

For Use with Statutory Offers to Purchase made after November 1, 2025

Seller's Undertaking

Conveyancing Practices Working Group, version 2025.1

UNDERTAKING

TO: <<Name(s) of Buyer(s)>>

AND TO: <<Buyer's Law Firm>>, <<Buyer's Solicitor>>

RE: Agreement (the "Agreement") between **[INSERT SELLER'S NAMES]** (the "Seller") and **[INSERT BUYER'S NAMES]** (the "Buyer") for the purchase and sale of **[INSERT MUNICIPAL PROPERTY ADDRESS]** (the "Property")

In consideration of and notwithstanding the closing of the above transaction under the Agreement, I hereby undertake as follows:

1. to deliver up possession of the Property on closing, vacant of persons and personal property unless otherwise specified by the Agreement, and to leave on the Property all access devices, including keys, keypad lock codes, garage door openers, wireless technology passwords or other passwords or security codes necessary to allow the Buyer to access and use the Property;
2. to leave on the Property all chattels and fixtures specified in the Agreement, free of encumbrances, liens and claims of any kind, and all municipal garbage and recycling bins;
3. to pay all arrears of taxes to the extent that an allowance has not been granted to the Buyer on account thereof [and to pay the 202_ taxes in accordance with the Statement of Adjustments];
4. to conduct and submit a water meter reading on or immediately before closing and to pay in full the final water account for all services to the Property up to the date of closing, to pay all other utility accounts to the date of closing, and if the Property is a condominium, to pay all common element or other condominium charges up to the date of closing;
5. to pay off and discharge any existing mortgages, registered lines of credit, liens, judgments, executions, and other non-permitted encumbrances affecting the Property in accordance with the Agreement;

6. to readjust, forthwith upon demand, for any incorrect item on the Statement of Adjustments or for any item not included in the Statement of Adjustments that should have been included pursuant to the Agreement, whether such correction is necessary due to error, oversight, availability of more current information (e.g. property taxes), or otherwise; and
7. if I am or will be on the date of closing a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), to file with the Canada Revenue Agency a request for a Certificate of Compliance as prescribed by s. 116 of the *Income Tax Act* (Canada) within 10 calendar days of the date of closing.

I acknowledge that the within undertakings shall be relied upon by the Buyer and the Buyer's representatives and are intended to survive the closing of the transaction.

Dated at the ____ of _____ in the Province of Manitoba this ____ day of _____, 2025.

Witness:	)	
	)	
_____	)	
Name: <i>(print)</i>	)	<<Name of Seller>> _____

Witness:	)	
	)	
_____	)	
Name: <i>(print)</i>	)	<<Name of Seller>> _____