



AGREEMENT OF PURCHASE AND SALE PART II: RESIDENTIAL 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) _____

INSURANCE

1. This Agreement is subject to the Buyer being able to obtain approval for home owner's insurance for the property, to the satisfaction of the Buyer. Confirmation shall be deemed obtained 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.

(b) The following chattels, equipment and fixtures owned by the Seller and presently located on the property shall remain with the property, 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:

INSPECTION / PCDS

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

(c) The parties agree to the following disposition of any leased or rented equipment or fixtures located on the property.

Describe below if equipment leases are to be assumed, paid out or equipment removed. If equipment leases are being assumed, then the Buyer must provide written evidence of the assumption of the leases on or before the closing date. Note: In the case of leased equipment, the Buyer may be required to purchase product from the lessor.

Leased equipment shall be:

(b) This Agreement is subject to the Seller providing to the Buyer, within _____ hours of the acceptance of this offer, a current Property Condition Disclosure Statement, and that statement meeting with the Buyer's satisfaction. The Buyer shall be deemed to be satisfied with this statement unless the Seller or the Seller's Agent is notified to the contrary, in writing, within _____ hours of receipt. The Seller warrants it to be complete and current, to the best of his/her knowledge, as of the date of acceptance of this Agreement, and further agrees to advise the Buyer of any changes that occur in the condition of the property prior to the closing date. 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. Once received and accepted, the Property Condition Disclosure Statement shall form part of this Agreement of Purchase and Sale.

Seller(s) Buyer(s)
[] [] [] []
initials required initials required

FIXTURES / CHATELS / LEASED EQUIPMENT

3. (a) All fixtures, and equipment attached to the property, as viewed on or before the _____ day of _____ 20_____, are to remain and shall be included in the purchase price. Refer to 3(c) for leased equipment.

Offer Date: _____ / _____ / _____

Buyer's Initials: _____ Witness _____

Seller's Initials: _____ Witness _____

Property Address: _____

Buyer(s): _____

Seller(s): _____

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 location certificate 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, and without liability by the Seller for any expenses incurred or damages sustained by 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)

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 initials required

Buyer(s)

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 initials required

(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 _____