

Total # of pages in this Agreement including all Schedules:

Agreement of Purchase and Sale Schedule(s): is/are attached and form(s) part of this Agreement.

- | | | |
|---|---|---|
| <input type="checkbox"/> Equipment | <input type="checkbox"/> Mini/Mobile Home | <input type="checkbox"/> Multi-Unit Residential Income Properties |
| <input type="checkbox"/> Resale Condominium | <input type="checkbox"/> Vacant Land | <input type="checkbox"/> Sale of Buyer's Property (SOBP) |
| <input type="checkbox"/> Water & Septic | <input type="checkbox"/> Other _____ | |

The Buyer _____
of _____

having personally viewed the following property having not personally viewed the following property
offers to buy from the Seller _____

the property known as (civic address/ lot #) _____

(PID(s)/ Serial #) _____ in the County of _____ Province of Nova Scotia

(the Property), at a purchase price of _____ dollars (\$ _____ CDN)

on the following terms subject to provisions in clause 5.1 regarding HST.

1. Deposit

1.1. The Buyer submits _____ dollars
(\$ _____ CDN) on or before _____
payable to _____

in trust, as a deposit to be held pending completion or termination of this Agreement and to be credited towards the purchase price on completion. Balance of purchase price to be paid on closing or as otherwise stated in this Agreement. If the deposit is not delivered as specified, the Seller shall be at liberty to declare this Agreement null and void.

1.2. It is understood and agreed that if the Buyer does not complete this Agreement in accordance with the terms thereof, the Buyer will forfeit the deposit, in addition to any other claim which the Seller may have against the Buyer for the Buyer's failure to complete. If the deposit is being returned to the Buyer, in accordance with the terms of this Agreement, it shall be done without interest or penalty (unless otherwise specified). It is agreed by the Buyer and the Seller that the release of the deposit from the brokerage trust account is subject to the applicable Commission Bylaws.

1.3. The Buyer and Seller agree that any deposit held in trust by the Brokerage per clause 1.1, that is over and above the remuneration (including HST) due to that Brokerage on closing of the transaction, will be transferred to the Seller's lawyer's trust account once conditions unrelated to title have been met. These funds shall remain in the Seller's lawyer's trust account until closing.

2. Closing and Conveyance

2.1. The Seller shall use best efforts to have the Property clean and vacant, subject to the provisions of 2.2, for the Buyer's pre-closing viewing by _____ (a.m./p.m.) on the date outlined in clause 2.2.

2.2. This Agreement shall be completed on or before the _____ day of _____ 20____ (the closing date). Upon completion, vacant possession of the Property shall be given to the Buyer unless otherwise provided as follows: _____

2.3. All lands, buildings, fixtures and all other property being purchased hereby shall remain at the risk of the Seller. The Seller shall be responsible to keep the Property insured until closing. In the event of damage to the Property, the Buyer, having been advised of the insurance policy details, may either agree to accept the proceeds of the insurance and complete the purchase, or may terminate this Agreement and the deposit shall be returned to the Buyer (**not applicable to Resale Condominium Schedule – see clause 4 of the Schedule**).

2.4. Interest, rentals, leases, taxes, rates and fuel on the premises are to be adjusted to the closing date. The cost of municipal improvements, betterment charges and capital charges for utility or municipal services completed as of the date of this Agreement, whether billed or not, are to be paid by the Seller on or before the closing date unless otherwise stated.

2.5. The conveyance of the Property, which is the subject of this Agreement, shall be by _____ Deed (or general conveyance, if a mini/mobile home), drawn at the expense of the Seller, to be delivered on payment of the purchase price on the closing date. The Property is to be conveyed free from encumbrances, except for any easements, registered restrictions or covenants that do not materially affect the enjoyment and use of the property (**not applicable to Resale Condominium Schedule – see clause 3 of the Schedule**).

OFFER DATE: _____ / _____ / _____

PROPERTY: _____

BUYER: _____

3. Seller's Obligations

The Seller shall provide the Buyer or the Buyer's Agent with a copy of the following on or before _____ 20____ (check the applicable boxes).

- Property Disclosure Statement
- Any restrictive covenants that may affect the Property
- Equipment Schedule, if not attached, and all related contracts
- Location certificate and/or survey, if available, without representations or warranties
- Other: _____
- Other: _____

4. Buyer's Conditions

4.1. This Agreement is subject to the Buyer, at the Buyer's expense, securing, conducting or reviewing the following on or before _____ 20____ (check the applicable boxes).

- Property Disclosure Statement
- Any restrictive covenants that may affect the Property
- Equipment Schedule, if not attached
- Financing
- Property Inspection(s)
- Insurance
- Other: _____
- Other: _____

These conditions shall be deemed to be satisfactory to the Buyer unless the Seller or the Seller's Agent is notified to the contrary in writing on or before the date outlined in clause 4.1. If notice to the contrary is received, either party shall be at liberty to terminate this Agreement and the deposit shall be returned to the Buyer.

4.2. The Seller agrees to provide all reasonable assistance and access to the Buyer to allow completion of the above investigations and inspection(s) outlined in clause 4.1 and any schedule(s) attached to this Agreement.

5. Harmonized Sales Tax (HST)

It is the Seller's responsibility to determine whether the proposed transaction is subject to HST pursuant to the Excise Tax Act.

5.1. The Seller has determined that the Property is (check one of the following):

- Exempt from HST
- Partially subject to HST; included in purchase price
- Partially subject to HST; over and above purchase price
- Subject to HST; included in purchase price
- Subject to HST; over and above purchase price

5.2. If the conveyance contemplated by this Agreement is exempt or partially exempt from HST the Seller agrees to provide the Buyer, on or before the closing date, a certificate in a form reasonably satisfactory to the Buyer certifying that the conveyance contemplated by this Agreement is exempt from HST.

5.3. If the conveyance contemplated by this Agreement is subject to HST, then the HST shall be remitted in accordance with the applicable legislation.

6. Fixtures and Chattels

6.1. All fixtures attached to the Property as viewed on the _____ day of _____ 20____, are to remain with the Property and shall be included in the purchase price.

6.2. The following chattels, as viewed on the Property by the Buyer on the date in clause 6.1 and owned by the Seller shall remain with the Property, be included in the purchase price and shall be conveyed to the Buyer in good working order, free and clear of encumbrances, on the date of closing:

- Fridge Stove Washer Dryer Freezer
- Microwave Dishwasher Other _____
- Other _____ Other _____

7. Additional Conditions

8. Lawyer Review

This Agreement is subject to the review by both the Buyer's and Seller's lawyers, acting reasonably with respect to wording and content within the Agreement. This review shall be deemed to have been acceptable to both parties, unless the other party or their Agent is notified to the contrary, in writing, on or before the _____ day of _____ 20____.

If notice to the contrary is received, either party shall be at liberty to terminate this Agreement and the deposit shall be returned to the Buyer.

9. Property Migration

9.1. It is agreed and understood that (choose a or b):

- a) the Property title has been migrated to the Land Registration System, at the date of this Agreement.
- OR**
- b) the Property title has not been migrated to the Land Registration System at the date of this Agreement, and the Seller agrees, at the Seller's expense, to do so at least seven (7) business days prior to closing.

10. Title Investigation

10.1. This Agreement is subject to the Seller's Lawyer, at the Seller's expense, providing the Buyer's Lawyer with the PID(s) for the property within ten (10) business days of acceptance of this offer.

If the migration process requires the assignment of additional PID(s) they will be provided, to the Buyer, at the time of notification that the migration is complete.

10.2. The Buyer, at the Buyer's expense, will be allowed five (5) business days to investigate title to the Property after receipt of the PID(s) or, if the Property has not been migrated as of the date of this Agreement, five (5) business days after receiving notification that the migration is complete.

If within that time frame any valid objection to title is made, in writing, to the Seller and which the Seller is unable or unwilling to remove and which the Buyer will not waive, this Agreement shall become null and void and the deposit shall be returned to the Buyer.

OFFER DATE: _____ / _____ / _____

BUYER'S INITIALS: _____ / _____ SELLER'S INITIALS: _____ / _____

PROPERTY: _____

BUYER: _____

11. Miscellaneous Provisions

- 11.1. Any tender of documents to be delivered or money payable may be made upon the Seller or the Buyer or any party acting on their behalf. Money paid, subsequent to the deposit, shall be by Solicitor's trust cheque, certified cheque, electronic transfer or their equivalent, drawn on a chartered Canadian Bank, Trust Company or Credit Union.
- 11.2. All representations given by the Seller contained in this Agreement shall survive the closing unless otherwise stated in this Agreement.
- 11.3. Time shall, in all respects, be of the essence in this Agreement. In the event of a written agreement of extension, time shall continue to be of the essence. Failure to act within the time required constitutes a breach of the contract.
- 11.4. The Seller and the Buyer agree to be bound by offers and counter offers and related documentation that may be transmitted electronically and that reproductions of the signatures therein including electronic signatures, will be treated as originals.
- 11.5. No amendment to the terms of this Agreement shall be effective unless it is in writing and signed by all parties.
- 11.6. If there is conflict or discrepancy between any provision added to this Agreement and any provision in the standard printed portion hereof, the added provision will supersede the standard printed provision.
- 11.7. This Agreement will be read with all changes of number and gender required by the context.
- 11.8. This Agreement will be governed by the laws of the Province of Nova Scotia and the Seller, Buyer and the Brokerage(s) will submit to the jurisdiction of the Courts of the Province of Nova Scotia for the resolution of any disputes that may arise out of this Agreement.
- 11.9. This Agreement shall be for the benefit of and be binding upon the parties, their respective heirs, executors, administrators, successors and assigns.
- 11.10. Business days are Monday–Friday, excluding statutory, provincial and civic holidays in the Province of Nova Scotia.

12. Agency Relationship

Complete 12.1 and 12.2 OR 12.3:

12.1. The Seller acknowledges that they do / do not have an agency relationship with either:

_____ Brokerage

and / or _____ Brokerage Representative or Designated Agent

12.2. The Buyer acknowledges that they do / do not have an agency relationship with either:

_____ Brokerage

and / or _____ Brokerage Representative or Designated Agent

OR

12.3. The Buyer and the Seller acknowledge that they are in a transaction brokerage relationship and have signed a Transaction Brokerage Agreement with:

_____ Brokerage

and / or _____ Brokerage Representative or Designated Agent

13. Time for Seller's Response

This offer shall be open for acceptance until _____ a.m./ p.m. Atlantic Time on the _____ day of _____ 20 _____.

Dated on the _____ day of _____ 20 _____.

Signed, Sealed and delivered in the presence of:

Witness

Witness

In Witness whereof I have hereunto set my hand and seal:

Buyer  SEAL

Buyer  SEAL

14. Seller's Response

CHOOSE ONE OF THE FOLLOWING:

- I hereby **accept** the above offer and agree to sell on the terms set forth.
- I hereby confirm this offer was presented and **rejected**.
- I hereby confirm having read and understand this offer and have **prepared a Counter Offer**.


Dated at _____ a.m./ p.m Atlantic Time on the _____ day of _____ 20 _____.

Signed, Sealed and delivered in the presence of:

Witness

Witness

In Witness whereof I have hereunto set my hand and seal:

Seller  SEAL

Seller  SEAL

EQUIPMENT SCHEDULE

This Schedule is attached to and forms part of the Seller/ Designated Brokerage Agreement and the Agreement of Purchase and Sale.
Approved by the Nova Scotia Real Estate Commission (NSREC) for use by licensees under the Real Estate Trading Act.
NSREC is the regulatory body for real estate in Nova Scotia.

This Schedule for the Property known as: _____ PID(s)/Serial #: _____
identifies the financed/ leased/ rented equipment located on the Property. The Seller is to provide this Schedule and copies of all financed/ leased/ rented equipment contracts to their Brokerage.

Seller to complete ALL applicable sections in the table below:				
Equipment	Financing/ Leasing/ Rental Company	Term	Expiry Date	Amount (inc. HST)/ Payment Frequency
Furnace/Boiler				
Heat Pump				
Hot Water Tank				
Propane Tank				
Security System				
Area/Yard Light				

Comments: _____

1. Assumption, Payouts or Removal

- 1.1. The Seller authorizes their Brokerage to provide this Schedule to prospective Buyer(s). The Seller further agrees to immediately disclose, in writing, any changes to the above information.
- 1.2. The disposition of any financed/ leased/ rented equipment shall be as follows:
- a) Buyer to assume: _____
 - b) Seller to pay out: _____
 - c) Seller to remove: _____
- Date: ____/____/____ Seller's initials: ____/____/____

NOTICE: The information contained in this Schedule has been provided by the Seller of the Property and is believed to be accurate; however, the brokerage, its licensees, and the Nova Scotia Real Estate Commission assumes no responsibility or liability for its accuracy.

2. Buyer Acknowledgement and Disposition

- 2.1. The Buyer agree that the disposition of the equipment as indicated in clause 1.2 is either:
- a) acceptable;
- OR
- b) to be as follows: _____
- _____

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Approved by the Nova Scotia Real Estate Commission (NSREC) for use by licensees under the Real Estate Trading Act
The NSREC is the regulator of the real estate industry in Nova Scotia.

Property Address _____

Buyer _____

Seller _____

1. Unit Information

1.1. Description

The Seller confirms the resale condominium information as follows:

Corporation No. _____

Level No. _____

Unit No. _____

1.2. Parking

The Seller represents and warrants to the Buyer that parking is as follows (check all that apply):

- a) Deeded # (s) _____
- b) Assigned # (s) _____
- c) Unassigned
- d) None
- e) _____
- f) _____

1.3. Storage

The Seller represents and warrants to the Buyer that storage is as follows (check all that apply):

- a) Deeded # (s) _____
- b) Assigned # (s) _____
- c) None
- d) _____

1.4. The Seller represents and warrants to the Buyer that the monthly common expense fees are:

\$ _____

1.5. The Seller represents and warrants to the Buyer that at the time of acceptance of this offer, the Seller has not received a notice convening a special or general meeting of the unit owners of the Condominium Corporation respecting any of the following matters:

- a) The termination of the government of the Condominium property.
- b) Any alteration or addition to the common elements or renovations thereto.
- c) Any substantial change in the assets or liabilities of the Condominium Corporation.

The Seller covenants and agrees that if any such notice is received prior to the closing date, they shall forthwith notify the Buyer or Buyer's Agent in writing and the Buyer shall be at liberty to terminate this Agreement and the deposit shall be returned to the Buyer.

2. Documentation

2.1. The Seller shall provide the Buyer with a copy of (hereinafter the Documents):

- a) The Declaration, Bylaws, Common Element Rules and Regulation of the Condominium Corporation.
- b) The Reserve Fund Study (if applicable).

c) The most recent financial statements.

d) The last 12 months of Board of Directors' and Members' Minutes including most recent AGM minutes,

on or before _____ 20____. The Buyer shall be deemed to be satisfied with the Documents unless the Seller or the Seller's Agent is notified to the contrary, in writing, on or before the _____ of _____, 20____. If notice to the contrary is received, then either party shall be at liberty to terminate this Agreement and the deposit shall be returned to the Buyer.

- 2.2. It is understood and agreed by the parties that the results of a Reserve Fund Study may cause the condominium fees to increase or a Special Assessment to be levied.
- 2.3. The Seller agrees, at their expense, to provide the Buyer an estoppel certificate prepared and executed in accordance with the Condominium Act of NS and the Bylaws of the Condominium Corporation in respect of the common expenses of the Seller and any default in payment thereof, not less than seven (7) business days prior to the closing date. The Buyer shall be deemed satisfied with the certificate unless the Seller or the Seller's Agent is notified to the contrary, in writing, within three (3) business days of receipt of the certificate. If notice to the contrary is received, then either party shall be at liberty to terminate this Agreement and the deposit shall be returned to the Buyer.

3. Conveyance

3.1. The Buyer agrees that the conveyance of the property shall be subject to the provisions of the Condominium Act of N.S., the Declaration and Bylaws, including the Common Element Rules and Regulations of the Condominium Corporation; and agrees to accept title to the property subject to all rights and easements registered against title for the supply and installation of telephone services, electricity, gas, sewers, water, television cable facilities and other related services included, but not limited to any existing municipal Agreements and utilities or service contracts.

4. Damage

- 4.1. The unit and equipment therein shall be and remain at the risk of the Seller who shall be responsible to keep the Property insured until closing. In the event of damage to the unit or the building prior to closing, the Seller and the Buyer agree as follows:
 - a) That in the event of damage to the unit, the Buyer having been advised of the insurance policy details, may agree to complete the purchase with the proceeds of the Seller's unit insurance policy and the Condominium Corporation's Master Insurance Policy being used to repair the damage to the unit in accordance with the provisions of the applicable policy or declare this Agreement to be null and void, and the deposit shall be returned to the Buyer.
 - b) That in the event of major or substantial damage to the condominium building in which the unit is located or common elements, covered by the Condominium Corporation's Master Insurance Policy, the Buyer may, at their option, agree to complete the purchase or declare this Agreement to be null and void and the deposit shall be returned to the Buyer.

5. Adjustments / Representations

- 5.1. The Buyer and the Seller agree that any:
 - a) Special assessments outstanding or levied by the Condominium Corporation on or before closing shall be paid by the Seller.
 - b) Credit balance in the Reserve or Contingency Fund of the Property is included in the purchase price.
 - c) Monthly common expense fees are to be adjusted to the closing date.

VACANT LAND SCHEDULE

This Schedule is attached to and forms part of the Agreement of Purchase and Sale.
Approved by the Nova Scotia Real Estate Commission (NSREC) for use by licensees under the Real Estate Trading Act
The NSREC is the regulator of the real estate industry in Nova Scotia

Property Address _____

Buyer _____

Seller _____

1. Seller's Obligations

1.1. The Seller shall provide, prior to closing, and include in the purchase price the following services (check all that apply):

- Street Paving Curbs Sidewalks
- Sewer Service to the Property Line Storm Water Drainage
- Water Service to the Property Line
- _____
- _____
- _____

Any Municipal charges required to connect to the Municipal services are the responsibility of the Buyer.

1.2. The Seller confirms that (check one, if applicable):

- Final municipal lot approval for the Property has been obtained
- OR**
- Final municipal lot approval for the Property will be obtained on or before the _____ day of _____ 20_____, failing which the Buyer shall be at liberty to terminate this Agreement and the deposit made shall be returned to the Buyer.

2. Buyer's Conditions

2.1. This Agreement is subject to the Buyer, at the Buyer's expense, satisfying themselves that the following is available or can be obtained (check all that apply):

- A building permit for the Buyer's intended structure(s)
- A permit to install an on-site sewage disposal system
- A well, providing a quality and quantity of water for the Buyer's intended usage
- Permission from the appropriate person or Government Agency to install a driveway at a suitable location
- Confirmation that utilities can be installed at suitable location and costs
- A survey which confirms the location, size and configuration of the land to be conveyed
- Subdivision approval
- Zoning approval for the lot
- Environmental Assessment
- _____
- _____

The Seller agrees to provide, to the Buyer, any copies and documents in their possession relating to the above items or before the _____ day of _____ 20_____.

2.2. The Seller shall provide the Buyer access to the property to carry out appropriate tests and the Buyer agrees to return the Property to its original condition and agrees to indemnify the Seller for any loss or damage suffered as a result of the property access.

2.3. The Buyer shall be deemed to be satisfied with clause 2.1 unless the Seller or Seller's Agent is notified to the contrary, in writing, on or before the _____ day of _____ 20_____. If notice to the contrary is received, either party shall be at liberty to terminate this Agreement and the deposit shall be returned to the Buyer.

3. Improvements

3.1. The following improvements to the Property are to remain with the Property and shall be included in the purchase price:

4. Additional Conditions

MINI/MOBILE HOME SCHEDULE

This Schedule is attached to and forms part of the Agreement of Purchase and Sale.
Approved by the Nova Scotia Real Estate Commission for use by licensees under the Real Estate Trading Act.
NSREC is the regulatory body for real estate in Nova Scotia.

Property Address _____

Buyer _____

Seller _____

1. Mini/Mobile Home Description

1.1. The Seller confirms the mini/mobile home information as follows:

Check only one of the boxes: On Seller's land On rented pad

Model #: _____

Serial #: _____

Make: _____

Manufacture Year: _____

Dimensions: _____

2. Seller's Obligations

Complete clauses 2 and 3 only if the mini/mobile home is located in a park.

2.1. The Seller shall:

- a) Provide the Buyer or the Buyer's Agent with:
 - i) a current copy of the park rules and regulations
 - ii) confirmation of the current lot rent
 - iii) the assessment account number
 - iv) Park Management's contact information
- b) At the Seller's expense have the Property inspected by Park Management
- c) Obtain written confirmation from Park Management that the home can remain on the lot
- d) Other _____
- e) Other _____

on or before _____ day of _____ 20____.

3. Buyer's Obligations

3.1. The Buyer, at the Buyer's expense, shall satisfy themselves as to the following:

- i) approval by Park Management as a tenant
- ii) approval for the home to remain on the lot
- iii) confirmation of the monthly lot rental
- iv) a copy of the Park rules and regulations

Other _____

3.2. The Buyer shall be deemed satisfied with clause 2.1 and 3.1 unless the Seller or the Seller's Agent is notified to the contrary, in writing,

on or before _____ day of _____ 20____.

If notice to the contrary is received, either party shall be at liberty to terminate this Agreement and the deposit shall be returned to the Buyer.

4. Additional Conditions

MULTI-UNIT RESIDENTIAL INCOME PROPERTY SCHEDULE

This Schedule is attached to and forms part of the Agreement of Purchase and Sale.
Approved by the Nova Scotia Real Estate Commission (NSREC) for use by licensees under the Real Estate Trading Act.
NSREC is the regulatory body for real estate in Nova Scotia.

Property Address _____

Buyer _____

Seller _____

1. Seller's Obligations

1.1. The Seller shall provide the Buyer or the Buyer's Agent with the following on or before _____ day of _____ 20____.

- A zoning letter from the municipality confirming authorized use
- Occupancy Permits, if available
- Fire Marshall Reports that are in the Seller's possession
- Copies of all written leases for the property
- Financial statements for the Year(s) _____
- Current rent rolls and a statement of rent arrears
- Environmental assessment, if available
- Outstanding work orders, if applicable

1.2. The Seller acknowledges and agrees that the Buyer or the Buyer's Agent may contact the municipality as part of their due diligence.

2. Buyer's Obligations

2.1. The information from above clauses is deemed to be satisfactory unless the Seller or the Seller's Agent is notified to the contrary, in writing, on or before _____ day of _____ 20____.
If notice to the contrary is received, either party shall be at liberty to terminate this Agreement and the deposit shall be returned to the Buyer.

3. Miscellaneous Obligations

- 3.1. The Seller and Buyer agree that if, at the time of closing, the total of vacant units plus any Notices to Quit that have been given by existing tenants is more than _____, the Buyer may, at their option, terminate this Agreement and the deposit shall be returned to the Buyer. The Seller warrants to provide, prior to closing, a copy of all Notices to Quit which have been received, up to, and including the closing date.
- 3.2. The Seller agrees to deliver to the Buyer, at the time of closing, all keys for the building, including one for each unit(s), one master key and, where applicable, one key for each coin-operated appliance on the Property with all keys to be properly labeled as to their usage.
- 3.3. The Seller agrees to provide to the Buyer, at the time of closing, the contact information for remaining tenants.
- 3.4. The Seller agrees that all security deposits, together with accumulated interest, shall be transferred to the Buyer at closing.
- 3.5. The Seller agrees to provide to the Buyer, at closing, a written Notice to Tenants indicating that the ownership of the building has been transferred and that future rental cheques are to be made payable as directed by the new owner. (Where applicable, the notice will also confirm to the tenants that security deposits and/or post-dated cheques have been transferred to the new owner).

4. Additional Conditions

WATER AND SEPTIC SCHEDULE

This Schedule is attached to and forms part of the Agreement of Purchase and Sale.
Approved by the Nova Scotia Real Estate Commission (NSREC) for use by licensees under the Real Estate Trading Act
The NSREC is the regulatory body for the real estate industry in Nova Scotia.

Property Address _____

Buyer _____

Seller _____

1. Seller's Obligations

1.1. The Seller shall provide the Buyer or the Buyer's Agent with a copy of all reports and certificates in the Seller's possession pertaining to the property's well and septic on or before

_____ day of _____ 20____.

1.2. The Seller, at the Seller's expense, agrees to mark the well location(s), make them accessible and expose septic tank covers, as required for inspection(s) on or before the date indicated in clause 3 of the Agreement of Purchase and Sale.

1.3. The Seller shall provide proof to the Buyer or the Buyer's Agent that the septic tank has been pumped out within the last _____ by a qualified company. If not, the Seller agrees, at their expense to have the septic pumped out by a qualified company prior to closing. Seller to provide proof of pumping to Seller's lawyer on or before closing.

2. Buyer's Conditions

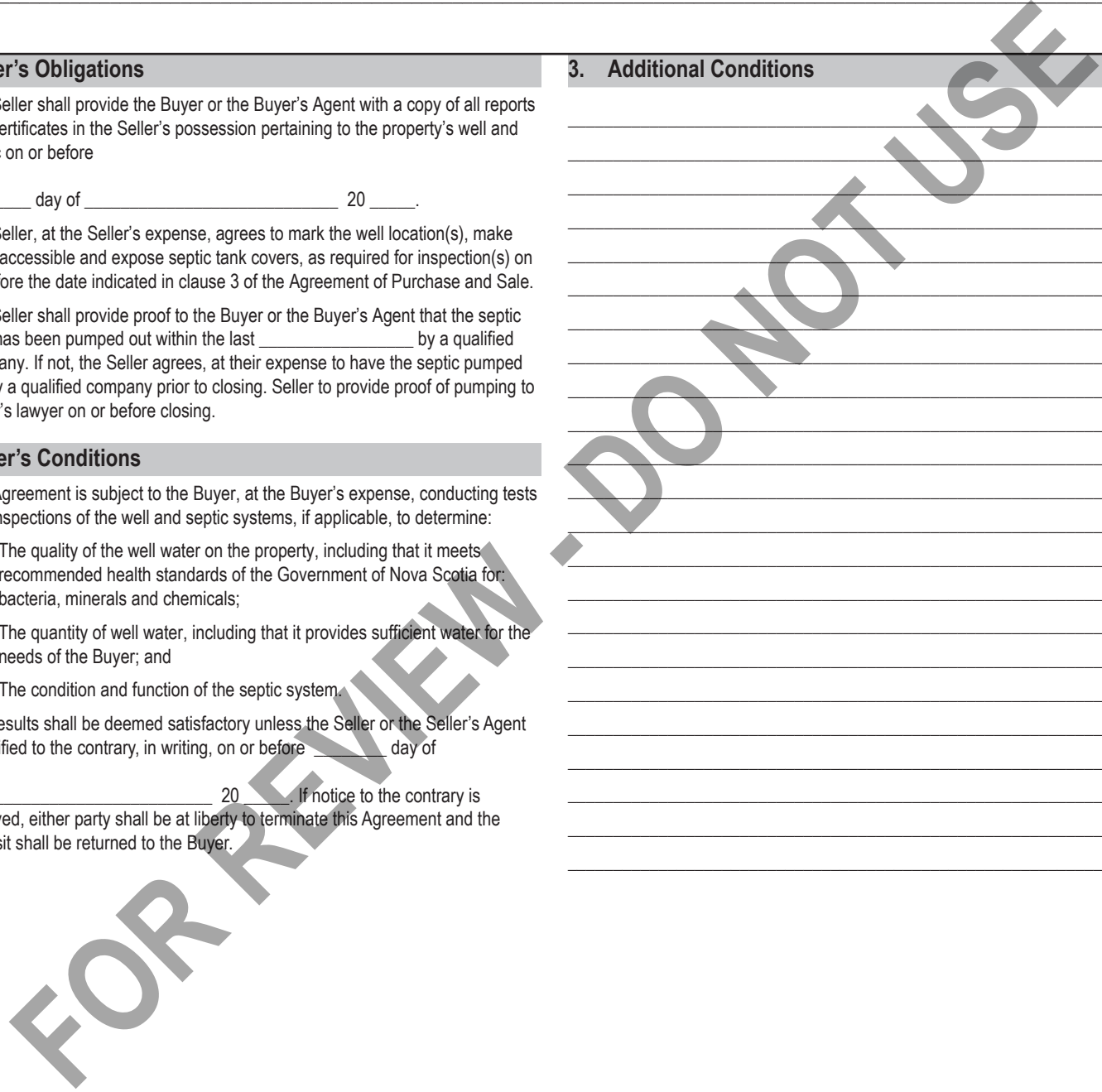
2.1. The Agreement is subject to the Buyer, at the Buyer's expense, conducting tests and inspections of the well and septic systems, if applicable, to determine:

- a) The quality of the well water on the property, including that it meets recommended health standards of the Government of Nova Scotia for: bacteria, minerals and chemicals;
- b) The quantity of well water, including that it provides sufficient water for the needs of the Buyer; and
- c) The condition and function of the septic system.

The results shall be deemed satisfactory unless the Seller or the Seller's Agent is notified to the contrary, in writing, on or before _____ day of

_____ 20____. If notice to the contrary is received, either party shall be at liberty to terminate this Agreement and the deposit shall be returned to the Buyer.

3. Additional Conditions



SALE OF BUYER'S PROPERTY SCHEDULE

This Schedule is attached to and forms part of the Agreement of Purchase and Sale.
Approved by the Nova Scotia Real Estate Commission (NSREC) for use by licensees under the Real Estate Trading Act.
NSREC is the regulatory body for the real estate in Nova Scotia.

Buyer _____

Seller _____

RE: Agreement of Purchase and Sale (the Agreement) between the Buyer and Seller dated the _____ day of _____ 20____ relating to the Property known as:

_____ PID(s)/ Serial #: _____

1. Buyer's Conditions

1.1. This Agreement is subject to the Buyer obtaining an agreement of purchase and sale with all conditions met, with the exception of title, for the sale of their property located at:

_____ on or before _____ day of _____ 20____.

Upon all conditions in that agreement being met, with the exception of title, the Buyer agrees to delete the terms of this Schedule, in writing, using the Buyer Notice to Seller (Form 430C). If no such agreement is in place by this date, this Agreement shall be deemed null and void, and the deposit shall be returned to the Buyer upon completion of the Termination of Agreement of Purchase and Sale and Release of Deposit (Form 440).

1.2. The Buyer reserves the right to delete clause 1.1 of this Schedule at any time using the Buyer Notice to Seller (Form 430C). If this deletion is being made without having an agreement of purchase and sale, with all conditions met, with the exception of title, in place for the sale of their property, a letter confirming financing shall be provided in accordance with Form 430C.

2. Seller's Conditions

2.1. The Seller reserves the right to continue to offer this Property for sale and accept another offer on the Property:

a) The Seller shall give notice to the Buyer or Buyer's Agent using the Seller Notice to the Buyer (Form 430B) allowing _____ hours, within which the Buyer will either:

i) Delete clause 1 of this Schedule using the Buyer Notice to Seller (Form 430C).

OR

ii) Declare the Agreement null and void, and the deposit shall be returned to the Buyer upon completion of clause 2.1 (b) of the Seller Notice to Buyer (Form 430B).

2.2. For the purpose of computing time, Saturdays, Sundays and all statutory, provincial and civic holidays in the Province of Nova Scotia shall be included. Time allowable for response by the Buyer pursuant to clause 2.1 (a) shall exclude the hours between 12 midnight and 8:00 a.m. on the day following delivery of notice.

SALE OF BUYER'S PROPERTY SELLER NOTICE TO BUYER

Approved by the Nova Scotia Real Estate Commission for use by licensees under the Real Estate Trading Act.
NSREC is the regulatory body for real estate in Nova Scotia.

Buyer _____

Seller _____

RE: Agreement of Purchase and Sale (the Agreement) between the Buyer and Seller accepted the _____ day of _____, 20____ relating to the Property known as:

_____ PID(s)/ Serial #: _____

1. Notice to Buyer

1.1. The Seller hereby advises they have accepted another offer. In accordance with the Agreement, the Buyer is given notice that they have _____ hours from receipt of this form to either (i) delete clause 1 of the Sale of Buyer's Property Schedule (Form 430A) OR (ii) declare the Agreement null and void. If written notice is not received in accordance with the time specified, the Agreement shall be terminated and the Buyer's deposit shall be returned.

Dated at _____ a.m./p.m. Atlantic Time this _____ day of _____, 20____.

Signed, sealed and delivered in the presence of:

In Witness whereof I have hereunto set my hand and seal:

Witness

Seller  SEAL

Witness

Seller  SEAL

2. Buyer's Response

2.1. It is agreed and understood that (choose a or b):

- a) The Buyer hereby deletes clause 1 of the Sale of Buyer's Property Schedule (Form 430A) subject to the terms and conditions contained in the Agreement. Prior to signing this Notice, the Buyer has been informed by the Brokerage Representative of the possible consequences and agree that:
 - i) The Buyer may become owner(s) of more than one property on the date set for closing.
 - ii) The Buyer is providing, with this Notice, written confirmation from their Financial Institution of their ability to finance the purchase in the Agreement without the sale of their existing property.

OR

- b) The Buyer is terminating the Agreement and directs the Brokerage to disburse the trust deposit of:

_____ Dollars (\$ _____ CDN) payable to:

Name: _____

Mailing Address: _____

Dated at _____ a.m./p.m. Atlantic Time this _____ day of _____, 20____.

Signed, sealed and delivered in the presence of:

In Witness whereof I have hereunto set my hand and seal:

Witness

Buyer  SEAL

Witness

Buyer  SEAL

SALE OF BUYER'S PROPERTY BUYER NOTICE TO SELLER

Approved by the Nova Scotia Real Estate Commission for use by licensees under the Real Estate Trading Act.
NSREC is the regulatory body for the real estate in Nova Scotia.

Buyer _____

Seller _____

RE: Agreement of Purchase and Sale (the Agreement) between the Buyer and Seller accepted the _____ day of _____ 20____ relating to the Property known as:

PID(s)/ Serial #: _____.

1. Notice to Seller: Buyer Removes Condition

1.1. The Buyer deletes clause 1 of the Sale of Buyer's Property Schedule (Form 430A) on the following basis:

The Buyer has an agreement in place regarding their property with all conditions met, with the exception of title, and hereby declares this Agreement binding subject to the remaining terms and conditions contained in the Agreement.

OR

The Buyer does not have an agreement of purchase and sale with all conditions met, with the exception of title on their property. With this deletion, the Buyer confirms that prior to signing this Notice, the Buyer has been informed by the Brokerage Representative of the possible consequences and agrees that:

- a) The Buyer may become owner(s) of more than one property on the date set for closing.
- b) The Buyer is providing, with this Notice, written confirmation from their Financial Institution of their ability to finance the purchase in the Agreement without the sale of their existing property.

Dated on the _____ day of _____ 20____.

Signed and delivered in the presence of:

In Witness whereof I have hereunto set my hand:

Witness

Buyer

Witness

Buyer

COUNTER OFFER

Approved by the Nova Scotia Real Estate Commission for use by licensees under the Real Estate Trading Act
NSREC is the regulatory body for real estate in Nova Scotia.

Buyer _____

Seller _____

RE: Agreement of Purchase and Sale between the Buyer(s) and Seller(s) dated the _____ day of _____, 20____ relating to the Property known as:

PID(s)/ Serial #: _____.

The Seller's offer to the Buyer includes the terms of the attached offer from the Buyer with the following amendments, exceptions and/or conditions:

1. Seller's Offer


1.1. This Counter Offer shall be irrevocable by the Seller until _____ a.m./ p.m Atlantic Time on the _____ day of _____, 20____, after which time, if not accepted by the Buyer and a copy delivered to the Seller or their Agent, this Counter Offer is withdrawn.

Dated at _____ a.m./ p.m Atlantic Time on the _____ day of _____, 20____.

Signed, Sealed and delivered in the presence of

In Witness whereof I have hereunto set my hand and seal

Witness _____

Seller _____  SEAL

Witness _____

Seller _____  SEAL

2. Buyer's Response

2.1. The above Offer of the Seller to my offer is:

Accepted

Rejected

Dated at _____ a.m./ p.m Atlantic Time on the _____ day of _____, 20____.


Signed, Sealed and delivered in the presence of

In Witness whereof I have hereunto set my hand and seal

Witness _____

Buyer _____  SEAL

Witness _____

Buyer _____  SEAL

AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE

Approved by the Nova Scotia Real Estate Commission for use by licensees under the Real Estate Trading Act.
NSREC is the regulatory body for real estate in Nova Scotia.

Buyer _____

Seller _____

RE: Agreement of Purchase and Sale (the Agreement) between the Buyer and Seller accepted the _____ day of _____, 20____ relating to the Property known as:

_____PID(s)/ Serial #:_____.

1. Proposed Amendment(s)

1.1. The Buyer Seller proposes to amend the Agreement of Purchase and Sale as follows (where more space is required, see attached Schedule):


This Amendment shall be open for acceptance until _____ a.m./p.m. Atlantic Time, on the _____ day of _____, 20____, after which time the Amendment shall be considered null and void, and the Agreement shall remain in full force and effect.

Dated on the _____ day of _____, 20____.

Signed, Sealed and delivered in the presence of:

In Witness whereof I have hereunto set my hand and seal:

Witness

Buyer / Seller  SEAL

Witness

Buyer / Seller  SEAL

2. Response to Proposed Amendment(s)

2.1. The Buyer Seller hereby (check one):


- Agrees to the terms of this Amendment. All remaining Terms and Conditions in the Agreement shall remain in full force and effect.
- Rejects the terms of this Amendment. All Terms and Conditions in the Agreement shall remain in full force and effect.
- Rejects the terms of this Amendment and has prepared a further Amendment for consideration. All other Terms and Conditions in the Agreement shall remain in full force and effect.

Dated at _____ a.m./p.m. Atlantic Time on the _____ day of _____, 20____.

Signed, Sealed and delivered in the presence of:

In Witness whereof I have hereunto set my hand and seal:

Witness

Buyer / Seller  SEAL

Witness

Buyer / Seller  SEAL

Attached to and forming part of:

The Agreement Counter Offer Amendment Other _____

Dated at _____ a.m./p.m. Atlantic Time this _____ day of _____, 20_____.

BETWEEN

Buyer _____

AND

Seller _____

For the Property known as: _____ PID(s)/ Serial #: _____

1. Terms and Conditions

1.1. The Agreement is further subject to the following terms and conditions:

FOR REVIEW - DO NOT USE

TERMINATION OF AGREEMENT OF PURCHASE AND SALE AND RELEASE OF DEPOSIT

Approved by the Nova Scotia Real Estate Commission for use by licensees under the Real Estate Trading Act.
NSREC is the regulatory body for real estate in Nova Scotia.

Buyer _____

Seller _____

RE: Agreement of Purchase and Sale (the Agreement) between the Buyer and Seller accepted the _____ day of _____, 20____, relating to the Property known as:

_____ PID(s)/ Serial #: _____.

1. Termination

1.1. In accordance with the terms and conditions of the Agreement, this Termination is initiated by the:

a) Buyer

OR

b) Seller

c) For the following reason: _____

Witness _____

Buyer / Seller _____

Witness _____

Buyer / Seller _____

Dated on the _____ day of _____, 20____.

2. Release of Deposit

2.1. The Buyer and Seller direct the Brokerage to disburse the trust deposit of:

_____ Dollars (\$) _____ CDN) payable to:

Name: _____

Mailing Address: _____

2.2. Buyer Release of Deposit

Signed, Sealed and delivered in the presence of:

In Witness whereof I have hereunto set my hand and seal:

Witness _____

Buyer _____ SEAL

Witness _____

Buyer _____ SEAL

Dated on the _____ day of _____, 20____.

2.3. Seller Release of Deposit

Signed, Sealed and delivered in the presence of:

In Witness whereof I have hereunto set my hand and seal:

Witness _____

Seller _____ SEAL

Witness _____

Seller _____ SEAL

Dated on the _____ day of _____, 20____.