

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 ✔Vaca → d – Rural □ Other	Resale CondoMini/Mobile Home	 Vacant Land Multi-Unit Re 	– Urban esidential Income Properties		
Total # of pages including all	Schedules				
The Buyer(s) Käufer					
of Deutschland, Adresse	2				
having nally viewed having hav	Buyer(s)				
the following property offers to buy from the Seller(s) <u>Musterverkäufer</u>					
through Brokerage(s) Cape Breton Canso Realty D20 and			and CAPE BRETON -CANSO REALTY - D20		
Said property h as (Civic address/lot #) <u>Mustergrundstück, Lage</u>			(Co-operating)		
(PID#) 50307271	in the County of		pvince of Nova Scotia,		
at a purchase price of Two Hundred Thousand			dollars. (\$Cdn. <u>\$200,000.00</u>)		

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 <u>Five Thousand</u> Dollars (\$ 5,000.00 <u>_____</u>) cash/cheque on or before <u>_____</u> <u>Marc 2010</u> payable to Seller Brokerage in trust, as a deposit www 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.

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.

FINANCING

2. This Agreement is subject 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.

PCDS

3. This Agreement 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

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.

CLOSING DATE

4. This Agreement shall be completed on or before the <u>30</u> day of <u>April</u> 20<u>10</u> (hereinafter called the closing date). Upon <u>setting</u> etion, vacant possession of the property shall be given to the Buyer unless wise 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.

CONVEYANCE

5. The conveyance of the property, which is the subject of this Agreement, shall be by <u>warranty</u> Deed, (or general conveyance if a mini/mobile here a mini/mobile

Offer Date: <u>1 th</u>	/ March	, 2010
Buyer's Initials:		Witness
Seller's Initials:		— Witness ———
		EODM 400 40/0000

Sale of: Mustergrundstück, Lage

DAMAGE PRIOR TO CLOSING

6. All lands, buildings, fixtures and all other property being purchased hereby shall be and remain at the risk of the Seller. Pending completion of the sale, the Seller shall hold all insurance policies and the proceeds thereof in trust for the parties as the rests may appear, and in event of damage to the said property, the Bayer may either have the proceeds of the insurance and complete the purchase, or may terminate this Agreement and the deposit shall be returned to the Buyer. (Not applicable to Agreement of Purchase and Sale Resale Condo – see Clause 7 of Resale Condo Schedule).

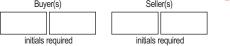
ADJUSTMENTS

7. Interest, rentals, leases, taxes, rates, fuel on the premises and assessments are to be adjusted to the closing date. The cost of municipal improvements, including, but within the generality of the phrase "municipal improvements", where the the date of this Agreement, whether billed or not, are to be paid by the Seller on or before the closing date unless otherwise stated.

HST

8. (a) All conveyances of real property in Nova Scotia are subject to the Harmonized Sales Tax, hereinafter referred to as HST, unless the conveyance is ifically exempt pursuant to the Excise Tax Act. The facts required watermine exemption from HST are entirely dependant upon the use of the property by the Seller or the intention of the Seller when the property was purchased and are therefore accordingly within the knowledge of the Seller only. The conveyance contemplated by this Agreement shall be:

Exempt from HST Not exempt from HST; included in purchase price Not exempt from HST; over and above purchase price Buyer(s) Seller(s)



- (b) If the conveyance contemplated by this Agreement is exempt from HST, the Seller to provide the Buyer, on or before the closing date, a certificate reasonably satisfactory to the Buyer certifying that the conveyance contemplated by this Agreement is exempt from HST.
- (c) If the conveyance contemplated by this Agreement is subject to HST, then the HST shall be remitted in accordance with the applicable legislation.

GENERAL

- (a) Any tender of documents to be delivered or money payable may be made upon the Seller or the Buyer or any party acting on their behalf. Money paid, subsequent to the deposit, shall be by Solicitor's trust cheque, certified , or their equivalent, drawn on a chartered Canadian Bank, Trus company or Credit Union.
 - (b) The Buyer shall have the right, upon providing the Seller with reasonable notice, to conpering pre-closing viewing of the property to ensure that the property is in proceeding of the date of this Agreement.
 - (c) All warranties and representations contained in this Agreement shall survive the closing unless otherwise stated in this Agreement.
 - (d) Time shall in all respects be of the essence in this Agreement. In the event of a written agreement of extension, time shall continue to be of the essence. This Agreement of the shall enure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, successors and assigns.

between the parties.

(f) The Seller and the Buyer agree to be bound by offers and counter offers and related documentation that may be transmitted electronically and that reproductions of the signatures therein will be treated as originals.

PERMISSION TO PROVIDE INFORMATION FOR REPORTING, APPRAISAL AND STATISTICAL PURPOSES

10. The Seller agrees that the sale and other related information regarding this transmap may be retained and disclosed by the Nova Scotia Association of REALTON S[®] or Associated Boards if the property was listed on the MLS[®] system for reporting, appraisal and statistical purposes.

ADDITIONAL TERMS AND CONDITIONS

11. This Agreement is further subject to the following terms and conditions: Hier würden spezielle Ergänzungen stehen.

LAWYERS' APPROVAL

12. This Agreement is subject to the approval of both the Buyer's and Seller's lawyers acting reasonably with respect to wording and content within the Agreement. This approval shall be deemed to have been given unless the other party or their Agent is notified to the trary, in writing, on or before the 10 day of March 2010. 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.

AGENCY RELATIONSHIP

- 13. The Seller and the Buyer acknowledge having received, read and understood the brochure entitled "Working With A REALTOR®", published by the Nova Scotia Association of REALTORS and acknowledge and confirm as follows:
 - (a) The Seller **I** does **I** does not have an agency relationship with

and

Brokerage Representative

Brokerage

(b) The Buyer **I does I** does not have an agency relationship with

CAPE BRETON -CANSO REALTY - D20

and PETER BARDENZ

Brokerage Representative

Offer Date: 1 th	/ March	/ 2010	
Buyer's Initials:		Witness	
Seller's Initials:		Witness	

AUN		INT OF FORCHASE AND SALE TART I. COMMON CLAUSES		Tage 5 01 5
Sale	of:	Mustergrundstück, Lage	Buyer(s) Käufer	
	(c)	The Buyer and the Seller acknowledge that upon signing this Agreer they will have consented to a Transaction Brokerage relationship with	nent 1	
ТІМ	E F0	andBrokerage andBrokerage Representative andBrokerage Representative have signed or agree to sign a separate Transaction Brokerage Agreer		
		offer shall be open for acceptance until 12 p.m. or	day of March	20.10
14.		and at <u>Düseldorf</u> in the Province of <u>NRW</u> ,		
<u> </u>	Sign Witn	ed, Sealed and delivered in the presence of	In Witness whereof I have her Buyer Buyer	eunto set my hand and seal
AC	CEP	TANCE		
15.		reby accept the above offer and agree to sell on the terms as set forth ed at in the Province of $\underline{\mathrm{NS}}$,		20
_	Sign	ed, Sealed and delivered in the presence of:	In Witness whereof I have her	eunto set my hand and seal:
-	≯ Witn	ess	Seller	SEAL
RE		ΓΙΟΝ		
16.	l her	reby confirm this offer was presented and not accepted		
	Time	~		K
	Selle	er Or Brokerage Representative Signature	Name (Print)	
CO	UNT	ER OFFER		
17.		reby confirm having read and understood this Agreement and havePpi	•	day of20
	Selle	er's Solicitor Rechtsanwalt Verkäufer	Phone	Fax
	Buye	er's Solicitor Rechtsanwalt Käufer	Phone	Fax
	Selle	er Brokerage Representative	Fax	Email

___Fax ____

Buyer Brokerage Representative PETER BARDENZ

Email peter@capebretonrealty.c



AGREEMENT OF PURCHASE AND SALE PART II: RESIDENTIAL SCHEDULE



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

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 transition or before the day of

. If notice to the contrary is received, either party shall be at 20 liberty to terminate this Agreement and the deposit shall be returned to the Buyer.

INSPECTION

2. This Agreement is subject to the Buyer, at the Buyer's expense, (a) having the property inspected by an inspector(s) of the Buyer's choice, and _____hspection(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.

(b) This property has a well and/or septic system and is subject to ons in the attached Schedule "_____" Re: Water the additional d and Septic. Buyer(s) Seller(s) initials required initials required

FIXTURES / CHATTELS / LEASED EQUIPMENT

- 3. (a) All fixtures, and equipment attached to the property, as viewed on dav of or before the in and shall be included in the purchase 20 , are to price. Refer to 3(c) for leased equipment.
 - The following chattels, equipment and fixtures owned by the Seller (b) and presently located on the property shall remain with the property,

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 closina:

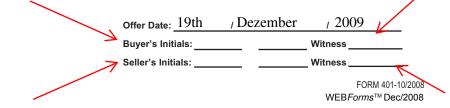
(c) The parties agree to the following disposition of any leased or rented equipment or fixtures located on the property.

(Describe below if equipment leases are to be assumed, paid out or equipment being assumed. 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:





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Property Address: Mustergrundstück, Lage

Buyer(s): <u>Käufer</u> 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 Symmetric 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:

- 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.



(b) Property Converted to the Land Registration System at Date of Agreement

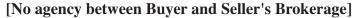
Within ten (10) days of acceptance of this Offer the Seller shall provide, to the Buyer, the applicable PID(s) for the property after receipt whereof the Buyer is allowed seven (7) business days to investigate title to the property, which the Buyer shall do at the Buyer's expense. If within that time 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.



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



BUYER/CUSTOMER STATUS ACKNOWLEDGEMENT



Approved by the Nova Scotia Real Estate Commission for use by licensees under the Real Estate Trading Act This Buyer/Customer Status Acknowledgement (this Acknowledgement) is Between:

The Buyer:	and	The	Brokerage:	
Name Käufer		Brokerage Name CAPE BRE	TON -CANSO REALTY	7 - D20
Name				
Address Düsseldorf, Mustergasse 1		Address 9978 GRENVILLE STREET P.O. BOX 59		
		ST PETER'S	B0E 3B0	
Phone 001-49-202-xxxx Fax (postal code)		Phone [902]535-2485	Fax [902]625-1072	(postal code)
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:

No Agency Representation 1.

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 ar representation relationships described in the "Working With A Real Estage regent" brochure and the Buyer:

- has chosen to forgo any agency representation, together with its (i) advantages, protection and services;
- understands that the Brokerage does not owe the Buyer any agency (ii) 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.

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:

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

3. General Obligations to Buyer

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

- exercising reasonable care and skill in the provision of such facilitation (i) services as m provided under clause 4;
- 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;

- conveying to the Client in a timely manner all information that the (iv) Buyer wishes to have communicated to the Client;
- 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;
- complying with the provisions of the Real Estate Trading Act and its regulations, and the By-Law of the Nova Scotia Real Estate Commission.

Services Provided to Buyer

The Brokerage may offer the Buyer the following services:

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

No Liability for Remuneration 5.

The Buyer is not liab pay the Brokerage any remuneration for any services that may be provided 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 t Buyer, including:

- disclosing information to the Client and, as needed, to third parties (i) retained by the Buyer to assist in the transaction;
- 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 a Buyer and the Brokerage will submit to the jurisdiction of the Courts - - - e Province of Nova Scotia for the resolution of any disputes that may arise out of this Acknowledgement.

8. This Agreement:

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

9. Buyer Acknowledgement

The Buyer acknowledges that:

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

SIGNED AND DELIVERED						
this 1 day of N	Iarch	, 20 <u>10</u> .				
<u> </u>						

Signature of Buyer

Printed Name _Käufer

Signature of Witness

Signature of Buver

Printed Name

Signature of Witness

Signature of Brokerage Representative

Printed Name <u>PETER BARDENZ</u>

Signature of Witness ____