nova scotia real estate COMMISSION

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.

Property Address: _____

Buyer: _____

Seller: _____

1. Seller's Obligations

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

☐ Street paving ☐ Curbs ☐ Sidewalks
☐ Sewer service to the Property line ☐ Storm water drainage
☐ Water service to the Property line
☐ Other: _____
☐ Other: _____
☐ Other: _____

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

☐ final municipal lot approval for the Property has been obtained.

OR

☐ final municipal lot approval for the Property will be obtained on or before the _____ day of _____, 20_____, failing which the Buyer shall be at liberty to terminate this Agreement and the deposit shall be returned to the Buyer subject to the applicable NSREC By-laws.

1.3. The Seller agrees to provide, to the Buyer or the Buyer's Agent, with a copy of any documents in their possession relating to the items in clause 2.1 on or before the _____ day of _____, 20_____.

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

2. Buyer's Conditions

2.1. This Agreement is subject to the Buyer, at the Buyer's expense, satisfying themselves on or before the _____ day of _____, 20_____ that the following is available or can be obtained (check all that apply):

☐ A building permit for the Buyer's intended structure(s)
☐ A permit to install an on-site sewage disposal system
☐ A well, providing a quality and quantity of water for the Buyer's intended usage
☐ Permission from the appropriate person or government agency to install a driveway at a suitable location
☐ Confirmation that utilities can be installed at suitable 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
☐ Other: _____
☐ Other: _____
☐ 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 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.

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

3. Improvements, if Applicable

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

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4. Additional Provisions

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OFFER DATE: _____ /_____/_____

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

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