| nova scotia real esta COMMISSIO | | | | | Real Estate Co | ommission (NSREC) EC is the regulatory b | for use by | licensees ι | under the Nor | va Scotia Re | | | | | NSREC APPR 01/03/20 FOR PAGE |)22 (3 M 40 |
|--|---|---|---|--|---|---|---|--|---|--|--|---|---|---|--|-------------------------------------|
| Total # of pages in this Agreement including | Agre | emer | ıt of Pu | rchase a | and Sal | le Schedule | (s): is | 'are atta | ached and | d form(s) |) part of | this Ag | reemen | t. | | |
| all Schedules: | | Equi | oment | | | Mini/Mobile H | lome | | Multi-Ur | nit Resid | ential Ind | come P | ropertie | S | | |
| | | Resa | le Condo | minium | | Vacant Land | | | Sale of | Buyer's I | Property | (SOBF | P) | | | |
| | | Wate | er and Sej | ptic | | Other: | | | | | | | | - | | |
| The Buyer | | | | | | | | | | | | | | | 2 | |
| of | | | | | | | | | | | | | | | | |
| having personally | | | • • • | | | 0.1 | | | • • • | | □ ot | her: | <mark>)</mark> — | | | |
| offers to buy from th | | | | | | | | | | | | | | | | |
| the property known | | | - | | | | | | | | | | | | | |
| (PID(s)/ Serial #) | | | | | | | | | | | | | | | e of Nova S | |
| (the Property), at a p | ourchase | price | of | | | | | | | | dollar | s (\$ | | | C | ON) |
| on the following tern | ns subjec | ct to pr | ovisions i | in clause 5 | 5.1 regard | ding HST. | | | | | | | | | | |
| on the fellowing term | | | | | | | 0 | Closin | a and C | | | | | | | |
| 1. Deposit 1.1. The Buver submi | ts | | | | | dollars | | | reement sl | | mpleted of | | | | | |
| Deposit Deposit The Buyer submi (\$ on or before the payable to: | osit to be be credi ase price | _ day c | of ending com vards the p aid on clos | npletion or to ourchase pri | CDM , 20 ermination ice on com therwise s | N) n of this npletion. stated in this | 2.1. | This Agr possess as follow | reement sh sion of the ws: | hall be col , 20 Property s | shall be g | (the closed) given to t | sing date the Buye | e). Upon o | completion, v otherwise pro | vide |
| Deposit The Buyer submit (\$ | osit to be o be credi ase price deposit i | day c held pe ited tow to be p s not de | of ending com vards the p aid on clos elivered as | npletion or to purchase pri sing or as o s specified, to | CDM ermination ice on com therwise s the Seller | N) n of this npletion. stated in this shall be at | 2.1. | This Agr possess as follow The Sell subject f | reement sh sion of the ws: | hall be col , 20 Property : se best eff visions of 2 | forts to ha 2.1, for th | (the closed given to the fraction of the second sec | sing date the Buye | e). Upon o er unless o clean and osing view | completion, v otherwise pro d vacant, wing by | vide |
| 1. Deposit 1.1. The Buyer submi (\$ | psit to be be credit ase price deposit i this Agree h the terr her claim e to comp the terms s otherwis f the deposition | day c held pe ited tow to be p s not de ement r d that if ms there which f olete. If of this se spec osit fro | ending com vards the p aid on clos elivered as null and vo the Buyer eof, the Bu the Seller the deposi Agreemen ified). It is | npletion or tr purchase pri sing or as o s specified, f id. r does not c uyer shall fo may have a it is being re at, it shall be agreed by t | ermination ice on com therwise s the Seller complete the rfeit the de gainst the eturned to e done with the Buyer a | N) n of this npletion. stated in this shall be at his Agreement eposit, in Buyer for the Buyer, in hout interest and the Seller | 2.1.2.2.2.3. | This Agr possess as follow The Sell subject f All lands shall ren Property having b the proc Agreem | Ier shall us to the prov s, buildings main at the y insured u been advis ceeds of th | hall be con , 20 Property s se best eff <i>i</i> isions of <i>i</i> (a.m./p.r s, fixtures e risk of th until closin sed of the e insurance e deposit | forts to ha shall be g forts to ha 2.1, for th m.) on the and all o e Seller. g. In the insurance ce and co shall be i | (the closed of the closed of t | Property 's pre-clo utlined in perty beil ler shall l damage details, n the purch to the B | e). Upon o r unless o clean and osing view o clause 2 ng purcha be respor e to the Pr nay eithe hase, or r uyer (not | d vacant, wing by 2.1. ased hereby roperty, the E r agree to ac may terminate t applicable f | o the uye cept |
| Deposit The Buyer submi (\$ | psit to be be credi ase price deposit i this Agree h the terr her claim e to comp the terms s otherwis f the dep C By-laws eller agre i in exces sing of the ount once | day c held pe ited tow to be p s not de ement r d that if ms there which to lete. If of this se spect osit from s. e that a s of the e transa e condit | ending com vards the p aid on clos elivered as null and vo the Buyer eof, the Bu the Seller i the deposi Agreemen ified). It is n the brok | npletion or to purchase pri sing or as o a specified, f id. T does not c uyer shall fo may have a it is being re agreed by t erage trust t held in trus ation (includ all be transfe ated to title | CDM ermination ice on com therwise s the Seller complete the regainst the edurned to e done with the Buyer a account is st by the E ling HST) of erred to the have been | N) n of this npletion. stated in this shall be at his Agreement eposit, in a Buyer for the Buyer, in hout interest and the Seller s subject to the Brokerage per due to that e Seller's n met. These | 2.1.2.2.2.3.2.4. | This Agr possess as follow The Sell subject f All lands shall ren Property having b the proc Agreem Resale Interest, to the cl capital c | reement sl sion of the ws: ler shall us to the prov s, buildings main at the y insured u been advis ceeds of th ent and the Condomin , rentals, le losing date charges for | hall be con , 20 Property s se best eff <i>i</i> isions of <i>i</i> (a.m./p.r s, fixtures e risk of th until closin sed of the is insurance e deposit nium Sch eases, tax e. The cos r utility or her billed co | forts to ha forts to ha 2.1, for th and all o e Seller. g. In the insurance ce and co shall be n edule – : es, rates t of muni municipa or not, are | (the closi given to the property of the second seco | sing date the Buye Property 's pre-clu utlined in perty beiler shall I damage details, n the purcl to the B use 4 of I on the p provements s completed | e). Upon of er unless of clean and osing view n clause 2 ng purcha be respor e to the Pri may eithe hase, or r uyer (not the Sche premises nts, bette eted as of | d vacant, wing by 2.1. ased hereby roperty, the E r agree to ac may terminate t applicable f | o the uye cept e thi co |

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

PROPERTY:

BUYER:

shall

| 3. | Seller's Obligations | | , 20, are to remain with the Property and |
|------|---|------|--|
| 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, | 6.2. | be included in the purchase price. The following chattels, as viewed on the Property by the Buyer on the date |
| | 20 (check the applicable boxes): | | in clause 6.1 and owned by the Seller, shall remain with the Property and 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: |
| | Any restrictive covenants that may affect the Property Equipment Schedule, if not attached, and all related contracts | | □ Fridge □ Stove □ Washer □ Dryer □ Free |
| | Location certificate and/or survey, if available, without representations or warranties | | Microwave Dishwasher Other: |
| | Other: | | □ 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): | 7. | Additional Conditions |
| | Property Disclosure Statement Any restrictive covenants that may affect the Property | | |

- 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):
 - the Property title has been migrated to the Land Registration System a) at the date of this Agreement.

OR

the Property title has not been migrated to the Land Registration b) 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.

| - J - | OFFER DATE: | I | I |
|--------------|-------------|-------|---|
| | | | |

- 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 dateoutlined 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
- 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.

Fixtures and Chattels 6.

- 6.1. All fixtures attached to the Property as viewed on the _
- day of

Trademarks are owned and controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR[®]) and/or the quality of services they provide (MLS[®]). Used under licence.

BUYER'S INITIALS: _____ / ____

SELLER'S INITIALS:

12.1. The Seller acknowledges that they \Box do / \Box do not have an agency

Brokerage

Brokerage Representative or Designated Agent

Brokerage

Brokerage Representative or Designated Agent

OR

12.3. The Buyer and the Seller acknowledge that they are in a transaction brokerage

Brokerage

Brokerage Representative or Designated Agent

relationship and have signed a Transaction Brokerage Agreement with:

12.2. The Buyer acknowledges that they \Box do $/\Box$ do not have an agency

12. Agency Relationship

Complete 12.1 and 12.2 OR 12.3:

relationship with either:

relationship with either:

and / or

and / or

and / or

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.

13. Time for Seller's Response

| This offer shall be open for acceptance untila | m./ p.m. Atlantic Time on the | day of | |
|---|--|-------------------|-------------------------|
| 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 th I hereby confirm this offer was presented and rejected I hereby confirm having read and understand this offer | l. | | |
| Signed, sealed and delivered in the presence of: | In Witness whereof I have hereunto set i | my hand and seal: | |
| Witness | Seller | SEAL | Date |
| * | | | Atlantic Time a.m./p.m. |
| Witness | Seller | SEAL | Date |

Atlantic Time



RESALE CONDOMINIUM SCHEDULE

This Schedule is attached to and forms part of the Agreement of Purchase and Sale. COMMISSION 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.

NSREC APPROVED 01/03/2022 (3) **FORM 402** PAGE 1 OF 1

Property Address:

| P | | •• | 0 | r | |
|---|---|----|---|---|---|
| D | u | y | c | I | ٠ |

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 |
| 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:
 - the termination of the government of the Condominium property; a)
 - any alteration or addition to the common elements or renovations thereto; and b)
 - any substantial change in the assets or liabilities of the Condominium c) 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.

Documentation

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

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

, 20

shall be deemed to be satisfied with the Documents unl Agent is notified to the contrary, in writing, on or before the

party shall be at liberty to terminate this Agreement and the to the Buyer.

- 2.2. The Buyer shall provide the Seller or the Seller's Agent, on or be a.m./ p.m. Atlantic Time on the _____ day of _ 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 ay 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 pepared and executed in accordance with the Condominium Act of Nova Scotia and e 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.

Conveyance

The Buyer agrees that the conveyance of the Property shall be subject to the 3.1 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:
 - that in the event of damage to the unit, the Buyer having been advised of the a) 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
 - that in the event of major or substantial damage to the condominium building b) 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:

_____/ _____

- special assessments outstanding or levied by the Condominium Corporation on a) or before closing shall be paid by the Seller;
- credit balance in the reserve or contingency fund of the Property is included in b) the purchase price; and
- monthly common expense fees are to be adjusted to the closing date. OFFER DATE: _____/___/ c)

on or before the dav of Trademarks are owned and controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®)

and/or the quality of services they provide (MLS®). Used under licence.

. The Buyer BUYER'S INITIALS:

SELLER'S INITIALS:

1

| nova | scotia | real | estate |
|------|--------|------|--------|
| CO | MM | ISS | ION |

AGREEMENT OF PURCHASE AND SALE FOR NEW CONSTRUCTION (HOUSE AND LAND)

NSREC APPROVED 01/03/2022 (2) **FORM 403** PAGE 1 OF 4

Approved by the Neva Sectia Real Estate Com (NSPEC) for use by licensees under the Neve Sectio Pool Estate Trading Act

| Total # of pages in this Agreement including all Schedules: | | Agreement of Purc | The NSREC is the regulatory | body for real es | tate in Nova Scotia. is/are attached and for | rm(s) pai | rt of this Agreement. | |
|---|--|---|---|--|--|--|---|---|
| | | Equipment | | | s Property (SOBP) | | HST Rebate | |
| | | | • | | venants | | Water & Septic | |
| | | □ Other: | | | Other: | | | |
| The | Buyer | | | | | | | |
| of _ | | | | | | | | |
| offe | rs to buy from the | Seller | | | | | | |
| the | property known as | civic address/ lot #) | | | | | | |
| | | · · · · · · · · · · · · · · · · · · · | | | | Pro | vince of Nova Scotia | (the Property) |
| | | | | | | | | (the rioperty), |
| | | | | | | | | |
| dolla | ars (\$ | | | CDN, includ | ng HST) on the followir | ng terms: | | |
| 1. | Deposit | | | | ands, buildings, fixtures an | | | |
| 1.1. | The Buyer submits | | dollars | | I remain at the risk of the S perty insured until closing. | | | |
| | (\$ day | / of, 20 | , payable to: | the | ng been advised of the ins proceeds of the insurance ement and the deposit sh | and comp | plete the purchase, or m | • |
| 1.2. | Balance of purchas Agreement. If the d liberty to declare th It is understood and in accordance with addition to any othe the Buyer's failure t accordance with the or penalty (unless of that the release of the | be credited towards the purchase place price to be paid on closing or as of leposit is not delivered as specified, is Agreement null and void. d agreed that if the Buyer does not the terms thereof, the Buyer shall five er claim which the Seller may have to complete. If the deposit is being e terms of this Agreement, it shall be otherwise specified). It is agreed by the deposit from the brokerage trust | otherwise stated in this the Seller shall be at complete this Agreement orfeit the deposit, in against the Buyer for eturned to the Buyer, in e done without interest the Buyer and the Seller | cap Agricos 2.5. The be to Sell Pro regi | e closing date. The cost of tal charges for utility or mu- eement, whether billed or r ing date unless otherwise a conveyance of the Proper y | inicipal se not, are to stated. ty, which nent of the e from en | rvices completed as of be paid by the Seller o is the subject of this Ag _ Deed, drawn at the e e purchase price on the cumbrances, except for | the date of this n or before the reement, shall xpense of the closing date. The any easements, |
| 4 2 | applicable Commis | | int by the Drekerose per | 3. Se | ler's Obligations | | | |
| 1.3. | clause 1.1, that is in | ler agree that any deposit held in true n excess of the remuneration (inclu- ng of the transaction, shall be transit | ding HST) due to that | | Seller shall build the hous manlike manner in accord | | | k in a good and |
| | lawyer's trust accou | unt once conditions unrelated to title | have been met. These | a) | the terms and conditions | contained | herein; | |
| | tunos snall remain | in the Seller's lawyer's trust accoun | t until closing. | b) | the plans and specificatio | | | |
| 2. | Closing and Co | onveyance | | c) | the National Building Cod | | | |
| 2.1. | This Agreement sh | all be completed on or before the, 20 (the closing date) | day of . Upon completion, vacant | d) t | all relevant subdivision re- building restrictions; | | - | |
| | | Property shall be given to the Buyer | | e) | all relevant requirements and sale for the purchase | | | |
| | otherwise provided | as follows: | | f) | all local, municipal, provin regulations. | icial, and o | other applicable building | by-laws and |
| 2.2. | | liver the Property to the Buyer free folding and surplus materials and sl | | | | | | |

4

BUYER'S INITIALS:

__/___

____ SELLER'S INITIALS: ____

OFFER DATE: _____ /____

1

__/_

| PROPERTY: |
|-----------|
| BUYER: |

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

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 Bu | iyer 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:

I. 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_____, 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 dateoutlined in clause 4.1. If notice to the contrary is received, either party shall be atliberty 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 preoccupancy 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

Trademarks are owned and controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR[®]) and/or the quality of services they provide (MLS[®]). Used under licence.

BUYER'S INITIALS: _____ / ____

SELLER'S INITIALS: _____ / ____

1 1

The Buyer agrees to instruct their lawyer to conduct a sub search of title on the first business day after the release date of the holdback funds. The Buyer's lawyer shall promptly notify the Seller's lawyer, in writing, of any liens that have been registered preventing release of the holdback. If no such notification is received by the Seller's lawyer within one (1) business day following the release date, the Seller's lawyer shall be at liberty to carry out a sub search of title and, if no liens have been registered, release the holdback funds to the Seller. Written confirmation that the sub search did not disclose any liens and funds have been released to the Seller shall be promptly provided to the Buyer's lawyer.

11. Lot Grading

11.1. On or before closing, the Seller shall provide written confirmation to the Buyer that the requirements of any applicable municipal by-law, relating to lot grading of the Property, have been complied with. Failing which, this shall be considered a deficiency and addressed in accordance with the holdback conditions of this Agreement.

12. Additional Conditions

13. Lawyer Review

13.1. 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.

14. Property Migration

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

- the Property title has been migrated to the Land Registration System, at the date of this Agreement.
 - OR
 - 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.

15. Title Investigation

15.1. 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 shall be provided to the Buyer at the time of notification that the migration is complete.

15.2. 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.

15.3. Any covenants and access, service or similar easements that affect the parcel, as a benefit or a burden shall be, prior to closing, registered on the title by the Seller's lawyer. An updated description shall be provided to the Buyer's lawyer not less than two days before closing.

16. Miscellaneous Provisions

- 16.1. 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.
- **16.2.** All representations given by the Seller contained in this Agreement shall survive the closing unless otherwise stated in this Agreement.
- **16.3.** Time shall, in all respects, be of the essence in the Agreement. In the event of a written agreement of extension, time shall continue to be of the essence.
- **16.4.** 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.
- **16.5.** No amendment to the terms of this Agreement shall be effective unless it is in writing and signed by all parties.
- 16.6. 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.
- **16.7.** This Agreement shall be read with all changes of number and gender required by the context.
- 16.8. 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.
- **16.9.** This Agreement shall be for the benefit of and be binding upon the parties, their respective heirs, executors, administrators, successors and assigns.
- **16.10.** Business days are Monday–Friday, excluding statutory, provincial and civic holidays in the Province of Nova Scotia.



Trademarks are owned and controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®). Used under licence.

BUYER'S INITIALS: _____ / _____

OFFER DATE: _____ /___/

SELLER'S INITIALS: _____ / __

AGREEMENT OF PURCHASE AND SALE FOR NEW CONSTRUCTION PROPERTY: _____

BUYER:

| 17. Agency Relationship | | | OR | | |
|--|-------------------------------|------------------------------|------------------|-----------------------------|---------------------------|
| Complete 17.1 and 17.2 <u>OR</u> 17.3: | | 17.3. The Buyer and th | e Seller ack | nowledge that they are i | n a transaction brokerage |
| 17.1. The Seller acknowledges that they \Box do / \Box do relationship with either: | not have an agency | relationship and h | nave signed a | a Transaction Brokerage | Agreement with: |
| | | | | Brokerage | |
| Brokerage | | and / or | | | |
| and / or | | | Brokerage | Representative or Designate | ed Agent |
| and / or Brokerage Representative or Design | nated Agent | | Brokerage | Representative or Designate | ed Agent |
| | | | | | |
| 7.2. The Buyer acknowledges that they \Box do / \Box do relationship with either: | not have an agency | | | | |
| | | | | | |
| Brokerage | | _ | | | |
| and / or Brokerage Representative or Design | | | | | |
| Brokerage Representative or Design | nated Agent | | | | |
| 18. Time for Seller's Response | | | | | |
| | | | 7 | | |
| This offer shall be open for acceptance until | _ a.m./ p.m. Atlantic Time of | on the day of | | , 20 | |
| Signed, Sealed and delivered in the presence of: | In Witness whereof I | have hereunto set my hand ar | nd seal: | | |
| | | | * | | |
| Vitness | Buyer | | SEAL | Date | |
| | | | * SEAL | - | |
| Vitness | Buyer | | JLAL | Date | |
| 9. Seller's Response | | | | | |
| CHOOSE ONE OF THE FOLLOWING: | | | | | |
| I hereby accept the above offer and agree to sell I hereby confirm this offer was presented and rejet | on the terms set forth. | | | | |
| ☐ Thereby confirm having read and understand this | | Counter Offer. | | | |
| Signed, Sealed and delivered in the presence of: | In Witness whereof I | have hereunto set my hand ar | nd seal: | | |
| | | | * | | |
| Vitness | Seller | | SEAL | Date | |
| | | | | | a.m./p.n |
| | | | | Atlantic Time | a.m./p.m |
| | | | * | | |
| Witness | Seller | | SEAL | Date | |
| | | | | | a.m./p.n |
| | | | | Atlantic Time | up.ii |
| | | | | | |



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 *Nova Scotia Real Estate Trading Act*. The NSREC is the regulator of the real estate industry in Nova Scotia.

| ell | er: | | |
|-----|--|------------|--|
| | Seller's Obligations The Seller shall provide, prior to closing, and include in the purchase price the following services (check all that apply): | 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 a result of the property access. |
| | Street paving Curbs Sidewalks Sewer service to the Property line Storm water drainage Water service to the Property line Storm water drainage | 2.3. | The Buyer shall be deemed to be satisfied with clause 2.1 unless the Seller of Seller's Agent is notified to the contrary, in writing, on or before the day of, 20, 1f notice to the contrary is receive either party shall be at liberty to terminate this Agreement and the deposit share be returned to the Buyer. The Buyer shall provide the Seller or the Seller's Agent, on or before |
| | Any municipal charges required to connect to municipal services are the responsibility of the Buyer. | | 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 a satisfied the Buyer may terminate this Agreement. The deposit shall be return to the Buyer subject to the applicable NSREC By-laws |
| | The Seller confirms that the (check one, if applicable):final municipal lot approval for the Property has been obtained.OR | 3. 3.1. | Improvements, if Applicable The following improvements to the Property are to remain with the Property a |
| | ☐ 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 shall be returned to the Buyer. | - | shall be included in the purchase price: |
| | Buyer's Conditions | | |
| 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): | 4. | Additional Conditions |
| | 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 locations 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 on or before the day of, 20 | | |
| | | | OFFER DATE: // |



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 (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. Mini/Mobile Home Description | 3. Buyer's Obligations |
| 1.1. The Seller confirms the mini/mobile home information as follows: | 3.1. The Buyer, at the Buyer's expense, shall satisfy themselves as to the following: |
| Check only one of the boxes: On Seller's land On rented pad | a) approval by park management as a tenant |
| Model #: | b) approval for the home to remain on the lotc) confirmation of the monthly lot rental |
| Serial #: | d) a copy of the Park rules and regulations |
| Make: | |
| Manufacture Year: | f) other |
| | 3.2. The Buyer shar be deemed satisfied with clause 2.1 and 3.1 unless the Seller |
| Dimensions: | 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. |
| 2. Seller's Obligations | The Buyer shall provide the Seller or the Seller's Agent, on or before |
| Complete clauses 2 and 3 only if the mini/mobile home is located in a park. 2.1. The Seller shall: | a.m./ p.m. Atlantic Time on theday of, 20with Form 408 confirming that clause 3.1 is satisfied and now waived. |
| a) provide the Buyer or the Buyer's Agent with: | If the Buyer fails to provide the required form this Agreement shall be deemed |
| a current copy of the park rules and regulations | 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 |
| ii) confirmation of the current lot rent | to the Buyer subject to the applicable NSREC By-laws. |
| iii) the assessment account number | 4. Additional Conditions |
| iv) park management's contact information | |
| b) at the Seller's expense have the Property inspected by park management | |
| obtain written confirmation from park management that the home can remain on the lot | |
| d) other: | |
| e) other: | |
| | |
| on or before the day of, 20 | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

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

OFFER DATE: _____ /____/



MULTI-UNIT RESIDENTIAL INCOME PROPERTY SCHEDULE

NSREC APPROVED 01/03/2022 (2) FORM 407 PAGE 1 OF 1

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: | |
| | |

I. 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

OFFER DATE: _____ /___ /___

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 mading Act. The NSREC is the regulatory body for real estate in Nova Scotia.

RE: Agreement of Purchase and Sale (the Agreement) between the Buyer and the Seller accepted on the ______ day of ______, 20_____,

, relating to the

Seller:

| | | PID(s)/ Serial # | |
|--|--|---|---|
| Buyer Notice | | | |
| | gives notice to the Seller they are satisfied wi | th and waive the following conditions (| specify exact clauses and schedule(s), if |
| | | | |
| | | | |
| | | | |
| | | | |
| | | \mathbf{O} | |
| | | | |
| | ` | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| remaining terms and conditions in the Agree | ement shall remain in full force and effect. | | |
| ned, sealed and delivered in the presence of | of: In Witness whereof I have he | reunto set my hand and seal: | |
| | | * | |
| | | SEAL | |
| ness | Buyer | Ua SEAL | te |
| ness | Buyer | Da | ite |
| | | | |



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 Nova Scotia Real Estate Trading Act. The NSREC is the regulatory body for the real estate industry in Nova Scotia.

| Pro | nertv | Add | ress: |
|-----|-------|-----|-------|
| 110 | טכונע | Auu | 1633. |

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:
 - the quality of the well water on the Property, including that it meets the a) 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
 - the condition and function of the septic system. c)

The results shall be deemed satisfactory unless the Seller or Agent is notified to the contrary, in writing, on or before the _____, 20_____. If notice to the contrary party shall be at liberty to terminate this Agreement and the deposit s 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 with ____, 20__ 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 |
|----|-----------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| _ | |
| | |
| - | |
| | |
| | |
| - | |
| | |
| - | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

