

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):

Deeded #(s) _____ Assigned #(s) _____

Unassigned None

Other: _____

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

Deeded #(s) _____ Assigned #(s) _____

None Other: _____

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. Seller's Obligations

2.1. The Seller shall provide the Buyer or the Buyer's Agent with a copy of the following on or before the _____ day of _____, 20____:

- a) the declaration, the by-laws, the common element rules and regulations of the Condominium Corporation
- b) the reserve-fund study (if applicable)
- c) the most recent financial statements
- d) the last 12 months of board of directors' and members' minutes including most recent AGM minutes
- e) Condominium Corporation contact information
- f) other: _____

3. Buyer's Conditions

3.1. 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____:

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

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. Reserve Fund and Estoppel Certificate

- 4.1. 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.
- 4.2. 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 subject to the applicable NSREC By-laws.

5. Conveyance

- 5.1. 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 recorded 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.

6. Damage

- 6.1. 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.

7. Adjustments / Representations

- 7.1. 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
 - c) monthly common expense fees are to be adjusted to the closing date.

OFFER DATE: _____ / _____ / _____

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