

AGREEMENT OF PURCHASE AND SALE

PART II: VACANT LAND – RURAL 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.

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 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)	Buyer(s)
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initials required	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.

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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) This Agreement is subject to the Buyer, at the Buyer's expense, obtaining (or satisfying themselves that 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_____.

Offer Date: _____ / _____ / _____

Buyer's Initials: _____ Witness _____

Seller's Initials: _____ Witness _____

Property Address: _____

Buyer(s): _____

Seller(s): _____

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.

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- (b) This Agreement is subject to the Buyer, at the Buyer's expense, obtaining (or satisfying themselves that 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 _____. 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.

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- (c) 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 _____. 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.

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

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- (e) This Agreement is subject to the Buyer receiving written permission, from the appropriate person or governmental agency, to install a driveway into 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 _____. 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.

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- (f) 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 _____. 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.

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- (g) (i) 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 _____. 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.

- (ii) This Agreement is subject to the Buyer, at the Buyer's expense, having the property surveyed and the survey shall be deemed acceptable to the Buyer on or before the _____ day of _____. 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.

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- (h) 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 _____. 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.

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- (i) Additional Clauses

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Offer Date: _____ / _____ / _____

Buyer's Initials: _____ **Witness** _____

Seller's Initials: _____ **Witness** _____