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>		<input type="checkbox"/>
PPU - The name of the mortgage lender with whom the buyer must obtain a loan is specified:				yes <input type="checkbox"/>	no <input type="checkbox"/>		<input type="checkbox"/>

SECTION 7: DECLARATIONS AND OBLIGATIONS OF THE BUYER

The date the immovable was visited is specified: - If not applicable, the PP is conditional upon the visit to the immovable:	N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
		yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
4 The box indicating whether or not the buyer is bound by a brokerage contract to purchase is checked: - If the buyer is bound by a BCP, the form has been submitted to the agency:		yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
		yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>

SECTION 8: INSPECTION BY A PERSON CHOSEN BY THE BUYER

The box indicating that the buyer wants to have the immovable inspected is checked: - If yes, the time period for inspection is indicated: - If not, the initials of the buyer waiving the inspection are:		yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
		yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
		compliant <input type="checkbox"/>	missing <input type="checkbox"/>	<input type="checkbox"/>
PPD - The initials for the inspection to be restricted to the private portion are:	N/A <input type="checkbox"/>	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	<input type="checkbox"/>
The section, as completed, is confusing:		yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>

SECTION 9: REVIEW OF DOCUMENTS BY THE BUYER

29 The certificate of location was included with the documents: - If yes, this practice should be avoided.		yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>
The way the documents are listed is:	N/A <input type="checkbox"/>	compliant <input type="checkbox"/>	inadequate <input type="checkbox"/>	imprecise <input type="checkbox"/>
The time period to provide the documents is specified:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>
PPD - The number of years is specified:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>

SECTION 10: DECLARATIONS AND OBLIGATIONS OF THE SELLER

PPD - DIVIDED CO-OWNERSHIP

The box for the notice of special assessment from the syndicate of co-owners has been checked:		yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The box for the notice of violation from the syndicate of co-owners has been checked:		yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>

PPU - UNDIVIDED CO-OWNERSHIP

The box regarding the pre-emptive right of undivided co-owners has been checked: - If yes, the time period and conditions have been specified:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
			yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The box for obtaining a written waiver has been checked: - If yes, the time period has been specified:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
			yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The box concerning the waiving of the pre-emptive right has been checked: - If yes, the name of undivided co-owners has been specified:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
			yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>

SECTION 11: DECLARATIONS AND OBLIGATIONS COMMON TO THE BUYER AND THE SELLER

The notary's name has been specified: - If not, the statement <i>Buyer's notary/Seller's notary</i> has been added:	N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The date of the signing of the deed of sale is specified:		yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The date and time of occupancy are specified:		yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The box concerning adjustments has been checked:		yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The compensation amount has been specified:	N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The name of the agency or broker acting on his own account has been specified:		yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The inclusions and exclusions are clearly detailed:	N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The service, leasing or instalment sales contracts are specified:	N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The information on service contracts is: - Regarding:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	<input type="checkbox"/>
		name of supplier <input type="checkbox"/>	monthly payment <input type="checkbox"/>	<input type="checkbox"/>

SECTION 12: OTHER DECLARATIONS AND CONDITIONS

13 One or more clauses are added to section 12: - If yes, nature of the clause(s):		yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>
This or these clause(s) are:		compliant <input type="checkbox"/>	incomplete <input type="checkbox"/>	<input type="checkbox"/>
13 Note: Compliant clause =	Who must do what - Within what period - What are the consequences - How the notice is sent			
The sale without legal warranty of quality clause is: Note: the compliant clause includes:	N/A <input type="checkbox"/>	compliant <input type="checkbox"/>	incomplete <input type="checkbox"/>	<input type="checkbox"/>
	without legal warranty of quality at the buyer's own risk			<input type="checkbox"/>

SECTION 13: ANNEXES

A form or document should have been annexed:	N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
A form or document has been annexed by error (e.g.: IV form):	N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The DS form has been annexed:		yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
A mandatory form should have been annexed (e.g.: Annex F, Annex R):	N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
A form or document has been annexed, but is missing from the file:	N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>

SECTION 14: CONDITIONS OF ACCEPTANCE

The time of acceptance is:		yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The date of acceptance is:	specified <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	incorrect <input type="checkbox"/>

SECTION 16: SIGNATURES

The date the promise to purchase was drafted is:

YEAR			MONTH			DAY			

The buyer's place of signature is:		compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/>
The date and time of signing are:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	incorrect <input type="checkbox"/>		<input type="checkbox"/>
The buyer's name is:		compliant <input type="checkbox"/>	missing <input type="checkbox"/>	in the wrong place <input type="checkbox"/>		<input type="checkbox"/>
The broker signed as a witness:			yes <input type="checkbox"/>	no <input type="checkbox"/>		<input type="checkbox"/>
The broker signed as a witness remotely:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>		<input type="checkbox"/>
The promise to purchase has been accepted within the specified period:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>		<input type="checkbox"/>
The number of the counter-proposal has been specified:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>		<input type="checkbox"/>
The seller's place of signature is compliant:			yes <input type="checkbox"/>	no <input type="checkbox"/>		<input type="checkbox"/>
The date and time of signing are:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	incorrect <input type="checkbox"/>		<input type="checkbox"/>
The seller's signature is:		compliant <input type="checkbox"/>	missing <input type="checkbox"/>	in the wrong place <input type="checkbox"/>		<input type="checkbox"/>
The broker signed as a witness:			yes <input type="checkbox"/>	no <input type="checkbox"/>		<input type="checkbox"/>
The broker signed as a witness remotely:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>		<input type="checkbox"/>
The buyer acknowledged receipt of the seller's reply:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>		<input type="checkbox"/>
The form has been signed electronically:			yes <input type="checkbox"/>	no <input type="checkbox"/>		<input type="checkbox"/>
17 The electronic signature(s) is or are dynamic:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>		<input type="checkbox"/>
17 The authentication certificate of the electronic signature is on record:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>		<input type="checkbox"/>

COUNTER-PROPOSAL

No. of CP form(s):

--	--	--	--	--	--	--	--	--	--

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The version of the form used is outdated:			yes <input type="checkbox"/>	no <input type="checkbox"/>		<input type="checkbox"/>
The use of the form is inappropriate:			yes <input type="checkbox"/>	no <input type="checkbox"/>		<input type="checkbox"/>
The counter-proposer's name is:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	incorrect <input type="checkbox"/>	in the wrong place <input type="checkbox"/>	<input type="checkbox"/>
5 The counter-proposer is represented:		N/A <input type="checkbox"/>	succession <input type="checkbox"/>	company <input type="checkbox"/>	other <input type="checkbox"/>	<input type="checkbox"/>
5 The identification of the representative is:		N/A <input type="checkbox"/>	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	<input type="checkbox"/>
The seller/buyer box of the counter-proposer has been checked:			yes <input type="checkbox"/>	no <input type="checkbox"/>		<input type="checkbox"/>
The respondent's name is:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	incorrect <input type="checkbox"/>	in the wrong place <input type="checkbox"/>	<input type="checkbox"/>
5 The respondent is represented:		N/A <input type="checkbox"/>	succession <input type="checkbox"/>	company <input type="checkbox"/>	other <input type="checkbox"/>	<input type="checkbox"/>
5 The identification of the representative is:		N/A <input type="checkbox"/>	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	<input type="checkbox"/>
The seller/buyer box of the respondent has been checked:			yes <input type="checkbox"/>	no <input type="checkbox"/>		<input type="checkbox"/>
The address of the immovable is:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	incorrect <input type="checkbox"/>		<input type="checkbox"/>
The reference to the promise to purchase is:		compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incorrect <input type="checkbox"/>		<input type="checkbox"/>

The information in clause P2.3.1 is: - Information specified:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	in the wrong place <input type="checkbox"/>	<input type="checkbox"/>
	N/A <input type="checkbox"/>	clause No. <input type="checkbox"/>	amount in letters <input type="checkbox"/>	amount in digits <input type="checkbox"/>	<input type="checkbox"/>
The information in clause P2.3.2 is: - Information specified:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	in the wrong place <input type="checkbox"/>	<input type="checkbox"/>
		N/A <input type="checkbox"/>	date <input type="checkbox"/>	date <input type="checkbox"/>	<input type="checkbox"/>
The information in clause P2.3.3 is: - Information specified:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	in the wrong place <input type="checkbox"/>	<input type="checkbox"/>
		N/A <input type="checkbox"/>	date <input type="checkbox"/>	time <input type="checkbox"/>	<input type="checkbox"/>
The information in clause P2.3.4 is:		compliant <input type="checkbox"/>	imprecise <input type="checkbox"/>	in the wrong place <input type="checkbox"/>	<input type="checkbox"/>
The information in clause P2.4 is: - Information specified:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	in the wrong place <input type="checkbox"/>	<input type="checkbox"/>
	N/A <input type="checkbox"/>	box checked <input type="checkbox"/>	date <input type="checkbox"/>	time <input type="checkbox"/>	<input type="checkbox"/>
The conditions of acceptance in clause P2.7 are: - Information specified:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	in the wrong place <input type="checkbox"/>	<input type="checkbox"/>
			time <input type="checkbox"/>	date <input type="checkbox"/>	<input type="checkbox"/>
The counter-proposer's place of signature is:			yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The date and time of signing are:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/>
The counter-proposer's signature is:		compliant <input type="checkbox"/>	missing <input type="checkbox"/>	in the wrong place <input type="checkbox"/>	<input type="checkbox"/>
The respondent's reply is:			compliant <input type="checkbox"/>	missing <input type="checkbox"/>	<input type="checkbox"/>
The counter-proposal has been accepted within the specified period:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The number of the counter-proposal has been specified:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The respondent's place of signature is:			compliant <input type="checkbox"/>	missing <input type="checkbox"/>	<input type="checkbox"/>
The date and time of signature are:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/>
The respondent's signature is:		compliant <input type="checkbox"/>	missing <input type="checkbox"/>	in the wrong place <input type="checkbox"/>	<input type="checkbox"/>
The counter-proposer acknowledged receipt of the respondent's reply:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The date and time of signing are:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/>
The counter-proposer's signature is:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	in the wrong place <input type="checkbox"/>	<input type="checkbox"/>
The broker signed as a witness:			yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The broker signed as a witness remotely:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The form has been signed electronically:			yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
17 The electronic signature is dynamic:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
17 The authentication certificate of the electronic signature is on record:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>

AMENDMENTS

AM form(s) No.:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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The version of the form used is outdated:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The use of the form is inappropriate:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The reference to the promise to purchase is:		compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/>
The remuneration reduction form refers to the BC only:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The address of the immovable is:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/>
The clause M2.2 reserved for the BC has been used:			yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>

The information in section M3 is: - M3.1 Information specified:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	in the wrong place <input type="checkbox"/>	<input type="checkbox"/>
	N/A <input type="checkbox"/>	clause No. <input type="checkbox"/>	time <input type="checkbox"/>	day/month/year <input type="checkbox"/>	<input type="checkbox"/>
The information in section M4 is: - M4.1 Information specified:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	in the wrong place <input type="checkbox"/>	<input type="checkbox"/>
		N/A <input type="checkbox"/>	clause No. <input type="checkbox"/>	day/month/year <input type="checkbox"/>	<input type="checkbox"/>
The information in section M5 is:		N/A <input type="checkbox"/>	compliant <input type="checkbox"/>	imprecise <input type="checkbox"/>	<input type="checkbox"/>
The date and time of signing are:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/>
Time periods specified in section M3 or M4 were exceeded at the time of signing:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The buyer's signature is:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	in the wrong place <input type="checkbox"/>	<input type="checkbox"/>
The seller's signature is:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	in the wrong place <input type="checkbox"/>	<input type="checkbox"/>
The broker signed as a witness:			yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The broker signed as a witness remotely:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The form has been signed electronically:			yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
17 The electronic signature is dynamic:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
17 The authentication certificate of the electronic signature is on record:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>

FOLLOW UP ON THE TRANSACTION

The date of acceptance of the transaction proposal is:

YEAR	MONTH	DAY		

The PP is conditional upon financing:			yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The PP is conditional upon the proof of availability of funds: - If yes, an Annex F has been used:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
30 Proof of financing or availability of funds is on record:			yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The seller's acknowledgement of receipt is about the proof of financing or availability of funds:			yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The PP is conditional upon the sale of buyer's property: - If yes, an Annex R has been used.		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
30 - The proof of financing which is conditional upon the sale is on record:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
30 - The unconditional proof of availability of funds/financing is on record:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The PP is conditional upon the examination of documents by the buyer: - If yes, the acknowledgement of receipt of the documents by the buyer is on record:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
31			yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The buyer acknowledged receipt of the DS form:			yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The PP is conditional upon making another PP null and void: - If yes, proof of the fulfilled condition is on record:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
One or more conditions have been fulfilled after the expiry of the time period:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
Proof of fulfilment of one or more conditions is on record:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>

NOTICE AND FOLLOW-UP ON FULFILMENT OF CONDITIONS – IMMOVABLE

NF form(s) No.:

The version of the form used is outdated:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The use of the form is inappropriate:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The identification of the sender section is:		compliant <input type="checkbox"/>	incomplete <input type="checkbox"/>	incorrect <input type="checkbox"/>	in the wrong place <input type="checkbox"/>
The seller/buyer box has been checked:			yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The identification of the recipient section is:		compliant <input type="checkbox"/>	incomplete <input type="checkbox"/>	incorrect <input type="checkbox"/>	in the wrong place <input type="checkbox"/>
The seller/buyer box has been checked:			yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The address of the immovable is:		compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	incorrect <input type="checkbox"/>
The reference to PP/AR/CP/Other forms is:			compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incorrect <input type="checkbox"/>
Section AV4 has been used:				yes <input type="checkbox"/>	no <input type="checkbox"/>
The information in clause AV4.1 is:	N/A <input type="checkbox"/>	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	in the wrong place <input type="checkbox"/>
- Information specified:				clause No. <input type="checkbox"/>	box checked <input type="checkbox"/>
The information in clause AV4.2 is:	N/A <input type="checkbox"/>	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	in the wrong place <input type="checkbox"/>
- Information specified:		box checked <input type="checkbox"/>		lender's name <input type="checkbox"/>	time period <input type="checkbox"/>
The information in clause AV4.3 is:	N/A <input type="checkbox"/>	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	in the wrong place <input type="checkbox"/>
- Information specified:					box checked <input type="checkbox"/>
The information in clause AV4.4 is:	N/A <input type="checkbox"/>	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	in the wrong place <input type="checkbox"/>
- Information specified:					box checked <input type="checkbox"/>
The information in clause AV4.5 is:	N/A <input type="checkbox"/>	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	in the wrong place <input type="checkbox"/>
- Information specified:			disclosure of defect <input type="checkbox"/>	clause No. <input type="checkbox"/>	box checked <input type="checkbox"/>
The information in clause AV4.6 is:	N/A <input type="checkbox"/>	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	in the wrong place <input type="checkbox"/>
- Information specified:				box checked <input type="checkbox"/>	documents specified <input type="checkbox"/>
The information in clause AV4.7 is:	N/A <input type="checkbox"/>	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	in the wrong place <input type="checkbox"/>
- Information specified:				box checked <input type="checkbox"/>	documents specified <input type="checkbox"/>
The information in clause AV4.8 is:	N/A <input type="checkbox"/>	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	in the wrong place <input type="checkbox"/>
- Information specified:					box checked <input type="checkbox"/>
The information in clause AV4.9 is:	N/A <input type="checkbox"/>	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	in the wrong place <input type="checkbox"/>
- Information specified:			box of clause R2.4/P2.4 checked <input type="checkbox"/>		box checked <input type="checkbox"/>
The information in section AV5 is:	N/A <input type="checkbox"/>	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	in the wrong place <input type="checkbox"/>
- The modification entered in section AV5 should have been recorded on an AM form:			N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>
The buyer/seller box has been checked:				yes <input type="checkbox"/>	no <input type="checkbox"/>
The sender's place of signature is:				yes <input type="checkbox"/>	no <input type="checkbox"/>
The date and time of signing are:		compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	incorrect <input type="checkbox"/>
The sender's signature is:			compliant <input type="checkbox"/>	missing <input type="checkbox"/>	in the wrong place <input type="checkbox"/>
The buyer/seller box has been checked:				yes <input type="checkbox"/>	no <input type="checkbox"/>
The recipient's place of signature is:				yes <input type="checkbox"/>	no <input type="checkbox"/>
The date and time of signing are:		compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	incorrect <input type="checkbox"/>
The recipient's signature is:			compliant <input type="checkbox"/>	missing <input type="checkbox"/>	in the wrong place <input type="checkbox"/>
The form has been signed electronically:			compliant <input type="checkbox"/>	missing <input type="checkbox"/>	in the wrong place <input type="checkbox"/>

17	The electronic signature is dynamic:		yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
17	The authentication certificate of the electronic signature is on record:	N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>

TRANSACTION RECORD DOCUMENTATION

23	Electronic record and documentation are of good quality:	N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
	Description sheet:		on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>
5	Proxy (buyer):		on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>
	Resolution of the business corporation (buyer):	N/A <input type="checkbox"/>	on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>
	Copy of registration with the Registraire des entreprises (buyer):		on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>
17	Proof of buyer's identity verification:		on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>
17	Authentication certificate of electronic signatures:	N/A <input type="checkbox"/>	on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>

FSBO

	BCP - Seller not represented (FSBO), file contains all documents:		N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
	Description sheet		on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>	
	Deed of sale:		on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>	
8	Certificate of location:	unavailable <input type="checkbox"/>	on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>	
8	Cadastral plan for renovated lot:	N/A <input type="checkbox"/>	on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>	
	Servitude(s):	N/A <input type="checkbox"/>	on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>	
24	Municipal taxes:	not up to date <input type="checkbox"/>	unavailable <input type="checkbox"/>	on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>
	Municipal assessment:	not up to date <input type="checkbox"/>	unavailable <input type="checkbox"/>	on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>
24	School taxes:	not up to date <input type="checkbox"/>	unavailable <input type="checkbox"/>	on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>
22	Index of immovables:		on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>	
22	Index of immovables for previous lots, if applicable:		N/A <input type="checkbox"/>	on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>
	Mortgage statement:	not up to date <input type="checkbox"/>	N/A <input type="checkbox"/>	on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>
	Discharge:		N/A <input type="checkbox"/>	on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>
	Prior notice of exercise:		N/A <input type="checkbox"/>	on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>
22	Renovation invoices:		N/A <input type="checkbox"/>	on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>
	Appliance warranty included in the sale:		N/A <input type="checkbox"/>	on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>
	Copy of tests, expert or inspection reports:		N/A <input type="checkbox"/>	on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>
	New home warranty copy:		N/A <input type="checkbox"/>	on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>
	Copy of maintenance contract available according to the DS form:		N/A <input type="checkbox"/>	on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>
	Contract for leased appliances and equipment or instalment sales contract:		N/A <input type="checkbox"/>	on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>
	Annex:		N/A <input type="checkbox"/>	on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>
	DS form:		N/A <input type="checkbox"/>	on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>

	Document showing the proportion in which the immovable is subject to GST/QST:	N/A <input type="checkbox"/>	on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>
22	Documents for sanitary systems:	N/A <input type="checkbox"/>	on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>
22	Documents for water supply system:	N/A <input type="checkbox"/>	on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>
	Water quality report:	N/A <input type="checkbox"/>	on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>
	Leases or detailed list of leases:	N/A <input type="checkbox"/>	on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>
	The by-laws of the immovable:	N/A <input type="checkbox"/>	on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>
	Statement of income and expenses:	N/A <input type="checkbox"/>	on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>
	Amendments forms:	N/A <input type="checkbox"/>	on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>
5	If the seller is represented, the documents (e.g.: declaration of transmission, proxy, judgment, will) are:	N/A <input type="checkbox"/>	on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>
	Proof of seller's identity verification:	N/A <input type="checkbox"/>	on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>
	Resolution of the business corporation (seller):	N/A <input type="checkbox"/>	on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>
	Copy of registration with the Registraire des entreprises (seller):	N/A <input type="checkbox"/>	on file <input type="checkbox"/>	missing from the file <input type="checkbox"/>	<input type="checkbox"/>
	Other:				<input type="checkbox"/>

OTHER(S)

The broker's writing is legible:

yes

no 

Organisme d'autoréglementation du courtage immobilier du Québec

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**EXPLANATORY LEAFLET
BROKERAGE CONTRACT AND TRANSACTION RECORD
IMMOVABLE CONTAINING LESS THAN FIVE DWELLINGS
(including divided/undivided co-ownership)**

NOTE

This explanatory leaflet contains information concerning the lines preceded by a number in the broker assessment sheet.

- 1 The broker's licence can be checked on synbad.com in the "My record" section under the "Monitoring of my brokers" sub-section, where agency executive officers can see whether the broker holds a restricted licence, if he is a beginner broker or if he is authorized to act within a business corporation. This verification must be carried out during the examination of the file. The agency and broker's name and the licence number must be identical to those appearing on the licence issued by the OACIQ.
- 2 If the broker is a beginner, each of his records must be checked for the entire period when he had the beginner status. For more information, see article 17102 entitled *The agency's duty to supervise the brokers acting on its behalf, and supervision of brokers new to the profession.*
- 3 If the broker is holding a restricted brokerage licence, the agency executive officer must ensure that the broker does not carry out his activities outside his authorized area of practice. For more information, see article 124426 entitled *Supervision of brokers with a restricted licence.*
- 4 If the Brokerage contract or the Promise to purchase is missing from the file, the agency executive officer must ask the broker to document his record immediately.
- 5 If the seller or buyer is represented, his name and his representative's name, as well as their contact information must appear in section 1, and the related documents must be placed on record (e.g. proxy, resolution).
- 6 To verify the identity of the seller or representative, all the fields must be completed and the broker must ensure that the occupation or main activity is entered in clear terms. For more information, please read article 202214 on synbad.com: *Clearly identifying the occupation or the main activity of the individual whose identity is being checked.*
- 7 If the seller is represented, the nature of the relationship between the seller and the representative must be specified in clause 1.2. If the seller is a natural person and he is represented, his name, date of birth and occupation or main activity must be indicated in clause 1.2. If the seller is a corporation and is represented, in addition to the nature of the relationship, the main activity of the corporation must be indicated in clause 1.2.
- 8 The broker must not use the document from the municipality to complete this section. The information about dimensions or area must be taken from an official document, usually the certificate of location or the cadastral plan if the lot is renovated (available on the Online Land Register). For the Promise to purchase, the information can be found in the description sheet. However, if the information on the description sheet seems incomplete, missing or incorrect, it must be checked before inserting it in the Promise to purchase form.
- 9 Most of the information for a divided co-ownership can be found in the declaration of co-ownership, the certificate of location or the Index of immovables. To resell an undivided co-ownership, the information can be taken from the deed of sale, among other things. For the Promise to purchase, the information can be found in the description sheet. However, if the information on the description sheet seems incomplete, missing or incorrect, it must be checked before inserting it in the Promise to purchase form.
- 10 In section 7, the percentage could be incorrect in clause 7.1 if, for example, it was less than the amount indicated in clause 7.4. Clause 7.1 is the total remuneration that the seller must pay, including the portion for the buyer's broker (collaborator).
- 11 The remuneration sharing must be the same in the Brokerage contract and the description sheet. The section must always be completed since, according to the regulations, the remuneration sharing in case of collaboration must be disclosed in writing to the seller.
- 12 In clause 8.5 of the Brokerage contract (BCD), the number of years for which the seller has provided the minutes must be entered. These documents must be on record since they are available.
- 13 If a clause is added, the broker must ensure that it is clear and specific. It is recommended to use or adapt the standard clauses available on synbad.com. For the remuneration reduction clause, the use of the form *Annex RCOM – Reduced compensation* is strongly recommended. When drafting a clause for the Promise to purchase, the following five items must be included: **who must do what**, within what **period**, what are the **consequences** of the condition on the transaction and how should the **notice** be sent?
- 14 If the Brokerage contract is non-cancellable (irrevocable), it is strongly suggested that the client affix his initials to confirm that explanations were given to him about the definition of a non-cancellable (irrevocable) contract.

- 15 The signature of the seller(s) or broker(s) on the contract can be selected as compliant in the tool when it corresponds to the identity of the parties and to what is indicated in the documents on record.
- 16 If the broker(s) and the seller(s) have signed at different dates or locations, several questions arise: Did the seller(s) receive their duplicate, since the client is not bound to perform his obligations under the contract before being in possession of a duplicate of the contract? Was the client's identity verified remotely? If yes, did the broker comply with FINTRAC's procedure and enlist the services of a mandatory?
- 17 If the form or document is signed electronically, in order to validate the authenticity of the signatures on the document, it must be kept on electronic media, as it contains encrypted information which forms an integral part of it and helps validate its authenticity. In addition, it is essential for the broker who initiates the electronic signature process to keep the authentication certificate on record.
- 18 When it is not mandatory to use the BCS form (for example, when the immovable contains five dwellings or more or when the seller is not a natural person), the use of the DS form is not mandatory even if it is highly recommended. If the DS form is not used, the seller's declarations must be made in section 11 of the BCS form or in section 8 of the BCG form. These declarations must then be entered in the description sheet in order to be included in the Promise to purchase form. For more information on how to complete the form, please check the *Interactive tool on forms* available on synbad.com.
- 19 When the certificate of location or other documents on record contain information, including but not limited to mortgages, servitudes, encroachments, derogations to zoning by-laws, etc., this information must be inserted in section D14 of the DS form.
- 20 The record must contain a description sheet even if the seller waived the advertisement of the immovable on Centris®. The in-house description sheet must indicate the following statements:
- the existence of declarations by the owner of the immovable for sale or lease and the availability of substantiating documents, if applicable;
 - that the immovable is being sold with no legal warranty, if applicable;
 - the name of the broker or agency under the Brokerage contract and the licence held, displayed prominently in type of the same colour at least the size of the other information appearing in the document or property description;
 - that the holder under the brokerage contract has a direct or indirect interest in the immovable and that the notice required by section 18 of the *Regulation respecting brokerage requirements, professional conduct of brokers and advertising* is available, if applicable;
 - that the document or property description is not an offer or a promise that may bind the seller to the buyer, but is invitation to submit such offers or promises, if the brokerage contract is for the sale of the immovable;
 - information on the subject of the brokerage contract or the parties to it that is necessary to complete a transaction proposal, unless the owner of the immovable gives written instructions regarding non-disclosure of the his or her identity.
- 21 The description sheet prepared by the broker contains the necessary information to describe the immovable. **ALL** this information must have been checked by the broker and confirmed by the documents on record. If the broker is not able to verify a piece of information, it cannot be inserted in the description sheet. Any statement intended for the collaborating broker (e.g.: visit restriction or 24-hour notice) must be included in the brokerage contract or in an annex.
- 22 A brokerage contract record must not only contain the Brokerage contract and its annexes, but also all the documents used to perform the contract, including those showing the accuracy of information provided. For example, the Index of immovables, renovation invoices (if they are available according to the DS form or if the broker entered information in this regard in the description sheet), etc. The documentation of a transaction record for an unrepresented seller (FSBO) is identical to a listing record and meets the broker's duty to verify. If the record is poorly documented, the broker should be asked to document it immediately.
- 23 If the records are held electronically and documents are not properly digitized, digitization must be redone. In addition, the person who has not properly digitized the file must be reminded of the rules pertaining to document quality control. The agency instructions in this regard must be clear to avoid the destruction of paper documents before verification, among other things.
- 24 Sometimes information on municipal or school taxes is not available, for example for new homes. But these are usually exceptions.
- 25 If the Brokerage contract was signed while the broker was acting on behalf of another agency, the agency change notice indicating the client's choice to follow the broker to his new agency must be on record to show that the contract is still valid.
- 26 Clause 2.1 of Annex RCOM should be used by the broker to enter in detail any other remuneration that the client undertakes to pay, specifying whether it will be added or deducted from the remuneration set out in the Brokerage contract identified in section 1, as well as the method of remuneration used (e.g.: hourly rate, additional lump sum, object of remuneration, frequency of execution, etc.). Similarly, in clause 2.2, the costs (expenses incurred by the broker) that the client undertakes to pay must be entered in details (e.g.: type of costs, frequency, date incurred, etc.).
- 27 Once section 3 of the annex RCOM is completed, the broker must provide the agency with the disbursements or remuneration advance cheque. The agency must then deposit the cheque immediately in the trust account, making sure that it is strictly managed as prescribed by regulations (i.e. compliance with the fiduciary clause, issuance of a trust receipt, etc.). Moreover, the administrative documents (copy of cheque, costs or remuneration invoice, etc.), used as a proof of deposit or withdrawal, must be kept on record. For more information on managing trust sums, please check the *Reference Guide - Managing Trust Accounts* available on synbad.com.

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- 28** Managing trust sums must be carried out rigorously. If an amount to be deposited in the trust account is indicated in a promise to purchase or an Annex RCOM or in any other attached document (AM or CP), make sure that the said amount is received by the agency and that the different actions were taken without delay in accordance with the regulations (i.e. compliance with the fiduciary clause, issuance of a trust receipt, etc.). Moreover, the administrative documents (copy of cheque, costs or remuneration invoice, etc.), used as a proof of deposit or withdrawal, must be kept on record. For more information on managing trust sums, please check the *Reference Guide - Managing Trust Accounts* available on synbad.com.
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- 29** The broker must avoid mentioning the certificate of location in section 9 of the Promise to purchase in order to allow the buyer to avail himself, where appropriate, of the possibility of obtaining a certificate of location describing the current state of the immovable or of the provisions of clause 10.7 should a defect or irregularity be detected during the examination of the documents by the notary. Should the buyer wish to get a certificate of location to check it out before visiting the notary, the broker must include a condition under section 12 – Other declarations and conditions of promise to purchase forms without the buyer having to declare himself satisfied with it. It is recommended to use the wording of the standard clause 3.20 – Obtainment of the certificate of location within the specified time frame.
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- 30** The document placed on record to confirm the undertaking of the mortgage lender to grant the amount of the loan applied for must meet certain requirements. For more information on the form of the document that the buyer must provide to the seller under clause 6.2, please read article 200783 on synbad.com: *Mortgage approval: The required document*.
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- 31** Where appropriate, it is recommended to keep a proof on record showing that the buyer has obtained the requested documents within the specified time period (for example: acknowledgement of receipt, email, fax or other means). If the seller fails to remit to the buyer the required documents within the time period specified in clause 9.1, the buyer could render his promise to purchase null and void.
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