



**NOTICE/WAIVER/RELEASE TO PURCHASE AND SALE AGREEMENT
THAT WAS SUBJECT TO PRIOR SALE OF BUYER'S PROPERTY
FORM 301**



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

RE: Agreement of Purchase and Sale on property known as _____

Dated the _____ day of _____, 20____, between _____ Seller(s)
_____ Buyer(s).

NOTICE TO BUYER:

Please be advised that on this date, I/we as Seller(s), have conditionally accepted another offer on our property. In accordance with the terms of the above-noted Agreement of Purchase and Sale, we are herewith giving notice that you have _____ hours following receipt of this notice, to waive the conditions on the prior sale of your property contained in that agreement and complete the transaction as stated, OR, to revoke the offer. If written notice is not received from you within the above stated time, the Agreement of Purchase and Sale shall be considered null and void. (Note: Time allowable for your response shall exclude the hours between 12 midnight and 8:00 a.m. of the day following delivery of notice). If you are unable or unwilling to remove the conditions regarding the prior sale of your property pursuant to the terms of the above-noted agreement, upon your completion and delivery of the BUYER WAIVER/RELEASE portion of this form, the Seller releases the Buyer and the agent(s) from all liabilities, covenants, obligations, claims and sums of money arising out of the above Agreement of Purchase and Sale, together with any rights and causes of action that the Seller may have against the Buyer and/or the Agent(s) and direct the Agent(s) to return the deposit to the Buyer.

Dated at _____ at _____ o'clock, this _____ day of _____, 20____.

WITNESS

SELLER

WITNESS

SELLER

BUYER ACKNOWLEDGES RECEIPT:

I/we Buyer(s) or Agent for Notice as specified in the Agreement of Purchase and Sale, hereby acknowledge receipt of this notification.

Dated at _____ at _____ o'clock, this _____ day of _____, 20____.

WITNESS

BUYER OR AGENT FOR NOTICE

WITNESS

BUYER OR AGENT FOR NOTICE

BUYER REMOVES CONDITIONS:

I/we hereby waive (clause or schedule) _____ of the Agreement of Purchase and Sale, thereby making my offer firm and binding. Prior to signing this said waiver, I have been informed by the Brokerage representative of the possible consequences and agree that:

- (a) I make the offer in the full knowledge that I may become owner(s) of more than one property on date set for closing.
- (b) I have been informed of the potential of having to sell said property at a forced sale price.
- (c) I also understand that the aforementioned purchase and financing is in no way conditional upon the sale of my/our present property.

Note: I have provided written confirmation from a Financial Institution of my ability to finance the purchase, prior to waiving this condition.

Dated at _____ at _____ o'clock, this _____ day of _____, 20____.

WITNESS

BUYER

WITNESS

BUYER

BUYER WAIVER/RELEASE:

I/we hereby advise the Seller, we are releasing him/her and the Agent(s) in the proposed transaction, from all liabilities, covenants, obligations, claims, and sums of money arising out of the above Agreement of Purchase and Sale, together with any rights and causes of action that the Buyer may have had against the Seller and/or the Agent(s) and I declare the said Agreement of Purchase and Sale on (date) _____ to be null and void and it is agreed that the deposit money shall be returned to the Buyer in the manner stated in said agreement.

Dated at _____ at _____ o'clock, this _____ day of _____, 20____.

WITNESS

BUYER

WITNESS

BUYER