



BCrea
British Columbia
Real Estate Association



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS® NO.:

DATE:

PAGE 1 of 4 PAGES

RE: ADDRESS

LEGAL DESCRIPTION:

PID

OTHER PID(S)

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED _____
MADE BETWEEN _____ AS BUYER, AND
_____ AS SELLER AND COVERING
THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

Removal of Subject Clause(s)

With reference to the above, the subject to the clause(s) noted below, is/are waived or declared fulfilled. Time is of the essence.

1. Subject to a new first mortgage being made available to the buyer on or before 11:59 p.m. [_____], in the amount of [_____] at an interest rate not to exceed [_____] % per annum calculated [_____] semi / [_____] semi-annually, not in advance, with a [_____] year amortization period, [_____] year term and repayable in blended payments of approximately [_____] per month including principal and interest plus 1/12 of annual taxes, if required by the mortgage. This condition is for the sole benefit of the buyer.

2. Subject to the buyer, on or before 11:59 p.m. [_____] approving the Property Disclosure Statement dated [_____], with respect to the information that reasonably may adversely affect the use or value of the property. If approved, such statement will be incorporated into and will form part of this contract. This condition is for the sole benefit of the buyer.

3. Subject to the buyer, on or before 11:59 p.m. [_____], receiving a current property title search including a copy of easements, covenants, building schemes, land use contracts and right of ways, if they exist, from the seller, at the seller's cost. The buyer must peruse and be satisfied with its contents and is advised to receive an independent legal advice regarding the nature and effects of the charges if they exist. This condition is for the sole benefit of the buyer.

4. The lot numbers and their sizes are identified on the attached schedule as "A". Buyer is aware that the lot sizes may change prior to completion. Buyer has been advised by the buyer's representative to obtain independent professional advice concerning any and all tax implications to the buyer resulting from the purchase and sale of the property, including GST. The seller will allow the buyer to apply for building permits, prior to completion of the subject property and will execute any and all documents that may be required by the appropriate approving authority, for the building permit application. The seller authorizes buyer and buyer's representative access to the subject property for the purpose of survey, soil testing, appraisal and any other purpose that may be required without prior notice to the seller.

X	_____	SEAL	_____
WITNESS	BUYER		PRINT NAME
X	_____	SEAL	_____
WITNESS	BUYER		PRINT NAME
X	_____	SEAL	_____
WITNESS	SELLER		PRINT NAME
X	_____	SEAL	_____
WITNESS	SELLER		PRINT NAME

*PREC represents Personal Real Estate Corporation
Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).



BCrea
British Columbia
Real Estate Association



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS® NO.:

DATE:

PAGE 2 of 4 PAGES

RE: ADDRESS

LEGAL DESCRIPTION:

PID

OTHER PID(S)

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED _____
MADE BETWEEN _____ AS BUYER, AND
_____ AS SELLER AND COVERING
THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

5. A non-refundable deposit of [] within 72 hours of acceptance, to be paid directly to the seller as compliance deposit if there is a required compliance deposit. The buyer waives the right to claim this deposit if the sales does not complete due to default by the buyer. The deposit will be forfeited to seller on account of pre-estimate of liquidated damages and not as a penalty. Amex Fraseridge Realty (brokerage) and [] (representative) has advised the buyer to obtain independent legal advice before signing or accepting this contract with respect to the arrangement for holding the deposit money in this transaction.

6. The buyer is aware that building design and landscaping scheme exist on this lot and will be enforced by seller. The buyer will be responsible for all landscaping including trees that may be required by the appropriate approving authority as per building scheme. A [] compliance deposit will be refunded by the seller to the buyer within 30-days of receipt of unconditional final occupancy permit. Agreement under section 27(4) of Real Estate Act (where money is to be held by someone who is not a licensee) Subject to the buyer, on or before 11:59 p.m. [], obtaining an independent and separate legal advice regarding the arrangements for holding of deposit money in this transaction. This is for the sole benefit of the buyer. Section 2 of the contract has been changed to state that the deposit shall be paid to the seller or to a third party namely []. This deposit will not be held in Amex Fraseridge Realty stakeholder Trust Account with the provisions of the Real Estate Services Act nor will be held in any trust account on behalf of the buyer.

X	_____	_____	SEAL	_____
WITNESS		BUYER		PRINT NAME
X	_____	_____	SEAL	_____
WITNESS		BUYER		PRINT NAME
X	_____	_____	SEAL	_____
WITNESS		SELLER		PRINT NAME
X	_____	_____	SEAL	_____
WITNESS		SELLER		PRINT NAME

*PREC represents Personal Real Estate Corporation
Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).



BCrea
British Columbia
Real Estate Association



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS® NO.:

DATE:

PAGE 3 of 4 PAGES

RE: ADDRESS

LEGAL DESCRIPTION:

PID

OTHER PID(S)

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED _____
MADE BETWEEN _____ AS BUYER, AND
_____ AS SELLER AND COVERING
THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

7. Both seller and buyer agree that if the deposit cheque is received by the Brokerage, in order to deliver the deposit to the seller or to the above authorized third party, that [_____] (licensee) is not required to deliver monies received from the buyer or seller pursuant to the contract to the Brokerage pursuant to section 27(1) of Real Estate Services Act nor is Brokerage required to deposit those monies in its Brokerage Trust Account pursuant to section 27(2) of Real Estate Services Act. The buyer is aware of the building designs, guidelines, restrictive covenants and other non-final charges that may be registered against this lot. The attached copy of the Title Search result with all non-financial charges is attached as Schedule C and will be incorporated into and form part of this contract. The buyer agrees to abide by all non-financial charges including all building schemes and guidelines.

8. Notwithstanding clause 20A, the seller consents and agrees that the buyer, without further authorization from the seller, may add on title, buyer's spouse and/or buyer's children and/or buyer's parents and/or buyer's corporation to the contract, if required by the buyer's financial institution. The buyer will immediately provide notice to the seller in writing, once all of the names are added to the contract.

X	_____	_____	SEAL	_____
WITNESS		BUYER		PRINT NAME
X	_____	_____	SEAL	_____
WITNESS		BUYER		PRINT NAME
X	_____	_____	SEAL	_____
WITNESS		SELLER		PRINT NAME
X	_____	_____	SEAL	_____
WITNESS		SELLER		PRINT NAME

*PREC represents Personal Real Estate Corporation
Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).



BCrea
British Columbia
Real Estate Association



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS® NO.:

DATE:

PAGE 4 of 4 PAGES

RE: ADDRESS

LEGAL DESCRIPTION:

PID

OTHER PID(S)

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED _____
MADE BETWEEN _____ AS BUYER, AND
_____ AS SELLER AND COVERING
THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

X _____

WITNESS

BUYER



PRINT NAME

X _____

WITNESS

BUYER



PRINT NAME

X _____

WITNESS

SELLER



PRINT NAME

X _____

WITNESS

SELLER



PRINT NAME

*PREC represents Personal Real Estate Corporation

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).