



# AGREEMENT OF PURCHASE AND SALE PART II: VACANT LAND - URBAN SCHEDULE



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

Property Address \_\_\_\_\_

Buyer(s) \_\_\_\_\_

Seller(s) \_\_\_\_\_

### INSPECTION

1. 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 said notice to the contrary is being provided it shall be accompanied by the pertinent sections of the written inspection report, following which either party shall be at liberty to terminate this Agreement and the deposit shall be returned to 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.

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

### ADJUSTMENTS

2. Taxes and assessments are to be adjusted to the date of closing.

### IMPROVEMENTS

3. Improvements to the property are to remain with the property and shall be included in the purchase price.

### PROPERTY MIGRATION

4. 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 plot plan 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, without interest or penalty, and governed by the terms of the Real Estate Trading Act, and without liability by the Seller for any expenses incurred or damages sustained by the Buyer.

(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.

Seller(s)	Buyer(s)				
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Offer Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Buyer's Initials: \_\_\_\_\_ Witness \_\_\_\_\_

Seller's Initials: \_\_\_\_\_ Witness \_\_\_\_\_

Property Address: \_\_\_\_\_

Buyer(s): \_\_\_\_\_

Seller(s): \_\_\_\_\_

**GENERAL CONDITIONS**

5. This Agreement is further subject to: (Parties must initial the following clauses that are applicable and initial and strike out those not applicable.)

(a) (i) The Buyer, at the Buyer's expense, obtaining written confirmation from the appropriate municipal authority that the subject lot has received municipal subdivision approval and that the zoning is \_\_\_\_\_.

(ii) The Buyer, at the Buyer's expense, obtaining written confirmation from the appropriate municipal authority that the zoning of any adjacent lands is suitable to the Buyer.

Written confirmation shall be deemed to have been obtained unless the Seller or Seller's Agent is notified to the contrary in writing, on or before the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, of acceptance of this offer. 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.

Seller(s) Buyer(s)
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(b) This Agreement is subject to the Buyer, at the Buyer's expense, obtaining (or satisfying themselves that it can be obtained) from the relevant municipal authority, a building permit for the construction of a \_\_\_\_\_. This permit shall be deemed to have been obtained unless the Seller or Seller's 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.

Seller(s) Buyer(s)
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(c) This Agreement is subject to the Buyer, at the Buyer's expense, obtaining (or satisfying themselves that it can be obtained) from the relevant municipal authority a permit to install an on-site sewage disposal system on terms satisfactory to the Buyer. The Buyer shall be provided access to the property to carry out the appropriate tests and the Buyer agrees to return the property to its original state. The permit will be deemed to have been obtained unless the Seller or Seller's 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.

Seller(s) Buyer(s)
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(d) (i) The Seller shall provide, prior to closing, and include in the purchase price at no additional cost to the Buyer, the following municipal services: (check those applicable)

- Street Paving Sewer Service
Sidewalks Storm Water Drainage
Curbs Power Lines to the Property Line
Water Service

(ii) Any Municipal charges required to connect to the Municipal services are the responsibility of the Buyer.

Seller(s) Buyer(s)
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(e) This Agreement is subject to the Buyer, at the Buyer's expense, being satisfied that a well, providing sufficient quality and quantity of water for the Buyer's intended usage, can be located on the property. The Buyer shall be provided access to the property to carry out the appropriate tests and the Buyer agrees to return the property to its original state. The Seller agrees to allow the Buyer to carry out a reasonable amount of drilling on the property to determine this fact. This condition will be deemed satisfied unless the Seller or Seller's 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.

Seller(s) Buyer(s)
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(f) This Agreement is subject to the Seller obtaining, at Seller's cost, final municipal lot approval for the property on or before the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_. If this approval is not received by that date, the Seller shall give written notice of that fact to the Buyer and either party shall be at liberty to terminate this Agreement and the deposit shall be returned to the Buyer.

Seller(s) Buyer(s)
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Offer Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Buyer's Initials: \_\_\_\_\_ Witness \_\_\_\_\_

Seller's Initials: \_\_\_\_\_ Witness \_\_\_\_\_

Property Address: \_\_\_\_\_

Buyer(s): \_\_\_\_\_

Seller(s): \_\_\_\_\_

(g) This Agreement is subject to the Buyer, at the Buyer's expense, being satisfied, that soil conditions on said lot are acceptable for intended purposes, and that this lot contains no environmental hazards. The Buyer shall be deemed satisfied unless the Seller or Seller's 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.

Seller(s) Buyer(s)
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(j) This Agreement is subject to the Buyer receiving written permission, from the appropriate person or Government Agency, to install a driveway into the property at a place along the road frontage of the property, at a location suitable to the Buyer. It 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 received, either party shall be at liberty to terminate this Agreement and the deposit shall be returned to the Buyer.

Seller(s) Buyer(s)
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(h) Within 2 days of acceptance of this Agreement, the Seller shall provide the Buyer

(a) with a copy of any easements and/or restrictive covenants which may affect this property, if available. The Buyer shall be deemed satisfied unless the Seller or the Seller's Agent is notified to the contrary in writing within 48 hours of receipt of these documents. If notice to the contrary is received, the Buyer shall be at liberty to terminate this Agreement and the deposit shall be returned to the Buyer.

(b) with a copy of either the approved subdivision plan, or survey of the property, if available. The Seller makes no representation as to its accuracy and any reliance on the same is at the Buyer's risk.

Seller(s) Buyer(s)
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(k) This Agreement is subject to the Buyer receiving written confirmation that utilities for the property can be installed at a location and cost suitable to the Buyer. The confirmation shall be deemed to be satisfactory unless the Seller or Seller's Agent is notified to the contrary in writing on or before the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_. If notice is received, either party shall be at liberty to terminate this Agreement and the deposit shall be returned to the Buyer.

Seller(s) Buyer(s)
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(l) This Agreement is subject to the Buyer's verification of attached Survey (if applicable) as to position and size of said lot on or before the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Seller(s) Buyer(s)
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(i) This Agreement is subject to the Buyer, at the Buyer's expense, having the property surveyed and the results showing a minimum size of \_\_\_\_\_

This condition shall be deemed satisfied unless the Seller or 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.

Seller(s) Buyer(s)
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(m) Additional Clauses

Seller(s) Buyer(s)
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Offer Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Buyer's Initials: \_\_\_\_\_ Witness \_\_\_\_\_

Seller's Initials: \_\_\_\_\_ Witness \_\_\_\_\_