

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 and Septic   | <input type="checkbox"/> Other: _____     |   |

The Buyer \_\_\_\_\_  
of \_\_\_\_\_

☐ having personally viewed the following property ☐ not having personally viewed the following property ☐ other: 

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 the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
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 shall 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 NSREC By-laws.

1.3. The Buyer and Seller agree that any deposit held in trust by the Brokerage per clause 1.1, that is in excess of the remuneration (including HST) due to that Brokerage on closing of the transaction, shall 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. 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:

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

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: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

BUYER'S INITIALS: \_\_\_\_\_ / \_\_\_\_\_ SELLER'S INITIALS: \_\_\_\_\_ / \_\_\_\_\_

PROPERTY: \_\_\_\_\_

BUYER: \_\_\_\_\_

### 3. Seller's Obligations

3.1. The Seller shall provide the Buyer or the Buyer's Agent with a copy of the following on or before the \_\_\_\_\_ day of \_\_\_\_\_, 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 the \_\_\_\_\_ day of \_\_\_\_\_, 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. The Buyer shall provide the Seller or the Seller's Agent, on or before \_\_\_\_\_ a.m./ p.m. Atlantic Time on the date specified above, with Form 408 confirming that all conditions identified in this clause are satisfied and now waived. If the Buyer fails to provide the required form this Agreement shall be deemed terminated. If the Buyer determines, prior to the condition date, that they are not satisfied the Buyer may terminate this Agreement. The deposit shall be returned to the Buyer subject to the applicable NSREC By-laws.~~

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 and 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

8.1. This Agreement is subject to the review by both the Buyer's and the 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), those PID(s) shall be provided to the Buyer at the time of notification that the migration is complete.

10.2. The Buyer, at the Buyer's expense, shall 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 shall not waive, this Agreement shall become null and void and the deposit shall be returned to the Buyer.

OFFER DATE: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

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 lawyer'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, shall 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 shall supersede the standard printed provision.
- 11.7. This Agreement shall be read with all changes of number and gender required by the context.
- 11.8. This Agreement shall be governed by the laws of the Province of Nova Scotia and the Seller, Buyer and the Brokerage(s) shall 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\_\_\_\_\_.

Signed, sealed and delivered in the presence of: In Witness whereof I have hereunto set my hand and seal:

Witness \_\_\_\_\_ Buyer \_\_\_\_\_ SEAL \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Buyer \_\_\_\_\_ SEAL \_\_\_\_\_ Date \_\_\_\_\_

## 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**.

Signed, sealed and delivered in the presence of: In Witness whereof I have hereunto set my hand and seal:

Witness \_\_\_\_\_ Seller \_\_\_\_\_ SEAL \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Atlantic Time \_\_\_\_\_ a.m./p.m.

Witness \_\_\_\_\_ Seller \_\_\_\_\_ SEAL \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Atlantic Time \_\_\_\_\_ a.m./p.m.

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 *Nova Scotia 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; and
- 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, the by-laws, the common element rules and regulation of the Condominium Corporation;
- b) the reserve-fund study (if applicable);
- c) the most recent financial statements; and
- d) the last 12 months of board of directors' and members' minutes including most recent AGM minutes,

on or before the \_\_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_\_ day 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. The Buyer shall provide the Seller or the Seller's Agent, on or before \_\_\_\_\_ a.m./ p.m. Atlantic Time on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ with Form 408 confirming that clause 2.1 is satisfied and now waived. If the Buyer fails to provide the required form this Agreement shall be deemed terminated. If the Buyer determines, prior to the condition date, that they are not satisfied the Buyer may terminate this Agreement. The deposit shall be returned to the Buyer subject to the applicable NSREC By-laws.

### 2.3. 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.

### 2.4. 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 Nova Scotia* and the by-laws of the Condominium Corporation in respect to the common expenses of the Seller and any default in payment thereof, no 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 Nova Scotia*, the declaration and by-laws, 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; and
- 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; and **OFFER DATE:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_
- c) monthly common expense fees are to be adjusted to the closing date.

BUYER'S INITIALS: \_\_\_\_\_ / \_\_\_\_\_ SELLER'S INITIALS: \_\_\_\_\_ / \_\_\_\_\_

# AGREEMENT OF PURCHASE AND SALE FOR NEW CONSTRUCTION

(HOUSE AND LAND)

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

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"/> Sale of Buyer's Property (SOBP) | <input type="checkbox"/> HST Rebate     |
| <input type="checkbox"/> Plans and Builder's Specifications | <input type="checkbox"/> Restrictive Covenants           | <input type="checkbox"/> Water & Septic |
| <input type="checkbox"/> Other: _____                       | <input type="checkbox"/> Other: _____                    |   |

The Buyer \_\_\_\_\_  
of \_\_\_\_\_  
offers to buy from the Seller \_\_\_\_\_  
the property known as (civic address/ lot #) \_\_\_\_\_  
PID(s) \_\_\_\_\_ in the County of \_\_\_\_\_ Province of Nova Scotia (the Property),  
at a purchase price of \_\_\_\_\_  
dollars (\$) \_\_\_\_\_ CDN, including HST) on the following terms:

## 1. Deposit

- 1.1. The Buyer submits \_\_\_\_\_ dollars  
(\$ \_\_\_\_\_ CDN) on or before  
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, 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 shall 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 By-laws.

- 1.3. The Buyer and Seller agree that any deposit held in trust by the Brokerage per clause 1.1, that is in excess of the remuneration (including HST) due to that Brokerage on closing of the transaction, shall 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. 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: \_\_\_\_\_

- 2.2. The Seller shall deliver the Property to the Buyer free from accumulation of rubbish, tools, scaffolding and surplus materials and shall leave the Property in a clean state.

- 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.

- 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, 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.

## 3. Seller's Obligations

- 3.1. The Seller shall build the house on the lot and carry out all work in a good and workmanlike manner in accordance with:
- the terms and conditions contained herein;
  - the plans and specifications;
  - the National Building Code of Canada;
  - all relevant subdivision requirements, restrictive/protective covenants and building restrictions;
  - all relevant requirements contained in the Seller's agreement of purchase and sale for the purchase of the lot from the developer, if applicable; and
  - all local, municipal, provincial, and other applicable building by-laws and regulations.

OFFER DATE: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

BUYER'S INITIALS: \_\_\_\_\_ / \_\_\_\_\_ SELLER'S INITIALS: \_\_\_\_\_ / \_\_\_\_\_

PROPERTY: \_\_\_\_\_

BUYER: \_\_\_\_\_

3.2. The Seller shall (choose either a or b):

- a) ☐ Provide a copy of the existing Location Certificate showing the final location of the footing.

OR

- b) ☐ Supply a Location Certificate in the Buyer's name which shall show the final location of the footing.

The Seller provides no warranty as to the completeness or accuracy of the Location Certificate.

3.3. The Seller shall provide the Buyer or the Buyer's Agent with a copy of the following on or before the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (check the applicable boxes):

- ☐ Proposed plan and/or approved plan of subdivision showing easement(s), if applicable  
☐ Equipment Schedule, if not attached, and all related contracts  
☐ Final plans and specifications, if not attached  
☐ Restrictive/protective covenants, if not attached  
☐ 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 the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (check the applicable boxes):

- ☐ Proposed plan and/or approved plan of subdivision showing easement(s), if applicable  
☐ Equipment Schedule, if not attached  
☐ Final plans and specifications, if not attached  
☐ Restrictive/protective covenants, if not attached  
☐ Financing  
☐ 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. The Buyer shall provide the Seller or the Seller's Agent, on or before \_\_\_\_\_ a.m./p.m. Atlantic Time on the date specified above, with Form 408 confirming that all conditions identified in this clause are satisfied and now waived. If the Buyer fails to provide the required form this Agreement shall be deemed terminated. If the Buyer determines, prior to the condition date, that they are not satisfied the Buyer may terminate this Agreement. The deposit shall be returned to the Buyer subject to the applicable NSREC By-laws.~~



#### 5. Site Inspection

5.1. The Buyer or authorized representatives shall have the right to inspect the work of the Seller at the Property at an agreed time, but shall not unduly impede the progress of the work and such inspection visits shall be subject to any stipulations of the Seller and the Seller's insurer. The Buyer enters the construction site at their own risk.

#### 6. Change Orders

6.1. Any additions, deletions or changes to the materials and/or labour agreed to using Change Order (form 442), or a form supplied by the Seller shall become part of this Agreement.

#### 7. Delays

7.1. The closing date may be affected if delays occur which are caused by unfavorable weather, strikes, fire, availability of materials and/or labour, decisions of the Buyer or any other causes beyond the reasonable control of the Seller. The Seller shall provide details for the cause of the delay(s) and provide their best estimate to the Buyer of the effect that such delays shall have on the Seller's work and the closing date. No such extension shall be made for the aforesaid delays unless the Buyer is advised by the Seller, in writing, within seven (7) days of the occurrence of the delay.

#### 8. Pre-Occupancy Inspection

8.1. Prior to closing, the Buyer and the Seller shall establish a date for the pre-occupancy inspection of the Property. The inspection shall include a walk through of the Property and identification of any deficiencies. The Buyer may be assisted by an inspector of their choice at the buyer's expense.

#### 9. New Home Warranty

9.1. The Property shall be covered by a \_\_\_\_\_ year Warranty issued by:

\_\_\_\_\_  
 (Builder or Warranty company).

Where applicable, the Certificate of Possession form provided by the Seller shall be executed by all parties.

#### 10. Holdbacks

10.1. **Occupancy Permit:** The Seller shall provide the Buyer with a Final Inspection Report and an Occupancy Permit on or before the closing date. The Buyer shall be entitled to hold back funds in an amount agreed to by the parties, until such time as the Occupancy Permit is issued. The funds shall be released when the Occupancy Permit is provided.

10.2. **Deficiencies:** At or immediately following the pre-occupancy inspection, deficiencies shall be agreed to in writing together with an amount to be held, by the Seller's lawyer, for each deficiency item, and a date by which each deficiency item shall be completed. The Buyer agrees to co-operate with the Seller to complete the deficiencies. The itemized dollar amount designated for each deficiency item shall be released to the Seller upon verification that the deficiency items have been completed.

Should a deficiency item not be completed by the date designated for completion, the holdback for that deficiency item shall, at the Buyer's option, be released to the Buyer, or held pending completion of the deficiency item by a newly agreed completion date.

The Buyer acknowledges that deficiency items are treated separately from warranty items that arise post-closing. The Buyer shall not obstruct or withhold the release of monies held back for deficiency items pending the completion of warranty items.

10.3. **Builder's Lien:** The Seller and the Buyer agree to withhold from the proceeds of sale, the appropriate amount under the *Builder's Lien Act* (the "Act"), which sum shall be held in trust by the Seller's lawyer. The funds shall be released in accordance with the Act upon confirmation that no liens, attributable to the Seller, have been registered against the Property.

OFFER DATE: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

BUYER'S INITIALS: \_\_\_\_\_ / \_\_\_\_\_ SELLER'S INITIALS: \_\_\_\_\_ / \_\_\_\_\_



BUYER: \_\_\_\_\_

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PROPERTY: \_\_\_\_\_

BUYER: \_\_\_\_\_

## 17. Agency Relationship

Complete 17.1 and 17.2 **OR** 17.3:

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

\_\_\_\_\_  
Brokerage

and / or \_\_\_\_\_  
Brokerage Representative or Designated Agent

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

\_\_\_\_\_  
Brokerage

and / or \_\_\_\_\_  
Brokerage Representative or Designated Agent

**OR**

17.3. 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

\_\_\_\_\_  
Brokerage Representative or Designated Agent

## 18. Time for Seller's Response

This offer shall be open for acceptance until \_\_\_\_\_ 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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Buyer

 SEAL

\_\_\_\_\_  
Date

## 19. 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**.

Signed, Sealed and delivered in the presence of:

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Seller

 SEAL

\_\_\_\_\_  
Date

\_\_\_\_\_  
Atlantic Time

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Seller

 SEAL

\_\_\_\_\_  
Date

\_\_\_\_\_  
Atlantic Time





# 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 *Nova Scotia Real Estate Trading Act*.  
The 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 the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, (check the applicable boxes):

- ☐ A zoning letter from the municipality confirming authorized use
- ☐ Occupancy Permits, if available
- ☐ Fire Marshal 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 the 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 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.~~

The Buyer shall provide the Seller or the Seller's Agent, on or before \_\_\_\_\_ a.m./ p.m. Atlantic Time on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ with Form 408 confirming clause 1.1 is satisfied and now waived. If the Buyer fails to provide the required form this Agreement shall be deemed terminated. If the Buyer determines, prior to the condition date, that they are not satisfied the Buyer may terminate this Agreement. The deposit shall be returned to the Buyer subject to the applicable NSREC By-laws.



## 3. Miscellaneous Obligations

- 3.1. The Seller and the 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 (1) for each unit, one (1) master key and, where applicable, one (1) 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~~ payments 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

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OFFER DATE: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

BUYER'S INITIALS: \_\_\_\_\_ / \_\_\_\_\_ SELLER'S INITIALS: \_\_\_\_\_ / \_\_\_\_\_

## BUYER WAIVER OF CONDITIONS



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

**NSREC APPROVED**

01/03/2022

FORM 408

PAGE 1 OF 1

Buyer: \_\_\_\_\_

**Seller:** \_\_\_\_\_

**RE:** Agreement of Purchase and Sale (the Agreement) between the Buyer and the Seller accepted on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, relating to the Property known as:

\_\_\_\_\_ PID(s)/ Serial #: \_\_\_\_\_

## 1. Buyer Notice

In accordance with the Agreement, the Buyer gives notice to the Seller they are satisfied with and waive the following conditions (specify exact clauses and schedule(s), if applicable):

All remaining terms and conditions in the Agreement shall remain in full force and effect.

Signed, sealed and delivered in the presence of:

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

**Witness**

**Buyer**



SEAL

Date \_\_\_\_\_

**Witness**

**Buyer**



SEAL

Date \_\_\_\_\_



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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 *Nova Scotia 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 the \_\_\_\_\_ 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 \_\_\_\_\_ year(s) prior to this offer 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. The Seller is to provide proof of pumping to the 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, to conduct 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 the 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 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.

The Buyer shall provide the Seller or the Seller's Agent, on or before \_\_\_\_\_ a.m./ p.m. Atlantic Time on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ with Form 408 confirming that all conditions identified in this clause are satisfied and now waived. If the Buyer fails to provide the required form this Agreement shall be deemed terminated. If the Buyer determines, prior to the condition date, that they are not satisfied the Buyer may terminate this Agreement. The deposit shall be returned to the Buyer subject to the applicable NSREC By-laws. 



### 3. Additional Conditions

OFFER DATE:                   /                   /

**BUYER'S INITIALS:**                      /                      **SELLER'S INITIALS:**                      /