



SCHEDULE "A"



FORM 103

RE: SALE OF PURCHASER'S PROPERTY

Approved by the Nova Scotia Real Estate Commission
For Use By Licensees Under the Nova Scotia Real Estate Trading Act

Attached to and forming part of the Agreement of Purchase and Sale, dated the _____ day of _____, 20____.

BETWEEN

Buyer(s): SAMPLE FORM- NOT FOR NON MEMBER USE

AND

Seller(s): _____

on the Property known as _____

1. This Agreement is subject to the Buyer obtaining an unconditional Agreement of Purchase and Sale for the sale of their property at: _____ on or before _____, 20____. The Buyer agrees to waive the terms of this schedule, in writing, immediately upon the above Agreement becoming unconditional.

2. The Seller reserves the right to continue to offer this property for sale and should another acceptable offer be received which: (check either "A" or "B" and initial).

____ A (1) contains a higher purchase price, then the Seller shall give notice allowing _____ hours from receipt of the notice for the Seller to be advised, in writing, that the Buyer will either (i) meet the new offer in price, and at the same time delete Clause 1 of this Schedule, or (ii) declare this Agreement null and void, in which case the deposit shall be returned to the Buyer immediately;

____ (2) contains the same or a lower price, then the Seller shall give notice allowing _____ hours from receipt of the notice for the Seller to be advised, in writing, that the Buyer will either (i) delete Clause 1 of this schedule, making this Agreement firm and binding under the terms and conditions described herein, or (ii) declare this Agreement null and void, in which case the deposit shall be returned to the Buyer immediately;

____ B (1) the Seller is willing to accept, the Seller shall give notice allowing _____ hours from the receipt of the notice for the Seller to be advised, in writing, that the Buyer will either (i) delete Clause 1 of this schedule, or (ii) declare this offer null and void, in which case the deposit shall be returned to the Buyer immediately.

3. The Buyer reserves the right to delete Clause 1 of this Schedule at anytime, making this Agreement firm and binding under the terms and conditions described herein, provided there is not an outstanding offer from a third party at that time, in which case provisions in Clause 2 above will prevail.

4. In order for the Buyer to delete Clause 1 of this Schedule prior to the unconditional sale of their property, the Buyer must provide, at that time, written confirmation from a financial institution of their ability to finance this purchase without the sale of their existing property.

5. All notices shall be in writing and may be given by telegram, facsimile or by personal service (whichever is most expedient) to the other party, or their agent. For the purpose of computing time, Saturdays, Sundays and all legal holidays shall be included. Time allowable for response by Buyer pursuant to Clause 2 shall exclude the hours between 12 midnight and 8:00 a.m. on the day following delivery of notice.

Signed, Sealed & Delivered in the presence of

In Witness where of I have hereunto set my hand and seal:

(Witness)

(Buyer)



(Witness)

(Buyer)



(Witness)

(Seller)



(Witness)

(Seller)



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