

AGREEMENT OF PURCHASE AND SALE CONDOMINIUMS - RESALE

1. [PURCHASER] of [address] (hereinafter call the "Purchaser"), having inspected the following described property, hereby offer to purchase from [VENDOR], (hereinafter called the "Vendor"), through its agent [AGENT], the Condominium property known as Unit No. [no.], Level [level], (Building) [building], [County] County Condominium corporation No. [condo corp no.], Civic address of [address], and common elements appurtenant thereto (hereinafter called the "Property"), in the County of [county], Province of Nova Scotia, at the purchase price of _____ in Canadian dollars (\$ Can. _____) on the following terms:
 - (a) Purchaser submits this offer with \$_____, cash or cheque payable to the Vendor's agent as a deposit to be held in trust, pending completion of this Agreement and to be credited on account of the purchase money on closing.
 - (b) [other terms]
2. This Agreement shall be completed on or before the ____ day of _____, _____ (hereinafter called the "closing date"). Upon completion, vacant possession of the property shall be given to the Purchaser unless otherwise provided as follows:

[details]
3. The Vendor shall furnish the Purchaser with a copy of the Vendor's Deed and the Declaration, By-Laws and Common Rules and Regulations of the Condominium Corporation (the "Documents") after receipt whereof the Purchaser is allowed:
 - (a) ____ days to investigate the title to the property, which he shall do so at his own expense;
 - (b) Five days to review the documents to determine whether there is anything contained in the documents which materially affects their enjoyment of the property; and if within the time frames herein any valid objection to title or any objection with respect to the enjoyment of the property as set out in 3(a) and 3(b) respectively is made in writing to the Vendor which the Vendor is unable or unwilling to remove, and which the Purchaser will not waive, this Agreement shall be null and void and the deposit herein shall be returned to the Purchaser, without interest, and without liability by the Vendor for any expenses incurred or damages sustained by the Purchaser.
4. The conveyance (of the property which is the subject of this Agreement) shall be by _____ Deed, drawn at the expense of the Vendor, to be delivered on payment of the purchase price on the closing date. The said property is to be conveyed free from other encumbrances, except as to any easements, registered restrictions or covenants that affect the Purchaser's enjoyment of the property and except specifically set out in the Agreement. The Purchaser agrees however that the conveyance of the property shall be subject to the provisions of the *Condominium Act* and the terms, conditions and provisions of the Declaration and By-Laws including the Common Element Rules and Regulations of the Condominium Corporation; and agrees to accept title to the property subject to all rights and easements registered against title for the supply and installation of telephone services, electricity, gas, sewers, water, television cable facilities and other related services including but not limited to any existing municipal agreements and utilities or service contracts.