

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.

- ☐ Equipment ☐ Mini/Mobile/Manufactured Home and/or Leased Land Community ☐ Vacant Land
☐ Resale Condominium ☐ Multi-Unit Residential Income Property ☐ Sale of Buyer's Property (SOBP)
☐ Water and Septic ☐ 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 (payee): _____

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 terminate this Agreement. If a deposit is being paid electronically, it is deemed received when it is available for deposit to the payee's trust account.

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). The release of the deposit from the brokerage trust account is subject to NSREC By-law 611:

- a) At the time a transaction fails to complete, the broker holding the trust funds must advise the parties to the transaction that the brokerage is obligated to hold the trust funds in the trust account until:
- i) the parties to the transaction agree, in writing, as to how the money is to be disbursed; or
 - ii) the brokerage is ordered, by a court of competent jurisdiction, to disburse the trust funds in a specified manner.

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 6 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 5 of the Schedule**).

OFFER DATE: _____ / _____ / _____

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: _____

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 Provisions

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

This clause is not applicable to leased land communities.

- 9.1. If the property needs to be migrated to the Land Registration System prior to closing, the Seller agrees to do so, at the Seller's expense, at least seven (7) days prior to closing. If the Seller fails to do so, either party shall be at liberty to terminate this Agreement and the deposit shall be returned to the Buyer.

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.