



# AGREEMENT OF PURCHASE AND SALE

## PART 1: COMMON CLAUSES



Approved by the Nova Scotia Real Estate Commission for use by licensees under the Real Estate Trading Act

**Agreement of Purchase and Sale Schedule(s):** is/are attached and form(s) part of this Agreement.

- Residential
- Vacant Land – Rural
- Other \_\_\_\_\_
- Resale Condo
- Mini/Mobile Home
- Vacant Land – Urban
- Multi-Unit Residential Income Properties

Total # of pages including all Schedules \_\_\_\_\_

The Buyer(s) Käufer

of Deutschland, Adresse

- having personally viewed
- having not personally viewed

Buyer(s)

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initials required

the following property offers to buy from the Seller(s) Musterverkäufer

through Brokerage(s) Cape Breton Canso Realty D20 and CAPE BRETON -CANSO REALTY - D20

Said property as (Civic address/lot #) Mustergrundstück, Lage

(PID#) 50307271 in the County of Richmond Province of Nova Scotia,

at a purchase price of Two Hundred Thousand dollars. (\$Cdn. \$200,000.00)

on the following terms subject to provisions in paragraph 8(a) regarding HST which must be initialed by the parties to this agreement.

### DEPOSIT

1. The Buyer submits Five Thousand Dollars (\$ 5,000.00) cash/cheque on or before \_\_\_\_\_ March 2010 payable to Seller Brokerage in trust, as a deposit to be held pending completion or other termination of this Agreement and to be credited towards the purchase price on completion. Balance of purchase price to be paid on closing or as otherwise stated in this Agreement. If the deposit is not delivered as specified, the Seller shall be at liberty to declare this Agreement null and void.

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.

It is understood and agreed that if the Buyer does not complete this Agreement in accordance with the terms thereof, the Buyer will forfeit the above deposit in addition to any other claim which the Seller may have against the Buyer for the Buyer's failure to so complete. If the deposit is being returned to the Buyer, in accordance with the terms of this Agreement, it shall be done without interest or penalty (unless otherwise specified) and the release of the deposit from the brokerage trust account is subject to the terms of the Real Estate Trading Act.

### CLOSING DATE

4. This Agreement shall be completed on or before the 30 day of April 2010 (hereinafter called the closing date). Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided as follows:

The Seller shall use their best efforts to have the property empty by \_\_\_\_\_ (a.m./p.m.) to facilitate the Buyer's pre-closing viewing.

### FINANCING

2. This Agreement is subject to the Buyer being able to obtain approval for financing in a principal amount of approximately \$ \_\_\_\_\_ or \_\_\_\_\_% of purchase price at an interest rate not to exceed \_\_\_\_\_%. This financing shall be deemed to be arranged 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.

### CONVEYANCE

5. The conveyance of the property, which is the subject of this Agreement, shall be by warranty Deed, (or general conveyance if a mini/mobile home) drawn at the expense of the Seller, to be delivered on payment of the purchase price on the closing date. The said property is to be conveyed free from encumbrances, except as to any easements, registered restrictions or covenants that affect the property and do not materially affect the enjoyment of the property, except as specifically set out in paragraph 11 of this Agreement.

### PCDS

3. 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 (for Resale condo includes Unit and Parking Unit including any exclusive use common area storage and/or exclusive use common area parking space), and that statement

Offer Date: 1 th March, 2010

Buyer's Initials: \_\_\_\_\_ Witness \_\_\_\_\_

Seller's Initials: \_\_\_\_\_ Witness \_\_\_\_\_



Sale of: Mustergrundstück, Lage Buyer(s) Käufer

(c) The Buyer and the Seller acknowledge that upon signing this Agreement they will have consented to a Transaction Brokerage relationship with

\_\_\_\_\_ Brokerage  
and \_\_\_\_\_ Brokerage Representative  
\_\_\_\_\_ Brokerage Representative

have signed or agree to sign a separate Transaction Brokerage Agreement.

**TIME FOR ACCEPTANCE**

14. This offer shall be open for acceptance until 12 p.m. or \_\_\_\_\_ day of March 20 10.

Dated at Düsseldorf in the Province of NRW, the 1 day of March, 20 10.

Signed, Sealed and delivered in the presence of

In Witness whereof I have hereunto set my hand and seal.

Witness \_\_\_\_\_

Buyer \_\_\_\_\_ SEAL

Witness \_\_\_\_\_

Buyer \_\_\_\_\_ SEAL

**ACCEPTANCE**

15. I hereby accept the above offer and agree to sell on the terms as set forth.

Dated at \_\_\_\_\_ in the Province of NS, the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

Signed, Sealed and delivered in the presence of:

In Witness whereof I have hereunto set my hand and seal:

Witness \_\_\_\_\_

Seller \_\_\_\_\_ SEAL

Witness \_\_\_\_\_

Seller \_\_\_\_\_ SEAL

**REJECTION**

16. I hereby confirm this offer was presented and not accepted

Time \_\_\_\_\_ Date \_\_\_\_\_

Seller Or Brokerage Representative Signature \_\_\_\_\_

Name (Print) \_\_\_\_\_

**COUNTER OFFER**

17. I hereby confirm having read and understood this Agreement and have prepared a Counter Offer dated the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

Seller \_\_\_\_\_ Seller \_\_\_\_\_

Seller's Solicitor Rechtsanwalt Verkäufer Phone \_\_\_\_\_ Fax \_\_\_\_\_

Buyer's Solicitor Rechtsanwalt Käufer Phone \_\_\_\_\_ Fax \_\_\_\_\_

Seller Brokerage Representative \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Buyer Brokerage Representative PETER BARDENZ Fax \_\_\_\_\_ Email peter@capebretonrealty.c



# AGREEMENT OF PURCHASE AND SALE PART II: RESIDENTIAL SCHEDULE



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Property Address Mustergrundstück, Lage

Buyer(s) Käufer

Seller(s) Musterverkäufer

### 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.

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

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 \_\_\_\_\_ 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 \_\_\_\_\_ed. 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 property has a well and/or septic system and is subject to the additional \_\_\_\_\_ions in the attached Schedule "\_\_\_\_" Re: Water and Septic.

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

Buyer(s) Seller(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 \_\_\_\_\_ in and shall be included in the purchase price. Refer to 3(c) for leased equipment.  
(b) The following chattels, equipment and fixtures owned by the Seller and presently located on the property shall remain with the property,

Offer Date: 19th / Dezember / 2009  
Buyer's Initials: \_\_\_\_\_ Witness \_\_\_\_\_  
Seller's Initials: \_\_\_\_\_ Witness \_\_\_\_\_

Property Address: Mustergrundstück, Lage

Buyer(s): Käufer

Seller(s): Musterverkäufer

**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.

Buyer(s)	Seller(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.

Buyer(s)	Seller(s)
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initials required	initials required

Offer Date: 19th / Dezember / 2009

Buyer's Initials: \_\_\_\_\_ Witness \_\_\_\_\_

Seller's Initials: \_\_\_\_\_ Witness \_\_\_\_\_



# BUYER/CUSTOMER STATUS ACKNOWLEDGEMENT



[No agency between Buyer and Seller's Brokerage]

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This Buyer/Customer Status Acknowledgement (this Acknowledgement) is Between:

## The Buyer:

and

## The Brokerage:

Name Käufer

Brokerage Name CAPE BRETON -CANSO REALTY - D20

Name \_\_\_\_\_

Address Düsseldorf, Mustergasse 1

Address 9978 GRENVILLE STREET P.O. BOX 59

\_\_\_\_\_ (postal code)

ST PETER'S B0E 3B0

Phone 001-49-202-xxxx Fax \_\_\_\_\_

Phone [902]535-2485 Fax [902]625-1072

Email \_\_\_\_\_

Email \_\_\_\_\_

The Buyer requests the Brokerage, which acts as the agent of the seller (the Client), to provide facilitation services to assist the Buyer in purchasing the Client's property known as: Grundstücksadresse und Parzellennummer

\_\_\_\_\_ on the following terms:

### 1. No Agency Representation

The Buyer has received and read both this Acknowledgement and the "Working With A Real Estate Agent" brochure and has been given the opportunity to request further information and independent advice concerning this Acknowledgement and representation relationships described in the "Working With A Real Estate Agent" brochure and the Buyer:

- (i) has chosen to forgo any agency representation, together with its advantages, protection and services;
- (ii) understands that the Brokerage does not owe the Buyer any agency obligations and, in particular, any fiduciary obligations; and
- (iii) understands that the Brokerage will not provide the Buyer with any services that require the exercise of discretion or judgment, or the giving of confidential advice, or the Brokerage advocating on behalf of the Buyer.

- (iv) conveying to the Client in a timely manner all information that the Buyer wishes to have communicated to the Client;
- (v) keeping the Buyer informed regarding the progress of the transaction;
- (vi) holding all monies received with respect to a transaction in trust in accordance with the provisions of the Real Estate Trading Act;
- (vii) complying with the provisions of the Real Estate Trading Act and its regulations, and the By-Law of the Nova Scotia Real Estate Commission.

### 2. Brokerage is Agent of Client

The Brokerage is the agent of its Client in whose property the Buyer is interested and, as agent, the Brokerage is obligated:

- (i) to always act in the best interests of the Client;
- (ii) not to provide information or advice to the Buyer that is not in the interests of the Client;
- (iii) to communicate to the Client all information, whether or not of a confidential nature, that it receives from the Buyer, except for confidential information acquired in a prior agency relationship with the Buyer.

### 4. Services Provided to Buyer

The Brokerage may offer the Buyer the following services:

- (i) provide real estate statistics and information on property including comparable property information available through listing services or other local databases;
- (ii) provide standard form Agreements of Purchase and Sale and other relevant form documents and act as scribe in their preparation in accordance with the instructions of the Buyer;
- (iii) provide the names of relevant real estate service providers, but the Brokerage will not recommend any particular service providers to the Buyer.

### 3. General Obligations to Buyer

The Brokerage's obligations to the Buyer are limited to:

- (i) exercising reasonable care and skill in the provision of such facilitation services as may be provided under clause 4;
- (ii) not negligently or knowingly providing false or misleading information;
- (iii) presenting, in a timely manner, all offers and counter-offers to and from the Buyer regardless of whether the property is already the subject of a contract;

### 5. No Liability for Remuneration

The Buyer is not liable to pay the Brokerage any remuneration for any services that may be provided to the Buyer by the Brokerage.

### 6. Use and Distribution of Information

The Brokerage may use, disclose and retain personal information provided by the Buyer for purposes relating to such services as are provided by the Brokerage to the Buyer, including:

- (i) disclosing information to the Client and, as needed, to third parties retained by the Buyer to assist in the transaction;
- (ii) providing the sale and other related information regarding any property purchased by the Buyer to the listing service (if the property purchased was listed on such a service) for reporting, appraisal and statistical purposes.

**7. Applicable Law**

This Acknowledgement will be governed by the laws of the Province of Nova Scotia and the Buyer and the Brokerage will submit to the jurisdiction of the Courts of the Province of Nova Scotia for the resolution of any disputes that may arise out of this Acknowledgement.

SIGNED AND DELIVERED

this 1 day of March, 2010.

**8. This Agreement:**

- (i) No amendment to the terms of this Agreement shall be effective unless it is in writing and signed by the Buyer and the Brokerage.
- (ii) If there is conflict or discrepancy between any provision added to this Agreement by any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy.
- (iii) This Agreement shall constitute the entire agreement between the Buyer and Brokerage and there are no representations, warranties, collateral agreements or conditions, which affect this Agreement other than as expressed herein.
- (iv) This Agreement shall be read with all changes of number required by the context.

Signature of Buyer \_\_\_\_\_

Printed Name Käufer

Signature of Witness \_\_\_\_\_

Signature of Buyer \_\_\_\_\_

Printed Name \_\_\_\_\_

Signature of Witness \_\_\_\_\_

**9. Buyer Acknowledgement**

The Buyer acknowledges that:

- (i) the provision of the services listed in clause 4 by the Brokerage does not create an agency relationship between the Buyer and the Brokerage;
- (ii) the Buyer has been given the opportunity to request further information and independent advice concerning this Acknowledgment and customer status and the representation relationships described in the Working With A Real Estate Agent brochure;
- (iii) this Acknowledgement accurately sets out the terms of the relationship between the Buyer and the Brokerage;
- (iv) the Buyer has received a true copy of this Acknowledgement.
- (v) This Agreement shall constitute the entire agreement between the Buyer and Brokerage and there are no representations, warranties, collateral agreements or conditions, which affect this Agreement other than as expressed herein.
- (vi) This Agreement shall be read with all changes of number required by the context.

Signature of Brokerage Representative \_\_\_\_\_

Printed Name PETER BARDENZ

Signature of Witness \_\_\_\_\_