



AGREEMENT OF PURCHASE AND SALE

PART 1: COMMON CLAUSES



Approved by the Nova Scotia Real Estate Commission for use by Industry Members under the Real Estate Trading Act
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Agreement of Purchase and Sale Schedule(s): is/are attached and form(s) part of this Agreement.

- Residential
- Resale Condo
- Vacant Land – Urban
- Vacant Land – Rural
- Mini/Mobile Home
- Multi-Unit Residential Income Properties
- Other _____

Total # of pages including all Schedules _____

The Buyer(s) _____

of _____

- having personally viewed
- having not personally viewed

Buyer(s)

--	--

initials required

the following property offers to buy from the Seller(s) _____

through Brokerage(s) _____ and Cape Breton Realty
(Listing) (Co-operating)

Said property known as (Civic address/lot #) _____

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

Scotia, at a purchase price of _____ dollars (\$Cdn. _____)

on the following terms subject to provisions in paragraph 9(a) regarding HST which must be initialed by the parties to this agreement.

DEPOSIT

1. The Buyer submits _____ Dollars (\$ _____) cash/cheque on or before _____ payable to Seller Brokerage in trust, as a deposit to be held pending completion or other 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.

meeting with the Buyer's satisfaction. The Buyer shall be deemed to be satisfied with this statement unless the Seller or the Seller's Agent is notified to the contrary, in writing, within _____ hours of receipt. The Seller warrants it to be complete and current, to the best of his/her knowledge, as of the date of acceptance of this Agreement, and further agrees to advise the Buyer of any changes that occur in the condition of the property prior to the closing date. 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. Once received and accepted, the Property Condition Disclosure Statement shall form part of this Agreement of Purchase and Sale.

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 above deposit in addition to any other claim which the Seller may have against the Buyer for the Buyer's failure to so 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) and the release of the deposit from the brokerage trust account is subject to the terms of the Real Estate Trading Act.

CLOSING DATE

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

The Seller shall use their best efforts to have the property empty by _____ a.m./p.m. to facilitate the Buyer's pre-closing viewing.

FINANCING

2. This Agreement is subject to the Buyer being able to obtain approval for financing in a principal amount of approximately \$ _____ or _____% of purchase price at an interest rate not to exceed _____%. This financing shall be deemed to be arranged 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.

CONVEYANCE

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 said property is to be conveyed free from encumbrances, except as to any easements, registered restrictions or covenants that affect the property and do not materially affect the enjoyment of the property, except as specifically set out in paragraph 12 of this Agreement.

PCDS

3. This Agreement is subject to the Seller providing to the Buyer, within _____ hours of the acceptance of this offer, a current Property Condition Disclosure Statement (for Resale condo includes Unit and Parking Unit including any exclusive use common area storage and/or exclusive use common area parking space), and that statement

Offer Date: _____ / _____ / _____

Buyer's Initials: _____ Witness _____

Seller's Initials: _____ Witness _____

Sale of: _____ Buyer(s) _____

TAX VERIFICATION

6. This Agreement is subject to the Seller providing to the Buyer, on or before the ____ of _____, 20__, a copy of the current property tax statement and that statement meeting with the Buyer's satisfaction. The Buyer shall be deemed to be satisfied with this statement 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.

DAMAGE PRIOR TO CLOSING

7. All lands, buildings, fixtures and all other property being purchased hereby shall be and remain at the risk of the Seller. Pending completion of the sale, the Seller shall hold all insurance policies and the proceeds thereof in trust for the parties as their interests may appear, and in event of damage to the said property, the Buyer may either have 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 Agreement of Purchase and Sale Resale Condo – see Clause 7 of Resale Condo Schedule).

ADJUSTMENTS

8. Interest, rentals, leases, taxes, rates, fuel on the premises and assessments are to be adjusted to the closing date. The cost of municipal improvements, including, but without limiting the generality of the phrase "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.

HST

9. (a) All conveyances of real property in Nova Scotia are subject to the Harmonized Sales Tax, hereinafter referred to as HST, unless the conveyance is specifically exempt pursuant to the Excise Tax Act. The facts required to determine exemption from HST are entirely dependant upon the use of the property by the Seller or the intention of the Seller when the property was purchased and are therefore accordingly within the knowledge of the Seller only. The conveyance contemplated by this Agreement shall be:

- Exempt from HST
- Not exempt from HST; included in purchase price
- Not exempt from HST; over and above purchase price

Buyer(s)	Seller(s)
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initials required	initials required

- (b) If the conveyance contemplated by this Agreement is 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.
- (c) If the conveyance contemplated by this Agreement is subject to HST, then the HST shall be remitted in accordance with the applicable legislation.

GENERAL

10. (a) 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, or their equivalent, drawn on a chartered Canadian Bank, Trust Company or Credit Union.

- (b) The Buyer shall have the right, upon providing the Seller with reasonable notice, to conduct a pre-closing viewing of the property to ensure that the property is in the same condition as of the date of this Agreement.
- (c) All warranties and representations contained in this Agreement shall survive the closing unless otherwise stated in this Agreement.
- (d) 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. This Agreement shall enure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, successors and assigns.
- (e) This Agreement is to be read with all changes of gender or number required of the context. This Agreement shall constitute the entire Agreement, between the parties.
- (f) 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 will be treated as originals.

PERMISSION TO PROVIDE INFORMATION FOR REPORTING, APPRAISAL AND STATISTICAL PURPOSES

11. The Seller agrees that the sale and other related information regarding this transaction may be retained and disclosed by the Nova Scotia Association of REALTORS® or Associated Boards if the property was listed on the MLS® system for reporting, appraisal and statistical purposes.

ADDITIONAL TERMS AND CONDITIONS

12. This Agreement is further subject to the following terms and conditions:

LAWYERS' APPROVAL

13. This Agreement is subject to the approval of both the Buyer's and Seller's lawyers acting reasonably with respect to wording and content within the Agreement. This approval shall be deemed to have been given 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, then either party shall be at liberty to terminate this Agreement, and the deposit shall be returned to the Buyer.

Offer Date: _____ / _____ / _____

Buyer's Initials: _____ Witness _____

Seller's Initials: _____ Witness _____

Sale of: _____ Buyer(s) _____

AGENCY RELATIONSHIP

14. The Seller and the Buyer acknowledge having received, read and understood the brochure entitled "Working With A REALTOR", published by the Nova Scotia Association of REALTORS® and acknowledge and confirm as follows:

(c) The Buyer and the Seller acknowledge that upon signing this Agreement they will have consented to a Transaction Brokerage relationship with

(a) The Seller does does not have an agency relationship with _____
and _____
Brokerage
Brokerage Representative

_____ Brokerage
and _____
Brokerage Representative
and _____
Brokerage Representative

and have signed or agree to sign a separate Transaction Brokerage Agreement.

(b) The Buyer does does not have an agency relationship with _____
Cape Breton Realty
Brokerage
and Peter Bardenz
Brokerage Representative

TIME FOR ACCEPTANCE

15. This offer shall be open for acceptance until _____ a.m./p.m. on the _____ day of _____ 20 _____.
Dated at _____ in the Province of NS, 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 _____
Buyer _____
SEAL
SEAL
SEAL

ACCEPTANCE

16. I hereby accept the above offer and agree to sell on the terms set forth.
Dated at _____ in the Province of NS, 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 _____
Seller _____
SEAL
SEAL
SEAL

REJECTION

17. I hereby confirm this offer was presented and not accepted

Time Date

Seller Or Brokerage Representative Signature Name (Print)

COUNTER OFFER

18. I hereby confirm having read and understood this Agreement and have prepared a Counter Offer dated the _____ day of _____ 20 _____.
Seller _____ Seller _____

Seller's Solicitor _____ Phone _____ Fax/Email _____
Buyer's Solicitor _____ Phone _____ Fax/Email _____
Seller Brokerage Representative _____ Fax/Email _____
Buyer Brokerage Representative Peter Bardenz Fax/Email _____



AGREEMENT OF PURCHASE AND SALE PART II: RESIDENTIAL SCHEDULE



Approved by the Nova Scotia Real Estate Commission for use by Industry Members under the Real Estate Trading Act

Property Address _____

Buyer(s) _____

Seller(s) _____

INSURANCE

1. This Agreement is subject to the Buyer being able to obtain approval for home owner's insurance for the property, to the satisfaction of the Buyer. Confirmation shall be deemed obtained 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.

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:

INSPECTION

2. This Agreement is subject to the Buyer, at the Buyer's expense, having the property inspected by an inspector(s) of the Buyer's choice, and the inspection(s) meeting the Buyer's satisfaction. The inspection(s) shall be 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 being provided, it shall be accompanied by the pertinent sections of a written inspection report, following which either party shall be at liberty to terminate this Agreement and the deposit shall be returned to the Buyer.

(c) The parties agree to the following disposition of any leased or rented equipment or fixtures located on the property.

(Describe below if equipment leases are to be assumed, paid out or equipment removed. If equipment leases are being assumed, then the Buyer must provide written evidence of the assumption of the leases on or before the closing date.)

Note: In the case of leased equipment, the Buyer may be required to purchase product from the lessor.

Leased equipment shall be:

WATER / SEPTIC

3 . This property has a well and/or septic system and is subject to the additional conditions in the attached *Schedule "____"* Re: *Water and Septic*.

Buyer(s)	Seller(s)
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FIXTURES / CHATTELS / LEASED EQUIPMENT

4. (a) All fixtures, and equipment attached to the property, as viewed on or before the _____ day of _____ 20_____, are to remain and shall be included in the purchase price. Refer to 4(c) for leased equipment.
(b) The following chattels, equipment and fixtures owned by the Seller and presently located on the property shall remain with the property,

Offer Date: _____ / _____ / _____

Buyer's Initials: _____ Witness _____

Seller's Initials: _____ Witness _____

Property Address: _____

Buyer(s): _____

Seller(s): _____

PROPERTY MIGRATION

5. Check either (a) or (b)

(a) **Property Not Converted to Land Registration System at Date of Agreement**

Within ten (10) days of acceptance of this Offer the Seller shall provide, to the Buyer, the applicable PID for the property, the Seller's deed and any survey or location certificate that is in the Seller's possession. The Seller, at the expense of the Seller, agrees to convert the property title to the Land Registration System at least seven (7) days prior to the closing.

The Seller shall notify the Buyer, as soon as practical, that the property has been converted to the Land Registration System. After notification, the Buyer is allowed five (5) business days to investigate the title to the property, which the Buyer shall do at the Buyer's expense. 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 be null and void and the deposit herein shall be returned to the Buyer, and without liability by the Seller for any expenses incurred or damages sustained by the Buyer.

At the time of notifying the Buyer that the property has been converted to the Land Registration System, the Seller shall provide to the Buyer:

- (i) the applicable PID(s) for the property after the date of conversion;
- (ii) a copy of any applicable restrictive covenants;
- (iii) that portion of any approved plan applicable to the property.

Buyer(s)	Seller(s)				
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(b) **Property Converted to the Land Registration System at Date of Agreement**

Within ten (10) days of acceptance of this Offer the Seller shall provide, to the Buyer, the applicable PID(s) for the property after receipt whereof the Buyer is allowed seven (7) business days to investigate title to the property, which the Buyer shall do at the Buyer's expense. If within that time frame any valid objection to title is made in writing to the Seller, which the Seller is unable or unwilling to remove and which the Buyer will not waive, this Agreement shall be null and void and the deposit herein shall be returned to the Buyer, and without liability by the Seller for any expenses incurred or damages sustained by the Buyer.

Buyer(s)	Seller(s)				
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initials required	initials required				

Offer Date: _____ / _____ / _____

Buyer's Initials: _____ Witness _____

Seller's Initials: _____ Witness _____