

Use this resource to identify and compare RECBC's new clauses with the old clauses that have replaced. In some instances, old clauses have been deleted and not replaced as they now form part of your standard forms. If you have any questions, please contact one of RECBC's [Professional Standards Advisors](#) for assistance.

<b>Topic</b>	<b>Clause Title</b>	<b>Current Clause</b>	<b>Previous clause</b>
Assignment	Additional named buyer	Notwithstanding section 20A of this Contract, the Buyer may, without the further consent of the Seller, add (insert name(s) of specific person(s)) as an additional buyer prior to completion and the Seller agrees to sign completion documents as are necessary to reflect that addition. The Seller's consent does not release the Buyer from liability under this Contract.	Notwithstanding Section 20A of the Contract, the Parties agree that the Buyer may, without the consent of the Seller, add (insert name of specific party/parties) as an additional buyer to the contract prior to closing. The Seller's consent does not release the Buyer from liability under this Contract.
Assignment	Assignment to additional named buyer	Notwithstanding section 20A of this Contract, the Buyer may, without the further consent of the Seller, assign the Buyer's rights in this Contract to the Buyer and to (insert name(s) of specific person(s)) prior to completion and the Seller agrees to sign completion documents as are necessary to reflect the assignment. The Seller's consent does not release the Buyer from liability under this Contract.	Notwithstanding Section 20A of the Contract, the Parties agree that the Buyer may, without the consent of the Seller, add (insert name of specific party/parties) as an additional buyer to the contract prior to closing. The Seller's consent does not release the Buyer from liability under this Contract.

Assignment	Assignment without consent of Seller	The Buyer may assign the Buyer’s rights in this Contract, in whole or in part, to any person without the consent of the Seller. The assignment by the Buyer will not relieve the Buyer from the Buyer’s obligations under this Contract.	The Buyer reserves the right to assign this contract in whole or in part to any third party without further notice to the Seller; said assignment not to relieve the Buyer from his or her obligation to complete the terms and conditions of this contract should the assignee default.
Back up	Back up offer	Subject to the Seller ceasing to be obligated in any way under the Contract of Purchase and Sale dated (date) (the “Sale Contract”) respecting the Property, including the Seller obtaining a full release from the Buyer, on or before (date). This condition is for the sole benefit of the Seller.  *(Optional – The Seller agrees not to amend the Sale Contract.)	Subject to the Seller ceasing to be obligated in any way under the previously accepted Contract of Purchase and Sale on the subject property on or before (date) . This condition is for the sole benefit of the Seller.
Co-op	Cooperative purchase – registered lease	This Contract is for the sale by the Seller and the purchase by the Buyer of (number of shares) shares (the “Shares”) in (name of co-operative entity), together with an assignment by the Seller to the Buyer of the Seller’s rights and assumption by the Buyer of the Seller’s obligations respecting a lease dated (date) (the “Lease”) of unit (insert number), which lease is registered at the Land Title Office under number (insert registration number).	This contract is for the purchase of (number of shares) shares in (name of co-operative association) together with a lease of (unit number) to the Buyer, and other considerations as may accompany said lease. Buyer to assume payments of the monthly maintenance charge of \$(amount) (which includes a proportionate share of annual taxes). Subject to the approval of the Buyer by the Board of Directors of (name of co-operative association) on or before (date) .

		In this Contract, except for sections 5, 8 and 16, and except where the context otherwise requires, “Property” means the Lease and the Shares collectively. In sections 5, 8 and 16, “Property” means unit (insert number).	This condition is for the benefit of both the Buyer and the Seller. Buyer has approved the Rules and Regulations, the Memorandum and Articles of Association, any lease documentation and any financial obligations of ( <i>name of co-operative association</i> ) including the following specific restriction(s):
Co-op	Cooperative purchase – unregistered lease	<p>This Contract is for the sale by the Seller and the purchase by the Buyer of (number of shares) shares (the “Shares”) in (name of co-operative entity), together with an assignment by the Seller to the Buyer of the Seller’s rights and assumption by the Buyer of the Seller’s obligations respecting a lease dated (date) (the “Lease”) of unit (insert number).</p> <p>In this Contract, except for sections 5, 8 and 16, and except where the context otherwise requires, “Property” means the Lease and the Shares collectively. In sections 5, 8 and 16, “Property” means unit (insert number).</p> <p>Notwithstanding sections 4, 11, 13 and 14 and references to registration of documents at the Land Title Office, the Buyer and Seller will complete the purchase and sale in accordance with</p>	*New

		undertakings commonly used in similar transactions.	
Co-op	Cooperative purchase – assumption of payment	The Buyer will assume the payment of the monthly maintenance charge, which is currently (insert amount), subject to change, and includes, among other charges the Buyer’s proportionate share of annual property taxes.	Buyer to assume payments of the monthly maintenance charge of \$(amount) (which includes a proportionate share of annual taxes).
Co-op	Cooperative purchase – approval of directors	This Contract is subject to the board of directors of (name of co-operative entity) approving, on or before (date), the Buyer and the purchase of the Shares by and assignment of the Lease to the Buyer. This condition is for the benefit of the Seller and the Buyer.	Subject to the approval of the Buyer by the Board of Directors of (name of co-operative association) on or before (date).  This condition is for the benefit of both the Buyer and the Seller.
Co-op	Cooperative purchase – approval of rules and regulations	This Contract is subject to the Buyer receiving from the Seller copies of all rules, regulations, documents containing any restrictions regarding ownership, use or occupation of any unit in the (name of co-operative entity), memorandum of association and articles (or similar documents), the Lease, and documents containing any current financial obligations of (name of co-operative entity), and the Buyer being satisfied, on or before (date) with the information in the documents referred to in this	Buyer has approved the Rules and Regulations, the Memorandum and Articles of Association, any lease documentation and any financial obligations of (name of co-operative association) including the following specific restrictions:

		condition. This condition is for the sole benefit of the Buyer.	
Deposits	Deposit payable within specified period	The Deposit is payable within (number of hours) hours of acceptance of this offer.	Deposit to be payable within ( <i>number of hours</i> ) hours of acceptance of this offer.
Deposits	Deposit to bear interest	The brokerage will place the Deposit in an interest-bearing trust account with interest accruing to the benefit of the ( <i>select either Seller or Buyer</i> ).	This deposit is to be placed in an interest-bearing trust account with interest accruing to the benefit of the ( <i>select either Buyer or Seller</i> ).
Deposits	Deposit increase within 24 hours	The Deposit will be increased to \$ (amount) within 24 hours of waiver or fulfillment of all conditions.	The deposit will be increased to \$ (insert amount) upon removal of all conditions precedent.
Deposits	Deposit increase on subject removal	The Deposit will be increased to \$ (amount) on waiver or fulfillment of all conditions.	The deposit will be increased to \$ ( <i>amount</i> ) upon removal of all conditions precedent.
Deposits	Approval by Seller’s lawyer of deposit arrangements	Subject to the Seller’s lawyer approving, on or before ( <i>date</i> ), the provisions set out in this Contract for holding the Deposit. This condition is for the sole benefit of the Seller.	Subject to the ( <i>select either Seller’s or Buyer’s</i> ) lawyer approving on or before ( <i>date</i> ) the arrangements for holding the deposit money in this transaction. This condition is for the sole benefit of the ( <i>select either Seller or Buyer</i> ).
Deposits	Approval by Buyer’s lawyer of deposit arrangements	Subject to the Buyer’s lawyer approving, on or before ( <i>date</i> ), the provisions set out in this Contract for holding the Deposit. This condition is for the sole benefit of the Buyer.	Subject to the ( <i>select either Seller’s or Buyer’s</i> ) lawyer approving on or before ( <i>date</i> ) the arrangements for holding the deposit money in this transaction. This condition is for the sole benefit of the ( <i>select either Seller or Buyer</i> ).

Deposits	Seller – Legal advice regarding deposit	The Seller acknowledges that the Seller has been advised to obtain legal advice before signing this Contract, regarding the provisions in this Contract for holding the Deposit.	<i>(name of Seller or Buyer)</i> hereby acknowledges that <i>(name of licensee)</i> has advised them to obtain independent legal advice before signing or accepting this contract with respect to the arrangements for holding the deposit money in this transaction.
Deposits	Buyer – Legal advice regarding deposit	The Buyer acknowledges that the Buyer has been advised to obtain legal advice before signing this Contract, regarding the provisions in this Contract for holding the Deposit.	<i>(name of Seller or Buyer)</i> hereby acknowledges that <i>(name of licensee)</i> has advised them to obtain independent legal advice before signing or accepting this contract with respect to the arrangements for holding the deposit money in this transaction.
Deposits	Deposit held by third party	The Deposit will be held in trust by (name of third party) pending completion of the transaction.	The deposit will be held in trust by <i>(name of third party, e.g., conveyancer/notary/builder)</i> as a stakeholder pursuant to the provisions of the Real Estate Services Act pending the completion of the transaction.
Disclosure	Buyer approving Property Disclosure Statement	Subject to the Buyer obtaining and being satisfied, on or before (date), with a Property Disclosure Statement with respect to the Property.  This condition is for the sole benefit of the Buyer.  If this condition is satisfied or waived, the Property Disclosure Statement will be	Subject to the Buyer on or before (date) obtaining and approving a Property Disclosure Statement with respect to the information that reasonably may adversely affect the use or value of the property. This condition is for the sole benefit of the Buyer. If approved, such statement will be incorporated into and form part of this contract.

		incorporated into and form part of this Contract.	
Disclosure	Buyer’s receipt of Disclosure Statement	The Buyer acknowledges having received and having had an opportunity to read the developer’s Disclosure Statement.	The Buyer acknowledges having received and having had an opportunity to read the developer’s Disclosure Statement.
Disclosure	Buyer acknowledgement regarding disclosure of material latent defect	The Buyer acknowledges having received a Seller’s separate disclosure of material latent defects dated (date) relating to (general reference to issue).	The buyer acknowledges having received separate written disclosure of a material latent defect relating to (general reference to issue) .
Disclosure	Growth or manufacture of illegal substances – non strata	The Buyer acknowledges that the Property may have been used to grow cannabis (other than as permitted by law) or for the growth or manufacture of illegal substances, and acknowledges that the Seller makes no representations or warranties with respect to the state of repair of the Property. The Buyer accepts the Property in its present state, and in an “as is” condition.	The Buyer acknowledges that the property and the buildings and structures thereon may have been used for the illegal growth of substances, or for the growth or manufacture of illegal substances, and acknowledges that the Seller makes no representations and/or warranties with respect to the state of repair of the premises. The Buyer accepts the property and the buildings and structures thereon in their present state, and in an “as is” condition.
Disclosure	Growth or manufacture of illegal substances - strata	The Buyer acknowledges that the strata lot or limited common property associated with the strata lot may have been used to grow cannabis (other than as permitted by law) or for the growth or manufacture of illegal substances, and acknowledges that the Seller makes no representations or warranties with respect to the state of repair of the strata	The Buyer acknowledges that the strata lot or limited common property associated with the strata lot has been used for the illegal growth of any substances, or growth or manufacture of illegal substances, and acknowledges that the Seller makes no representations and/or warranties with respect to the state of repair of the strata lot or the limited common property associated with the strata lot. The Buyer

		lot or the limited common property associated with the strata lot. The Buyer accepts the strata lot and limited common property in their present state, and in an “as is” condition.	accepts the strata lot in its present state, and in an “as is” condition.
Disclosure	Seller representation – no growth or manufacture of illegal substances – non strata	The Seller represents and warrants that, during the time the Seller has owned the Property, the Property has not been used to grow cannabis (other than as permitted by law) or for the growth or manufacture of illegal substances.	The Seller represents and warrants that, during the time the Seller has owned the property, the property and the buildings and structures thereon have not been used for the illegal growth of any substances or growth or manufacture of any illegal substances. This warranty shall survive and not merge on the completion of this transaction. Further, the Seller represents that, to the best of the Seller’s knowledge and belief, the property and the buildings and structures thereon have never been used for the illegal growth of any substance, or growth or manufacture of illegal substances.
Disclosure	Seller representation – no growth or manufacture of illegal substances – strata	The Seller represents and warrants that, during the time the Seller has owned the strata lot, neither the strata lot nor any limited common property associated with the strata lot has been used to grow cannabis (other than as permitted by law) or for the growth or manufacture of illegal substances.	The Seller represents and warrants that, during the time the Seller has owned the property, the property and the buildings and structures thereon have not been used for the illegal growth of any substances or growth or manufacture of any illegal substances. This warranty shall survive and not merge on the completion of this transaction. Further, the Seller represents that, to the best of the Seller’s knowledge and belief, the property and the buildings and structures thereon have never been used for the illegal growth of any



			substance, or growth or manufacture of illegal substances.
Disclosure	Possible health, safety or environmental condition	The Seller discloses, and the Buyer acknowledges, that the Property contains or has contained (describe condition) and the Buyer accepts the Property in this condition.	The Seller discloses, and the Buyer acknowledges, that the <i>(select either building or property)</i> contains <i>(describe condition)</i> and the Buyer accepts the <i>(select either building or property)</i> in this condition.
Disclosure	Property Disclosure Statement forms part of Contract.	The attached Property Disclosure Statement dated (date) is incorporated into and forms part of this Contract.	The attached Property Disclosure Statement dated (date) is incorporated into and forms part of this contract.
Disclosure	Seller disclosure condition tested	The Seller discloses that the Property was tested for (describe condition), on (date) by (name of testing contractor or government authority).  The results of the test indicated that no (describe condition) was present in or on the Property. As evidence of that testing, the Seller attaches the following documents:  (List)  The Buyer accepts the condition of the Property in reliance on these documents.	The Seller discloses that the (select either building or property) was tested for (describe condition) , on (date) by (name of testing contractor or government authority) .  The results of the test indicated that no (describe condition) was present (select either in or on) the (select either building or property) . As evidence of such testing, the Seller attaches the following documents:  (List)  The buyer accepts the condition of the (select either building or property) in reliance on these documents.
Disclosure	Seller disclosure condition removed	The Seller discloses that, although (describe condition) was known to have been in or on the Property, such (describe condition), to the best of the	The Seller discloses that, although <i>(describe condition)</i> was known to have been <i>(select either in or on)</i> the <i>(select either building or property)</i> , such <i>(describe condition)</i> to the

		<p>Seller’s knowledge, was removed or remedied on (date). As evidence of the removal or remedy, the Seller attaches the following documents:</p> <p>(List)</p> <p>The Buyer accepts the condition of the Property in reliance on these documents.</p>	<p>best of the Seller’s knowledge, was <i>(select either removed or remedied)</i> on <i>(date)</i> . As evidence of the <i>(select either removal or remedy)</i> , the Seller attaches the following documents:</p> <p>(List)</p>
Disclosure	Seller disclosure corrective measures taken	<p>The Seller discloses that the Property did have (describe condition) but has undergone the following corrective measures:</p> <p>(List)</p> <p>The Buyer accepts the condition of the Property in reliance on these corrective measures.</p>	<p>The Seller discloses that the <i>(select either building or property)</i> did have <i>(describe condition)</i> but has undergone the following corrective measures:</p> <p>(List)</p> <p>The Buyer accepts the <i>condition of the (select either building or property) in reliance on these corrective measures.</i></p>
Disclosure	Seller disclosure condition acceptable level	<p>The Seller discloses that the Property was tested for (describe condition) on (date) by (name of testing contractor or government authority).</p> <p>The results for such testing indicated that (describe condition) is acceptable and, accordingly, no further action has been taken.</p>	<p>The Seller discloses that the <i>(select either building or property)</i> was tested for <i>(describe condition)</i> on <i>(date)</i> by <i>(name of testing contractor or government authority)</i> . The results for such testing indicated that <i>(describe condition)</i> is acceptable and, accordingly, no further action has been taken.</p> <p>The Buyer accepts the <i>condition of the (select either building or property) in reliance on this testing.</i></p>

		The Buyer accepts the condition of the Property in reliance on this testing.	
Disclosure	Seller warranty regarding condition	The Seller represents and warrants that, to the best of the Seller’s knowledge, the Property does not have (describe condition).	The Seller warrants that, to the best of the Seller’s knowledge, the <i>(select either building or property)</i> does not have <i>(describe condition)</i> .
Financing	Agreement for Sale – No underlying mortgage	<p>The Buyer will pay to the Seller \$(amount), which includes the Deposit, on the Completion Date, as part payment of the Purchase Price.</p> <p>The Seller will provide financing to the Buyer for the balance of the Purchase Price in the amount of \$(amount), by way of an agreement for sale (the “Agreement for Sale”), in a form acceptable to the Seller. The Agreement for Sale will provide for:</p> <ul style="list-style-type: none"> <li>(a) interest rate of ____% per annum, calculated (annually/semi-annually/monthly), not in advance;</li> <li>(b) ____ year amortization period;</li> <li>(c) ____ year term; and</li> <li>(d) blended monthly payments of \$ (amount), including principal and interest (plus 1/12 of the annual taxes, if required by the Seller).</li> </ul>	<p>The Seller will carry the remaining balance of \$ (amount) by way of an Agreement for Sale, in a form acceptable to the Seller (which form will be provided by the Seller on or before <i>(date)</i> and approved by the Buyer on or before <i>(date)</i> ), at an interest rate of % per annum, calculated <i>(frequency)</i> not in advance, with a ____-year amortization period, ____-year term and repayable in blended payments of \$ <i>(payment)</i> per month, including principal and interest (plus 1/12 of the annual taxes, if required by the Seller). The Agreement for Sale will provide that if the Buyer disposes, or agrees to dispose of his or her interest in the property, the full amount then owing under the Agreement for Sale will immediately become due and payable at the Seller’s option. The Seller will draw and register the Agreement for Sale at the Buyer’s cost. The Buyer hereby consents to the Seller obtaining a credit report on the Buyer. Subject to the Seller approving the Buyer’s credit report on or before <i>(date)</i>.</p>

		<p>*The Agreement for Sale will provide that if the Buyer disposes, or agrees to dispose, of the Buyer’s interest in the Property, the full balance will immediately become due and payable, at the Seller’s option.</p> <p>The Seller will prepare the Agreement for Sale at the Buyer’s expense.</p> <p>The Buyer consents to the Seller obtaining a credit report on the Buyer.</p> <p>Subject to the Seller obtaining and being satisfied, on or before (date), with the Buyer’s credit report. This condition is for the sole benefit of the Seller.</p>	
Financing	Agreement for Sale – Underlying mortgage – Due and payable on sale	<p>The Buyer will pay to the Seller \$(amount), which includes the Deposit, on the Completion Date, as part payment of the Purchase Price.</p> <p>The Seller will provide financing to the Buyer for the balance of the Purchase Price in the amount of \$(amount), by way of an agreement for sale (the “Agreement for Sale”), in a form acceptable to the Seller. The Agreement for Sale will provide for:</p> <p>(a) interest rate of ____% per annum, calculated</p>	<p>The Seller will carry the balance of \$ (amount) * by way of an Agreement for Sale, in a form acceptable to the Seller (which form will be provided by the Seller on or before (date) and approved by the Buyer on or before (date) ), at an interest rate of %per annum calculated (frequency) , not in advance, with a (number)-year amortization period and a term to expire (date) ** and repayable in blended payments of \$ (payment) *** per month including principal and interest (plus 1/12 of the annual taxes, if required by the Seller). The Seller covenants and agrees to pay the existing first</p>

		<p>(annually/semi-annually/monthly), not in advance;</p> <p>(b) ____ year amortization period;</p> <p>(c) ____ year term; and</p> <p>(d) blended monthly payments of \$ (amount), including principal and interest (plus 1/12 of the annual taxes, if required by the Seller).</p> <p>The Agreement for Sale will rank after a first mortgage (the “First Mortgage”) in favour of (name) (the “Lender”) with an outstanding balance of approximately \$ (amount), which provides for:</p> <p>(a) interest rate of ____% per annum calculated (annually/semi-annually/monthly), not in advance;</p> <p>(b) end of term date of (date); and</p> <p>(c) blended monthly payments of \$ (amount) including principal and interest.</p> <p>The Seller will maintain the First Mortgage in good standing and will pay and satisfy in full all payments when due. On any failure to do so, the Seller will immediately notify the Buyer or cause the Lender to notify the Buyer, and the Buyer may pay to the Lender directly the</p>	<p>mortgage in favour of according to the terms of the mortgage.</p> <p>* Amount includes underlying mortgage.</p> <p>** Term expiry date to correspond to underlying mortgage.</p> <p>*** In order to protect the Buyer, this amount should be at least as large as monthly payments on the underlying mortgage.</p>
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		<p>amount owing, and deduct that payment from the amount owing to the Seller under the Agreement for Sale.</p> <p>The Agreement for Sale will provide that if the Buyer disposes, or agrees to dispose, of the Buyer’s interest in the Property, the full balance will immediately become due and payable, at the Seller’s option. Any penalty payable by the Seller because of the resulting prepayment of the First Mortgage will be paid by the Buyer to the Seller on the completion date of the disposition.</p> <p>The Seller will prepare the Agreement for Sale at the Buyer’s expense.</p> <p>The Buyer consents to the Seller obtaining a credit report on the Buyer.</p> <p>Subject to the Seller obtaining and being satisfied, on or before (date), with the Buyer’s credit report. This condition is for the sole benefit of the Seller.</p>	
Financing	Assumption of existing mortgage	The Buyer will pay to the Seller \$(amount), (approximately) which includes the Deposit, on the Completion Date, as part payment of the Purchase Price.	The sum of approximately \$ (amount A) by way of cash down payment. The Buyer will assume all obligations under the existing (rank)mortgage held by (name of lender) with an outstanding balance of

		<p>The balance of the Purchase Price will be paid by the Buyer assuming all obligations under the existing (rank) mortgage registered in the name of (name) (the “Lender”) with an outstanding balance of approximately \$ (amount), which provides for:</p> <ul style="list-style-type: none"> <li>(a) interest rate of ____% per annum, calculated (annually/semi-annually/monthly), not in advance;</li> <li>(b) end of term date of (date); and</li> <li>(c) blended monthly payments of \$ (amount) including principal and interest (plus 1/12 of the annual taxes, if required by the Lender).</li> </ul> <p>Subject to the Lender, pursuant to section 24 of the <i>Property Law Act</i>, approving the Buyer in writing on or before (date), thereby releasing the Seller from liability under section 24(1) of the <i>Property Law Act</i>. This condition is for the benefit of both the Buyer and the Seller.</p>	<p>approximately \$ (amount B) at an interest rate of % per annum calculated (select either half-yearly or monthly) not in advance, with a “balance due” term date of (date) with blended payments of \$ (payment amount) per month including principal and interest (plus 1/12 of the annual taxes, if required by mortgagee).</p> <p>Subject to the mortgagee approving the Buyer in writing on or before (date), thereby releasing the Seller from liability under section 24 of the <i>Property Law Act</i>. This condition is for the benefit of both the Buyer and the Seller.</p>
Financing	Financial obligations exceed sale price	Subject to the Seller confirming, on or before (date), that the Seller’s arrangement of financial affairs will enable the Seller to proceed with the sale	Subject to the Seller’s confirmation and satisfaction with the arrangement of financial affairs, on or before (date), which enable the Seller to proceed with this sale.

		as set out in this Contract. This condition is for the sole benefit of the Seller.	This condition is for the sole benefit of the Seller.
Financing	Approval by Seller's lawyer regarding Seller financing	Subject to the Seller's lawyer approving, on or before (date), the financing terms and conditions for the Seller's provision of financing to the Buyer. This condition is for the sole benefit of the Seller.	Subject to the Seller's lawyer approving the financing terms and conditions on or before (date). This condition is for the sole benefit of the Seller.
Financing	Approval by Buyer's lawyer regarding Seller financing	Subject to the Buyer's lawyer approving, on or before (date), the financing terms and conditions for the Seller's provision of financing to the Buyer. This condition is for the sole benefit of the Buyer.	*New
Financing	New first mortgage	Subject to a new first mortgage being made available to the Buyer, on or before (date), in the amount of \$(amount), which provides for: <ul style="list-style-type: none"> <li>(a) interest rate not to exceed _____% per annum, calculated (annually/semi-annually/monthly), not in advance;</li> <li>(b) _____ year amortization period;</li> <li>(c) _____ year term; and</li> </ul>	Subject to a new first mortgage being made available to the Buyer on or before (date), in the amount of \$ (amount) at an interest rate not to exceed ___ % per annum calculated (select either half-yearly or monthly), not in advance, with a ___ - year amortization period, ___ - year term and repayable in blended payments of approximately \$ (amount) per month including principal and interest (plus 1/12 of the annual taxes, if required by the mortgagee).



		<p>(d) blended monthly payments of approximately \$ (amount) including principal and interest (plus 1/12 of the annual taxes, if required by the lender).</p> <p>This condition is for the sole benefit of the Buyer.</p>	<p>This condition is for the sole benefit of the Buyer.</p>
Financing	New first mortgage	<p>Subject to the Buyer arranging satisfactory financing on or before (date).</p> <p>This condition is for the sole benefit of the Buyer.</p>	<p>Subject to a new first mortgage being made available to the Buyer on or before (date), in the amount of \$(amount) at an interest rate not to exceed ____% per annum calculated (select either half-yearly or monthly), not in advance, with a ____-year amortization period, ____-year term and repayable in blended payments of approximately \$ (amount) per month including principal and interest (plus 1/12 of the annual taxes, if required by the mortgagee).</p> <p>This condition is for the sole benefit of the Buyer.</p>
Financing	New second mortgage	<p>Subject to a new second mortgage being made available to the Buyer, on or before (date), in the amount of \$ (amount) which provides for:</p> <p>(a) interest rate not to exceed ____% per annum,</p>	<p>Subject to a new second mortgage being made available to the Buyer on or before (date), in the amount of \$ (amount) at an interest rate not to exceed ____% per annum calculated (select either half-yearly or monthly), not in advance, with a ____-year</p>

		<p>calculated (annually/semi-annually/monthly), not in advance;</p> <p>(b) ____ year amortization period;</p> <p>(c) ____ year term; and</p> <p>(d) blended monthly payments of approximately \$(amount) including principal and interest (plus 1/12 of the annual taxes, if required by the lender).</p> <p>This condition is for the sole benefit of the Buyer.</p>	<p>amortization period, ____-year term and repayable in blended payments of approximately \$(amount) per month including principal and interest (plus 1/12 of the annual taxes, if required by the mortgagee).</p> <p>This condition is for the sole benefit of the Buyer.</p>
Financing	New second mortgage	<p>Subject to the Buyer arranging satisfactory financing on or before (date).</p> <p>This condition is for the sole benefit of the Buyer.</p>	<p>Subject to a new second mortgage being made available to the Buyer on or before (date), in the amount of \$ (amount) at an interest rate not to exceed ____ % per annum calculated (select either half-yearly or monthly), not in advance, with a ____-year amortization period, ____-year term and repayable in blended payments of approximately \$(amount) per month including principal and interest (plus 1/12 of the annual taxes, if required by the mortgagee).</p> <p>This condition is for the sole benefit of the Buyer.</p>

<p>Financing</p>	<p>Seller take back first mortgage</p>	<p>The Buyer will pay to the Seller \$(amount), which includes the Deposit, on the Completion Date, as part payment of the Purchase Price.</p> <p>The Seller will provide financing to the Buyer by way of the Buyer granting to the Seller a first mortgage (the “First Mortgage”), in a form acceptable to the Seller. The First Mortgage will provide for:</p> <ul style="list-style-type: none"> <li>(a) interest rate of ____% per annum, calculated (annually/semi-annually/monthly), not in advance;</li> <li>(b) ____ year amortization period;</li> <li>(c) ____ year term; and</li> <li>(d) blended monthly payments of \$ (amount), including principal and interest (plus 1/12 of the annual taxes, if required by the Seller).</li> </ul> <p>The First Mortgage will provide that if the Buyer disposes, or agrees to dispose, of the Property, the full balance will immediately become due and payable, at the Seller’s option.</p> <p>The Seller will prepare the First Mortgage at the Buyer’s expense.</p>	<p>The Seller will take back a first mortgage, in a form acceptable to the Seller (which form will be provided by the Seller on or before <i>(date)</i> and approved by the Buyer on or before <i>(date)</i> , in the amount of \$ <i>(amount)</i> at an interest rate of % per annum calculated (<i>select either half-yearly or monthly</i>) , not in advance, with a ____-year amortization period and ____-year term and repayable in blended payments of \$ <i>(amount)</i> per month including principal and interest (plus 1/12 of the annual taxes, if required by the Seller).</p> <p>The mortgage will provide that if the Buyer disposes of or agrees to dispose of the property, the full balance will immediately become due and payable at the Seller’s option. The Seller will draw and register the mortgage at the Buyer’s cost.</p> <p>The Buyer hereby consents to the Seller obtaining a credit report on the Buyer. Subject to the Seller approving the Buyer’s credit report on or before <i>(date)</i>.</p> <p>This condition is for the sole benefit of the Seller.</p>
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		<p>The Buyer consents to the Seller obtaining a credit report on the Buyer.</p> <p>Subject to the Seller obtaining and being satisfied, on or before (date), with the Buyer’s credit report. The condition is for the sole benefit of the Seller.</p>	
Financing	Seller take back second mortgage	<p>The Buyer will pay to the Seller \$(amount), which includes the Deposit, on the Completion Date, as part payment of the Purchase Price.</p> <p>The Seller will provide financing to the Buyer by way of the Buyer granting to the Seller a second mortgage (the “Second Mortgage”), in a form acceptable to the Seller. The Second Mortgage will provide for:</p> <ul style="list-style-type: none"> <li>(a) interest rate of ____% per annum, calculated (annually/semi-annually/monthly), not in advance;</li> <li>(b) ____ year amortization period;</li> <li>(c) ____ year term; and</li> <li>(d) blended monthly payments of \$ (amount), including principal and interest (plus 1/12 of the annual taxes, if required by the Seller if not already being collected by the first lender).</li> </ul>	<p>The Seller will take back a second mortgage, in a form acceptable to the Seller (which form will be provided by the Seller on or before (date), and approved by the Buyer on or before (date), in the amount of (amount) at an interest rate of __% per annum, calculated (select either half-yearly or monthly), not in advance, with a ____-year amortization period, ____-year term and repayable in blended payments of \$ (payment) per month, including principal and interest (plus 1/12 of the annual taxes if required by the Seller, if not already being collected by the first mortgagee). Such second mortgage will provide that if the Buyer disposes or agrees to dispose of the property, the full balance will immediately become due and payable at the Seller’s option.</p> <p>The Seller will draw and register the mortgage at the Buyer’s cost. This condition is for the sole benefit of the Seller.</p> <p>The Buyer hereby consents to the Seller obtaining a credit report on the Buyer. Subject to the Seller approving the Buyer’s</p>

		<p>The Second Mortgage will rank after the (select either new or existing) first mortgage of no more than \$(amount), an interest rate not to exceed ____% per annum, calculated (annually, semi-annually, monthly), and an end of term date of (date) (the “Buyer’s Mortgage”). The Second Mortgage will provide that if the Buyer defaults in any payment due under the Buyer’s Mortgage, the Seller may make the payment and add that payment to the principal amount owing under the Second Mortgage, bearing interest at the rate provided for in the Second Mortgage.</p> <p>The Second Mortgage will provide that if the Buyer disposes, or agrees to dispose, of the Property, the full balance will immediately become due and payable, at the Seller’s option.</p> <p>The Seller will prepare the Second Mortgage at the Buyer’s expense.</p> <p>The Buyer consents to the Seller obtaining a credit report on the Buyer.</p> <p>Subject to the Seller obtaining and being satisfied, on or before (date), with the</p>	<p>credit report on or before (date). This condition is for the sole benefit of the Seller. The Seller’s second mortgage is to rank after the (select either new or existing) first mortgage of no more than \$(amount) at ____% interest with a term due date of (date) .</p>
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		Buyer's credit report. This condition is for the sole benefit of the Seller.	
Fish Protection	<i>Fish Protection Act</i>	Subject to the Buyer, at the Buyer's expense, receiving and approving, on or before (date), professional advice that there are no limitations unsatisfactory to the Buyer on the use or development of the Property resulting from the <i>Riparian Areas Protection Act</i> , its regulations, or any similar legislation. This condition is for the sole benefit of the Buyer.	Subject to the Buyer receiving and approving independent professional advice concerning any limitations on the use and/or development of the property resulting from the Riparian Areas Protection Act, on or before (date) . This condition is for the sole benefit of the Buyer.
GST	Purchase Price does not include GST	The Purchase Price does not include any GST applicable to the purchase and sale of the Property.	The purchase price to (select either include/not include) GST.
GST	Purchase Price does not include GST – professional advice - Buyer	The Buyer acknowledges that the Buyer has received professional tax advice regarding the Buyer's GST liability arising from, and any GST exemptions or rebates applicable to, the Buyer's purchase of the Property. The Buyer will pay any GST applicable to the purchase of the Property and will be responsible to apply for any GST rebate.	The Buyer confirms the receipt of independent GST advice concerning the obligation to pay GST and will be responsible to pay any GST and apply for any GST rebate in connection with this transaction.
GST	Buyer to obtain professional advice	Subject to the Buyer obtaining and being satisfied, on or before [date], with professional tax advice regarding the Buyer's GST liability arising from, and any	Subject to the (select either Buyer or Seller) receiving and approving information or professional advice concerning the (select either Buyer or Seller) GST liability, GST

		GST exemptions or rebates applicable to, the Buyer’s purchase of the Property. This condition is for the sole benefit of the Buyer.	exemptions or GST rebates, on or before (date).  This condition is for the sole benefit of the (select either Buyer or Seller).
GST	Purchase Price includes GST	The Purchase Price includes any GST applicable to the purchase and sale of the Property.	The purchase price to <i>(select either include/not include)</i> GST.
GST	Purchase Price Includes GST – professional advice - Seller	The Seller acknowledges that the Seller has received professional tax advice regarding the Seller’s GST liability arising from the Seller’s sale of the Property.	The purchase price to <i>(select either include/not include)</i> GST.
GST	Seller to obtain professional advice	Subject to the Seller obtaining and being satisfied, on or before [date], with professional tax advice regarding the Seller’s GST liability arising from the Seller’s sale of the Property. This condition is for the sole benefit of the Seller.	Subject to the (select either Buyer or Seller) receiving and approving information or professional advice concerning the (select either Buyer or Seller) GST liability, GST exemptions or GST rebates, on or before (date).  This condition is for the sole benefit of the (select either Buyer or Seller).
GST	Purchase Price includes GST – assign rebate with credit – Buyer warrants eligible for rebate	The Purchase Price includes any GST applicable to the purchase and sale of the Property. The Buyer represents and warrants that the Buyer will be eligible for a GST rebate under the <i>Excise Tax Act</i> in connection with the Buyer’s purchase	The Buyer confirms that he or she is purchasing the property for use as a principal residence or that of a qualified relative, and hereby is entitled to the GST New Housing Rebate. The Seller and Buyer agree that the purchase price includes GST based on the Buyer assigning any

		<p>of the Property (the “Rebate”). The Buyer hereby assigns the Rebate to the Seller. Relying on that representation, warranty and assignment, the Seller will credit the Rebate amount to the Buyer on the Completion Date. On or before the Completion Date, the Buyer will provide to the Seller a completed and executed Rebate application on the required form to have the Canada Revenue Agency (“CRA”) pay or credit the Rebate directly to the Seller. If the CRA denies all or part of the Rebate claim, the Buyer will promptly remit to the CRA the denied amount plus any applicable interest or penalties upon the Seller’s written demand, and will indemnify the Seller against any losses arising as a result of the Buyer’s ineligibility for all or part of the Rebate.</p>	<p>applicable Rebate to the Seller, and that the price reflects the credit given by the Seller to the Buyer for this assignment. The price includes GST payable by the Seller and net of any applicable Rebate. The Buyer hereby assigns the Rebate, if any, to the Seller, and agrees to sign the Rebate application and any other documents necessary to have the Rebate paid or credited to the Seller. If the Buyer is not entitled to the Rebate for any reason, he or she shall immediately remit the amount claimed to Canada Revenue Agency, and/or indemnify the Seller for the loss of the Rebate. The Seller is relying on the Buyer’s declaration of entitlement to the Rebate and shall not be responsible if the claim is disallowed.</p> <p>The Seller is to include the GST in the purchase price of the property. The Buyer will execute all documentation necessary to assign the Rebate to the Seller on Completion. The Buyer will occupy the premises.</p>
GST	Purchase Price includes GST – assign rebate – no Buyer warranty regarding eligibility	The Purchase Price includes any GST applicable to the purchase and sale of the Property. The Buyer makes no representations or warranties regarding the Buyer’s eligibility for a GST rebate	The Seller will pay any GST in connection with this transaction and the Buyer will assign any rebate entitlement to the Seller.



		under the <i>Excise Tax Act</i> in connection with the Buyer’s purchase of the Property (a “Rebate”). The Buyer hereby assigns to the Seller any Rebate for which the Buyer is or becomes eligible (including after the Completion Date). If the Buyer is or becomes eligible for a Rebate, the Buyer will promptly cooperate with the Seller to cause the Canada Revenue Agency to grant the Rebate. If the Buyer receives any Rebate funds, the Buyer will hold those funds in trust for, and promptly pay them to, the Seller. In no event will the Buyer be liable to the Seller as a result of the Buyer’s ineligibility for a Rebate.	
Heritage	<i>Heritage Conversion Act</i>	Subject to the Buyer being satisfied on or before (date) that there are no limitations unsatisfactory to the Buyer on the use or development of the Property resulting from the <i>Heritage Conservation Act</i> , its regulations, or any similar legislation or any similar local government bylaws. This condition is for the sole benefit of the Buyer.	Subject to the Buyer satisfying himself/herself on or before (date) regarding the potential effect of the Heritage Conservation Act on the use and/or development of the property. This condition is for the sole benefit of the Buyer.
Homeowner Protection Act	Licensed builder and warranty insurance coverage.	The Seller represents and warrants that: (a) the Seller is a licensed residential builder under the	Subject to the Buyer confirming on or before (date) that the Seller is duly licensed pursuant to the Homeowner Protection Act

		<p><i>Homeowner Protection Act</i> (“HPA”); and</p> <p>(b) the Property is covered by at least the minimum mandatory third-party home warranty insurance required by the HPA.</p> <p>At the Buyer’s request, the Seller will promptly provide to the Buyer the New Home Registration Form for the Property.</p>	<p>and that the mandatory warranty insurance pursuant to that Act is in place. This condition is for the sole benefit of the Buyer.</p> <p><b>OR</b></p> <p>The Seller represents and warrants that the Seller is duly licensed pursuant to the Homeowner Protection Act and that the mandatory warranty insurance pursuant to that Act is in place. The Seller will provide to the Buyer on or before (date) all details of the warranty insurance <i>coverage pursuant to the Homeowner Protection Act</i>.</p>
Homeowner Protection Act	Receipt and satisfaction regarding warranty insurance	Subject to the Buyer receiving a copy of the home warranty insurance policy for the Property from the Seller and being satisfied, on or before (date), with the terms of that policy (including commencement and expiry dates and any exclusions for coverage). This condition is for the sole benefit of the Buyer.	Subject to the Seller providing to the Buyer a copy of the home warranty insurance policy, and the Buyer being satisfied as to this policy, on or before (date). This condition is for the sole benefit of the Buyer.
Homeowner Protection Act	Receipt of owner builder disclosure notice	The Buyer acknowledges having received before signing this Contract a copy of the Owner Builder Disclosure Notice dated (date) for the Property in accordance with the <i>Homeowner Protection Act</i> and its regulations.	The Buyer acknowledges having received a copy of the Owner-Builder Disclosure Notice dated (date), prior to making this offer, in accordance with the Homeowner Protection Act and regulations.

Inspection	Buyer’s satisfaction – site disclosure statement	Subject to the Seller, at the Seller’s expense, providing to the Buyer a copy of the site disclosure statement (as defined in the <i>Environmental Management Act</i> ) for the Property and the Buyer being satisfied, on or before (date), with that site disclosure statement. This condition is for the sole benefit of the Buyer.	Subject to the Buyer reviewing and approving the site profile on or before (date).  This condition is for the sole benefit of the Buyer
Inspection	Seller’s satisfaction – site disclosure statement	The Seller will, at the Seller’s expense, provide to the Buyer a site disclosure statement (as defined in the <i>Environmental Management Act</i> ) for the Property, on or before (date). The Seller represents and warrants, to the best of the Seller’s knowledge, that the information contained in that site disclosure statement is true, complete and correct.	The Seller, at his or her expense, will provide to the Buyer a completed site profile (Schedule 1 of the B.C Contaminated Sites Regulation) for the subject property on or before (date). The Seller warrants that the information contained therein is true and correct to the best of the Seller’s knowledge.
Inspection	Buyer Inspection of Property – cumulative cost/no reasonable adverse effect	Subject to:  (a) the Buyer obtaining, at the Buyer’s expense, an inspection report that provides that the cumulative cost to remedy any defects does not exceed (select dollar amount); and  (b) the Buyer being satisfied, on or before (date), that any defects identified in that report would not reasonably	Subject to the Buyer, on or before (date) at the Buyer’s expense, obtaining and approving an inspection report against any defects whose cumulative cost of repair exceeds (select a monetary value) and which reasonably may adversely affect the property’s use or value. The Seller will allow access to the property for this purpose on reasonable notice. This condition is for the sole benefit of the Buyer.

		adversely affect the use or value of the Property. This condition is for the sole benefit of the Buyer. The Seller, on reasonable notice, will allow access to the Property for the purpose of the inspection(s).	
Inspection	Buyer inspection of Property – Buyer satisfaction	Subject to the Buyer obtaining, at the Buyer’s expense, an inspection report and the Buyer being satisfied, on or before (date), with the results of the inspection report. This condition is for the sole benefit of the Buyer. The Seller, on reasonable notice, will allow access to the Property for the purpose of the inspection(s).	Subject to the Buyer, on or before (date) at the Buyer’s expense, obtaining and approving an inspection report against any defects whose cumulative cost of repair exceeds (select a monetary value) and which reasonably may adversely affect the property’s use or value. The Seller will allow access to the property for this purpose on reasonable notice. This condition is for the sole benefit of the Buyer.
Inspection	Inspection/testing/government approval	Subject to the Buyer obtaining, at the Buyer’s expense, an inspection report from (insert name of inspecting body or authority) concerning (describe condition) and being satisfied, on or before (date), that the findings of that report would not reasonably adversely affect the use or value of the Property.	Subject to the Buyer receiving and being satisfied with a site inspection and report from (select inspecting body or expert tester or government authority) , concerning (describe condition) on or before (date) . The Seller will allow access to the property for this purpose on reasonable notice. This condition is for the sole benefit of the Buyer.

		This condition is for the sole benefit of the Buyer. The Seller, on reasonable notice, will allow reasonable access to the Property for the purpose of the inspection.	
Insurance	Fire/Property insurance	Subject to the Buyer obtaining approval, on or before (date), from a licensed insurer for property (including fire) and liability insurance for the Property on terms and at rates satisfactory to the Buyer. This condition is for the sole benefit of the Buyer.	This offer is subject to the Buyer obtaining approval for fire/property insurance, on terms and at rates, satisfactory to the Buyer, on or before (date) . This condition is for the sole benefit of the Buyer.
Insurance	Wood burner may void insurance	The Buyer acknowledges that the (select wood stove, fireplace insert or chimney) installed on the Property may not be in compliance with applicable laws governing its installation or use and may render any fire insurance void. The Buyer accepts the (select wood stove, fireplace insert or chimney) in its present condition, on an “as is, where is” basis.	The Buyer acknowledges and accepts that the (select either wood stove or fireplace insert and/or chimney) installed on the property may not be approved for legal use and may render any fire insurance void.
Insurance	Wood burner insurance confirmation	Subject to the Buyer obtaining, on or before (date), confirmation from the Buyer’s insurance agent that the (select wood stove, fireplace insert or chimney) installed on the Property will not affect the Buyer’s ability to obtain property (including fire) and liability insurance,	Subject to the Buyer obtaining confirmation from his or her insurance agent on or before (date) that the (select either wood stove or fireplace insert and/or chimney) installed on the property will not void his or her fire insurance coverage.

		and if that insurance is available to the Buyer, will not result in a cost for that insurance that is unsatisfactory to the Buyer. This condition is for the sole benefit of the Buyer.	This condition is for the sole benefit of the Buyer.
Lawyer/Accountant Approval	Approval by Seller's professional advisors	Subject to the Seller receiving, on or before (date), approval by the Seller's legal, accounting and other professional advisors of the terms and conditions of this Contract. This condition is for the sole benefit of the Seller.	Subject to (select either Seller's or Buyer's) lawyer approving the terms and conditions of the contract on or before (date) . This condition is for the sole benefit of the Seller/Buyer. <b>OR</b> Subject to the Buyer's accountant approving the financial statements on or before (date). This condition is for the sole benefit of the Buyer.
Lawyer/Accountant Approval	Approval by Buyer's professional advisors	Subject to the Buyer receiving, on or before (date), approval by the Buyer's legal, accounting and other professional advisors of the terms and conditions of this Contract. This condition is for the sole benefit of the Buyer.	Subject to (select either Seller's or Buyer's) lawyer approving the terms and conditions of the contract on or before (date) . This condition is for the sole benefit of the Seller/Buyer. <b>OR</b> Subject to the Buyer's accountant approving the financial statements on or before (date). This condition is for the sole benefit of the Buyer.
Lawyer/Accountant Approval	Approval by Seller's lawyer of deposit arrangements	Subject to the Seller's lawyer approving, on or before (date), the provisions set out in this Contract for holding the	Subject to the (select either Seller's or Buyer's) lawyer approving on or

		Deposit. This condition is for the sole benefit of the Seller.	before <i>(date)</i> the arrangements for holding the deposit money in this transaction. This condition is for the sole benefit of the <i>(select either Seller or Buyer)</i> .
Lawyer/Accountant Approval	Approval by Buyer’s lawyer of deposit arrangements	Subject to the Buyer’s lawyer approving, on or before <i>(date)</i> , the provisions set out in this Contract for holding the Deposit. This condition is for the sole benefit of the Buyer.	Subject to the <i>(select either Seller’s or Buyer’s)</i> lawyer approving on or before <i>(date)</i> the arrangements for holding the deposit money in this transaction. This condition is for the sole benefit of the <i>(select either Seller or Buyer)</i> .
Lawyer/Accountant Approval	Seller - legal advice regarding Deposit	The Seller acknowledges that the Seller has been advised to obtain legal advice before signing this Contract, regarding the provisions in this Contract for holding the Deposit.	<i>(name of Seller or Buyer)</i> hereby acknowledges that <i>(name of licensee)</i> has advised them to obtain independent legal advice before signing or accepting this contract with respect to the arrangements for holding the deposit money in this transaction.
Lawyer/Accountant Approval	Buyer - legal advice regarding Deposit	The Buyer acknowledges that the Buyer has been advised to obtain legal advice before signing this Contract, regarding the provisions in this Contract for holding the Deposit.	<i>(name of Seller or Buyer)</i> hereby acknowledges that <i>(name of licensee)</i> has advised them to obtain independent legal advice before signing or accepting this contract with respect to the arrangements for holding the deposit money in this transaction.
Lawyer/Accountant Approval	Approval by Seller’s lawyer regarding Seller financing	Subject to the Seller’s lawyer approving, on or before <i>(date)</i> , the financing terms and conditions for the Seller’s provision of financing to the Buyer. This condition is for the sole benefit of the Seller.	Subject to the Seller’s lawyer approving the financing terms and conditions on or before <i>(date)</i> . This condition is for the sole benefit of the Seller.

Lawyer/Accountant Approval	Approval by Buyer’s lawyer regarding Seller financing.	Subject to the Buyer’s lawyer approving, on or before (date), the financing terms and conditions for the Seller’s provision of financing to the Buyer. This condition is for the sole benefit of the Buyer.	Subject to the Seller’s lawyer approving the financing terms and conditions on or before (date).
Lawyer/Accountant Approval	Legal advice - Seller	Subject to the Seller obtaining, on or before (date), legal advice satisfactory to the Seller concerning (define applicable legal issue, e.g., easement, builders’ lien, financing). This condition is for the sole benefit of the Seller.	Subject to (select either Seller’s or Buyer’s) lawyer approving the terms and conditions of the contract on or before (date) . This condition is for the sole benefit of the Seller/Buyer.
Lawyer/Accountant Approval	Legal advice - Buyer	Subject to the Buyer obtaining, on or before (date), legal advice satisfactory to the Buyer concerning (define applicable legal issue, e.g., easement, builders’ lien, financing) on or before (date). This condition is for the sole benefit of the Buyer.	Subject to (select either Seller’s or Buyer’s) lawyer approving the terms and conditions of the contract on or before (date) . This condition is for the sole benefit of the Seller/Buyer.
Leasehold	Confirmation of tenancy details	The Seller represents and warrants: <ul style="list-style-type: none"> <li>(a) the Property is subject to a tenancy agreement under the <i>Residential Tenancy Act</i>;</li> <li>(b) the monthly rent is (amount);</li> <li>(c) the monthly rent includes (any inclusions);</li> <li>(d) the monthly rent is due on the (number) day of each month;</li> </ul>	The Seller warrants that (tenant’s name) is a (type of tenancy); the monthly rent is \$ (amount) including (utilities included); payable on (day of the month rent is due) a security deposit of \$(amount) was taken on (date) and the last rental increase was (date).



		<p>(e) the last rental increase was (date);</p> <p>(f) a security deposit of (amount) was paid by the tenant on (date); and</p> <p>(g) a pet damage deposit of (amount) was paid by the tenant on (date).</p>	
Leasehold	Notice to end tenancy	If the Seller has received from the Buyer a request to give a notice to end tenancy in accordance with section 49 of the <i>Residential Tenancy Act</i> , the Seller will promptly give a notice to end the tenancy in accordance with the provisions of the <i>Residential Tenancy Act</i> to any tenants of the Property.	The Seller will give legal notice to the Tenant to vacate the premises, but only if the Seller receives the appropriate written request from the Buyer to give such notice in accordance with the requirements of section 49 of the <i>Residential Tenancy Act</i> .
Leasehold	Unauthorized accommodation	The Buyer acknowledges that the Property contains unauthorized accommodation and understands the potential consequences including loss of income if the Buyer is required to discontinue any rental of that unauthorized accommodation.	The Buyer is aware that the property contains unauthorized accommodation and has been informed of the consequences of such ownership and the potential loss of income should the rental use be discontinued.
Leasehold	Sale of leasehold interest	(a) The Seller will assign to the Buyer all of the Seller's rights, title and interest and the Buyer will assume all payments, obligations and covenants in the lease dated	Seller will deliver leasehold interest free and clear of all financial encumbrances. Seller will assign the Buyer all rights, title and interest and the Buyer will assume all payments, obligations and covenants in the lease. Seller

		<p>(date) (the “Lease”) as that Lease may have been assigned from time to time. The Lease will be free and clear of all financial encumbrances.</p> <p>(b) Subject to the Buyer receiving, reviewing and being satisfied with, on or before (date), the head lease dated (date) and the Lease and any schedules or details of rules and regulations.</p> <p>This condition is for the sole benefit of the Buyer.</p> <p>(c) Subject to the Buyer receiving, on or before (date), consent to the assignment of the Lease.</p> <p>The Seller will provide reasonable assistance, at the expense of the Buyer, in obtaining consent to the assignment of the Lease.</p> <p>This condition is for the sole benefit of the Buyer.</p>	<p>will provide reasonable assistance, at the expense of the Buyer, in obtaining consent to the assignment of the lease before the Completion Date. If the consent to the assignment cannot be obtained, this agreement will be null and void. It is understood that the lease has a term ending (date).</p> <p>Subject to the Buyer receiving and reviewing the head lease and any schedules of rules and regulations to the Buyer’s satisfaction and approval on or before (date).</p> <p>This subject clause is for the sole benefit of the Buyer.</p> <p>A copy of the head lease with each page initialed by the Buyer as having been read and approved will be required by the Seller.</p>
Leasehold	Seller remaining in possession – very short term	The Buyer will permit the Seller to remain in possession until the Possession Date as	Subject to the Seller and Buyer entering into a tenancy agreement on or before (date) for the

		a “seller in possession.” The Buyer and the Seller agree that the extension of possession past the Completion Date to the Possession Date does not create a tenancy agreement under the <i>Residential Tenancy Act</i> .	Seller to occupy the premises as a tenant until (date).  This condition is for the benefit of the Buyer and the Seller.
Leasehold	Seller remaining in possession – longer term	Subject to the Seller and the Buyer entering into an agreement on or before (date) for the Seller to remain in possession until the Possession Date as a “seller in possession”. The Buyer and the Seller agree that the extension of possession past the Completion Date to the Possession Date does not create a tenancy agreement under the <i>Residential Tenancy Act</i> .  This condition is for the benefit of the Seller and the Buyer.	Subject to the Seller and Buyer entering into a tenancy agreement on or before (date) for the Seller to occupy the premises as a tenant until (date).  This condition is for the benefit of the Buyer and the Seller.
Leasehold	Approval of tenancy agreement	Subject to the Buyer receiving and being satisfied with, on or before (date), the tenancy agreement for the Property.  This condition is for the sole benefit of the Buyer	*New
Miscellaneous	Appliance Warranty	The Seller represents and warrants that the appliances included in the purchase of the Property will be in proper working order as of the Possession Date.	The Seller warrants that the appliances included in the purchase of this property will be in proper working order as of the Possession Date.

Miscellaneous	Confidentiality of Terms	The Seller and the Buyer agree that the terms and conditions set out in this Contract will not be disclosed to any other person, other than professional advisors and lenders, without the prior written consent of the Seller and the Buyer.	The Buyer and Seller agree that the terms and conditions of any offer or counter-offer with respect to the property located at <i>(address)</i> shall not be disclosed to any other potential Buyer of the property without the prior written consent of the Buyer and Seller.
Miscellaneous	Friend/Relative approval - Seller	Subject to the approval of the sale of the Property by (name) on or before (date). This condition is for the sole benefit of the Seller.	Subject to approval of the <i>(select either purchase or sale)</i> by (name) on or before (date) . This condition is for the sole benefit of the Buyer/Seller.
Miscellaneous	Friend/Relative approval - Buyer	Subject to the approval of the purchase of the Property by (name) on or before (date). This condition is for the sole benefit of the Buyer.	Subject to approval of the <i>(select either purchase or sale)</i> by (name) on or before (date) . This condition is for the sole benefit of the Buyer/Seller.
Miscellaneous	Seller-Buyer Trade – unconditional contract	Subject to the Seller entering into an unconditional contract of purchase and sale with the Buyer for the Seller’s purchase of the Buyer’s property described as (insert civic and legal description) on or before (date). The condition is for this benefit of the Seller and the Buyer.	Subject to the Seller entering into an unconditional Contract of Purchase and Sale with the Buyer for the purchase of the Buyer’s property described as <i>(describe property)</i> on or before (date) . This condition is for the benefit of both the Buyer and the Seller.
Miscellaneous	Seller-Buyer Trade – conditional contract	Subject to the Seller entering into a contract of purchase and sale with the Buyer for the Seller’s purchase of the	*New

		Buyer’s property described as (insert civic and legal description) and that contract becoming unconditional on or before (date). This condition is for the benefit of the Seller and the Buyer.	
New Construction	Builders Lien Holdback	<p>In recognition of the Buyer’s potential liability under section 35 of the <i>Builders Lien Act</i>, the Buyer’s Conveyancer will hold back from the sale proceeds an amount equal to 10% of the purchase price of the improvements (the “Holdback”):</p> <ol style="list-style-type: none"> <li>1) for 55 days after the date of issuance of the certificate of completion; or</li> <li>2) where there is no certificate of completion, for 55 days after the later of: <ol style="list-style-type: none"> <li>a. the date the head contract is completed, abandoned, or terminated; or</li> <li>b. the date the occupancy permit is issued</li> </ol> </li> </ol> <p>(the “Holdback Period”).</p> <p>The Buyer and the Seller agree that the purchase price of the improvements for the purposes of section 35 of the <i>Builders Lien Act</i> is \$(amount). On the expiry of</p>	<p>The Buyer will holdback from the sale proceeds, as a builders lien holdback under the <i>Builders Lien Act</i>, an amount equal to 10% of the value of the improvements for (number of days) days after the date of issuance of the certificate of completion or, where there is no certificate, for (number of days) days after the later of the date the head contract is completed, abandoned or terminated or the occupancy permit is issued. The Buyer’s lawyer or notary will place the holdback in an interest-bearing trust account with interest accruing to the benefit of the Seller. The parties agree the improvements are valued at \$(amount).</p>

		<p>the Holdback Period, the Buyer’s Conveyancer will release the Holdback to the Seller; however, if any liens under the <i>Builders Lien Act</i> have been filed against title to the Property with respect to the improvements, then the Buyer’s Conveyancer may:</p> <ol style="list-style-type: none"> <li>1) continue to retain a portion of the Holdback equal to the amount of those lien(s) until receiving satisfactory evidence from the Seller that the liens have been discharged from the title to the Property; or</li> <li>2) pay that portion of the Holdback into court under section 23 of the <i>Builders Lien Act</i>.</li> </ol> <p><b>Optional</b> The Buyer’s Conveyancer will place the Holdback in an interest-bearing trust account with interest accruing to the Seller.</p>	
New Construction	Walk through deficiency inspection	The Buyer and a representative of the Seller will jointly conduct a walk-through inspection of the Property no later than (number of days) days before the Completion Date.	The Buyer and an authorized representative of the Seller will jointly conduct a walk-through inspection of the property no later than (number of days) days before the Completion Date.

		<p>Upon completion of that inspection, the Buyer and the Seller will complete a mutually agreed deficiency list ("Deficiency List") detailing all items that are to be remedied by the Seller (each, a "Deficiency") and a value for each Deficiency to be remedied. The Buyer and the Seller will sign and date the Deficiency List which will then form part of this Contract.</p> <p>The quality of work and materials used by the Seller to correct the Deficiencies will be equal to or better than that of the surrounding construction.</p> <p>The Seller will use all commercially reasonable efforts to remedy the Deficiencies before the Completion Date and will provide the Buyer with written confirmation that all Deficiencies have been remedied.</p> <p>If, despite exercising commercially reasonable efforts, the Seller has not remedied or will not be able to remedy the Deficiencies (number of days) days prior to the Completion Date, the Seller or the Seller's Conveyancer will immediately notify the Buyer and the Buyer's Conveyancer of this fact. The Buyer's Conveyancer will then hold back</p>	<p>The Parties will, immediately after completion of the walk-through inspection, complete a deficiency list of mutually agreed upon items that are to be remedied by the Seller (the "Deficiency List"). The Deficiency List, which will form part of the contract will identify the deficiencies and include a mutually agreed upon value for each of the deficiencies to be remedied. Both parties will sign, date and retain a copy of the Deficiency List. The quality of work and materials used to correct the deficiencies will be equal to or better than that of the surrounding construction.</p> <p>In the event that the deficiencies are not rectified (number of days) days prior to the Completion Date, the Buyer's conveyancer will hold back from the sale proceeds the amount specified for any uncorrected deficiency until all the deficiencies specified on the Deficiency List are completed, and will place this holdback in the Buyer's conveyancer's trust account.</p> <p>The Seller agrees that if the conveyance of the Property has completed and any of the specified deficiencies have not been corrected, the Buyer's conveyancer will retain the specified holdback until the Seller corrects the deficiencies, which shall not be later than (number of days) days after the Completion Date. The Seller agrees that if the deficiencies have not been corrected by the later date, the</p>
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		<p>from the sale proceeds in its trust account an amount equal to the total value of the unremedied Deficiencies (the “Deficiencies Holdback”).</p> <p>If there are unremedied Deficiencies as of the Completion Date, and the required notice, as provided for above, has been given to the Buyer and the Buyer’s Conveyancer, the Seller will nevertheless remedy all unremedied Deficiencies by (number of days) days after the Completion Date (the “Deficiency Remedy Date”). After the Completion Date, upon the Seller’s written request, the Buyer will provide the Seller with reasonable access to the Property to enable the Seller to remedy the Deficiencies.</p> <p>If all of the Deficiencies are remedied by the Seller on or before the Deficiency Remedy Date, the Buyer will instruct the Buyer’s Conveyancer to immediately release to the Seller the Deficiencies Holdback.</p> <p>If all of the Deficiencies are not remedied by the Deficiency Remedy Date, the Buyer will instruct the Buyer’s Conveyancer to only release from the Deficiencies Holdback the total value of</p>	<p>Buyer's conveyancer may release the balance of holdback to the Buyer and the Buyer may correct the deficiencies himself /herself.</p> <p>Any dispute concerning the identification and pricing of deficiencies, the rectification of the deficiencies, and release of the holdback will be settled by [or the following alternative language: "arbitration under the <i>British Columbia Commercial Arbitration Act</i>" at the expense of (the Buyer, the Seller, or both)]</p>
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		<p>the Deficiencies that have been remedied. In this case, the Buyer may either:</p> <ol style="list-style-type: none"> <li>1) agree to extend the Deficiency Remedy Date; or</li> <li>2) instruct the Buyer’s Conveyancer to release the balance of the Deficiencies Holdback to the Buyer for the purposes of correcting the unremedied Deficiencies without the involvement of the Seller and without limiting any other rights or remedies that the Buyer may have against the Seller.</li> </ol> <p>Any dispute concerning the items and values in the Deficiency List, the remedy of the Deficiencies, and the release of funds from the Deficiency Holdback will be settled by a single arbitrator under the <i>Arbitration Act</i>, with the costs of arbitration being shared equally by the parties.</p>	
New Construction	Licensed builder and warranty insurance coverage	<p>The Seller represents and warrants that:</p> <ol style="list-style-type: none"> <li>(c) the Seller is a licensed residential builder under the <i>Homeowner Protection Act</i> (“HPA”); and</li> <li>(d) the Property is covered by at least the minimum</li> </ol>	<p>Subject to the Buyer confirming on or before (date) that the Seller is duly licensed pursuant to the Homeowner Protection Act and that the mandatory warranty insurance pursuant to that Act is in place. This condition is for the sole benefit of the Buyer.</p>

		<p>mandatory third-party home warranty insurance required by the HPA.</p> <p>At the Buyer’s request, the Seller will promptly provide to the Buyer the New Home Registration Form for the Property.</p>	<p><b>OR</b></p> <p>The Seller represents and warrants that the Seller is duly licensed pursuant to the Homeowner Protection Act and that the mandatory warranty insurance pursuant to that Act is in place.</p> <p>The Seller will provide to the Buyer on or before (date) all details of the warranty insurance coverage pursuant to the Homeowner Protection Act.</p>
New Construction	Receipt of owner builder disclosure notice	The Buyer acknowledges having received before signing this Contract a copy of the Owner Builder Disclosure Notice dated (date) for the Property in accordance with the <i>Homeowner Protection Act</i> and its regulations.	The Buyer acknowledges having received a copy of the Owner-Builder Disclosure Notice dated (date) , prior to making this offer, in accordance with the Homeowner Protection Act and regulations.
Occupancy Permit	Occupancy Permit	Before the Completion Date, the Seller will provide to the Buyer an unconditional municipal or regional district occupancy permit or legal equivalent evidencing a final inspection by the local authorities (“Permit”). If the Seller does not provide the Permit to the Buyer before the Completion Date, the Buyer may terminate this Contract on written notice to the Seller or the Seller’s agent, and the Deposit will be returnable in accordance with the <i>Real Estate Services Act</i>	It is a fundamental term of this contract that the Seller must have finished all work, and delivered to the Buyer on or before the Completion Date, an unconditional Municipal/City/Regional District Occupancy Certificate or other evidence satisfactory to the Buyer that construction is finished.
Sewage	Sewerage System Approval uncertain	The Buyer acknowledges and accepts that the Property may not be approved	The Buyer acknowledges and accepts that the property may not receive approval for an

		for an onsite sewerage system and that no representations or warranties to the contrary have been made to the Buyer by the Seller or the Seller’s agent.	onsite sewage system and that no representations to the contrary have been made by either the Seller or his or her agent.
Sewage	Assessing Property for onsite sewerage system	Subject to the Buyer, at the Buyer’s expense, obtaining an assessment of the Property by an authorized person (as defined in the <i>Sewerage System Regulation</i> ) to determine the feasibility and costs of installing an onsite sewerage system on the Property and the Buyer being satisfied, on or before (date), with the results of that assessment. This condition is for the sole benefit of the Buyer.	Subject to the Buyer, at the Buyer’s expense, having the property assessed (“Assessment”) by an appropriate authorized person (as defined in the British Columbia Sewerage System Regulation), to determine the feasibility of installing an onsite wastewater treatment system on the property (“System”), along with the cost associated with the installation of the System, and the Buyer being satisfied with the Assessment on or before (date). This condition is for the sole benefit of the Buyer.
Sewage	Seller onsite sewerage system representation and warranty	The Seller represents and warrants to the Buyer that the onsite sewerage system (“System”) on the Property was installed, inspected and approved by an authorized person (as defined in the <i>Sewerage System Regulation</i> ) and a permit or letter of certification respecting the System is on file with the relevant health authority.	The Seller represents and warrants that: <ol style="list-style-type: none"> <li>1. the wastewater treatment system on the property (“System”) was installed, inspected and approved by an authorized person as defined in the British Columbia Sewerage System Regulation; and</li> <li>2. a permit/letter of certification respecting the System is on file with the local health authority.</li> </ol>

Sewage	Buyer Sewerage System inspection	Subject to the Buyer, at the Buyer’s expense, obtaining and being satisfied, on or before (date), with a report from an authorized person (as defined in the <i>Sewerage System Regulation</i> (“Regulation”)) respecting the operational function and condition of the components of the onsite sewerage system (“System”) on the Property and compliance of the System with the Regulation. This condition is for the sole benefit of the Buyer.	Subject to the Buyer, at the Buyer’s expense, receiving, reviewing and being satisfied with a report from an appropriate authorized person (as defined in the British Columbia Sewerage System Regulation (“Regulation”)) concerning the operational function and condition of the components of the wastewater treatment system on the property (“System”), and compliance of the System with the Regulation on or before (date) . This condition is for the sole benefit of the Buyer.
Sewer	Buyer acknowledgement Onsite Sewerage System does not meet standards	The Buyer acknowledges and accepts that the onsite sewerage system (“System”) on the Property does not meet the standards set out in the <i>Sewerage System Regulation</i> and that a permit or letter of certification respecting the System is not on file with the relevant local health authority. The Buyer acknowledges and agrees that neither the Seller nor the Seller’s agent has made any representation or warranty, or has given any express or implied warranties or conditions, statutory or otherwise, respecting the System. The Buyer accepts	The Buyer acknowledges and agrees that the onsite wastewater treatment system (“System”) does not meet the approved standards as required and defined in the British Columbia Sewerage System Regulation, and/or that a permit and/or letter of certification respecting the System is not on file with the local health authority. The Buyer acknowledges and agrees that the Seller has not made any representations nor given any express or implied warranties with respect to the System. The Buyer accepts the System, in its present condition, “as is, where is.”

		the System, in its present condition, on an “as is, where is” basis.	
Strata	Buyer approving Property Disclosure Statement	<p>Subject to the Buyer obtaining and being satisfied, on or before (date), with a Property Disclosure Statement with respect to the Property.</p> <p>This condition is for the sole benefit of the Buyer.</p> <p>If this condition is satisfied or waived, the Property Disclosure Statement will be incorporated into and form part of this Contract.</p>	<p>Subject to the Buyer on or before (date) obtaining and approving a Property Disclosure Statement — Strata Title Properties, with respect to information that reasonably may adversely affect the use or value of the strata lot, including any bylaw, item of repair or maintenance, special levy, judgment or other liability, whether actual or potential.</p> <p>This condition is for the sole benefit of the Buyer.</p> <p>If approved such statement will be incorporated into and form part of this contract.</p>
Strata	Growth or manufacture of illegal substances - strata	The Buyer acknowledges that the strata lot or limited common property associated with the strata lot may have been used to grow cannabis (other than as permitted by law) or for the growth or manufacture of illegal substances, and acknowledges that the Seller makes no representations or warranties with respect to the state of repair of the strata lot or the limited common property associated with the strata lot. The Buyer accepts the strata lot and limited	The Buyer acknowledges that the strata lot or limited common property associated with the strata lot has been used for the illegal growth of any substances, or growth or manufacture of illegal substances, and acknowledges that the Seller makes no representations and/or warranties with respect to the state of repair of the strata lot or the limited common property associated with the strata lot. The Buyer accepts the strata lot in its present state, and in an “as is” condition.

		common property in their present state, and in an “as is” condition.	
Strata	Nature of parking stalls/storage lockers to be verified	<p>Subject to the Buyer receiving and being satisfied with, on or before (date), a lease or licence between _____, as landlord or licensor, and _____, as tenant or licensee, confirming that the Seller is entitled to the exclusive use of parking stall(s) (number) and storage locker(s) (number) and that the lease or licence may be assigned to the Buyer.</p> <p>This condition is for the sole benefit of the Buyer.</p>	<p>Subject to the Buyer verifying on or before (date) that the parking stall(s)/storage locker associated with the strata lot, which are # _____ is (are) designated under a lease between _____, as landlord, and _____, as tenant, or under a licence agreement between _____, as licensor [the person who gives the licence] and _____, as licensee [the person who takes the benefit of the licence], etc.).</p> <p>This condition is for the sole benefit of the Buyer.</p>
Strata	Seller representation – no growth or manufacture of illegal substances - strata	<p>The Seller represents and warrants that, during the time the Seller has owned the strata lot, neither the strata lot nor any limited common property associated with the strata lot has been used to grow cannabis (other than as permitted by law) or for the growth or manufacture of illegal substances.</p>	<p>The Seller represents and warrants that, during the time the Seller has owned the property, the property and the buildings and structures thereon have not been used for the illegal growth of any substances or growth or manufacture of any illegal substances. This warranty shall survive and not merge on the completion of this transaction. Further, the Seller represents that, to the best of the Seller’s knowledge and belief, the property and the buildings and structures thereon have never been used for the illegal growth of any substance, or growth or manufacture of illegal substances.</p>

Strata	Notification of changes in bylaws or rules	<p>The Seller will promptly provide to the Buyer a copy of any notice of a resolution to amend the bylaws of the strata corporation for the Property, or an applicable section, after the date of this Contract.</p> <p>The Seller will promptly provide to the Buyer any information received by the Seller regarding any amendment to the rules of the strata corporation for the Property, or applicable section, proposed or implemented after the date of this Contract.</p>	<p>The Seller will notify the Buyer before the completion date of any notice of a resolution to amend the bylaws or rules of the strata corporation, or the bylaws or rules of a section to which the strata lot belongs, or any amendment to such bylaws or rules, that the Seller has not previously disclosed to the Buyer. The Seller will promptly deliver a copy of the relevant resolution or notice of resolution to the Buyer.</p>
Strata	Non-compliant strata	<p>The Buyer acknowledges that the strata corporation for the Property may not be operating in compliance with the <i>Strata Property Act</i>. Among other things, there may be no strata council, no strata meetings, no budget, no strata fees being collected, and no operating or contingency reserve funds or financial records.</p> <p>The Buyer acknowledges that the Buyer has been advised to obtain legal advice regarding the non-compliance of the strata corporation before signing this Contract.</p>	<p>The Buyer acknowledges that this strata corporation has not been run in compliance with the Strata Property Act and, in particular, there is no active strata council, there have been no strata meetings, there is no budget, no strata fees have been collected, and there is no operating or contingency reserve fund or financial records.</p>

Strata	Property Disclosure Statement forms part of contract	The attached Property Disclosure Statement dated (date) is incorporated into and forms part of this Contract.	The attached Property Disclosure Statement — Strata Title Properties dated (date) is incorporated into and forms part of this contract.
Strata	Receipt of strata documentation	<p>The Buyer acknowledges having received and is satisfied with:</p> <ul style="list-style-type: none"> <li>(a) A Form B Information Certificate from the strata corporation, or applicable section, dated (date), which includes the strata corporation’s rules, current budget, the owner developer’s Rental Disclosure Statement (if any), the most recent depreciation report (if any), and all other attachments referred to in the Form B, as may be applicable.</li> <li>(b) A copy of the registered strata plan, any amendments to the strata plan, and any resolutions dealing with changes to common property.</li> <li>(c) The current bylaws and financial statements of the strata corporation, and any section to which the Property belongs.</li> </ul>	<p>The Buyer acknowledges having received and being satisfied with:</p> <p>A Form “B” Information Certificate from the strata corporation dated (date), attaching the strata corporation’s rules, current budget, the developer’s Rental Disclosure Statement (if any), and the most recent depreciation report obtained by the strata corporation (if any). If relevant, a Form “B” Information Certificate from the section dated (date), attaching the section’s rules, current budget, the developer’s Rental Disclosure Statement (if any), and the most recent depreciation report obtained by the strata corporation (if any). A copy of the registered strata plan, any amendments to the strata plan, and any resolutions dealing with changes to common property.</p> <p>The current bylaws and financial statements of the strata corporation, and any section to which the strata lot belongs.</p> <p>The minutes of any meetings held between the period from (date) to (date) by the strata council, and by the members in annual or special general meetings, and by the members or the executive of any section to which the strata lot belongs.</p>



		<p>(d) The minutes of any meetings held in the past two years which includes strata council meetings, annual or special general meetings, and meetings of the executive of any section to which the Property belongs.</p> <p>(e) The current insurance cover note or other evidence of insurance issued by the insurer explaining the strata corporation’s insurance coverage, coverage limits, expiration date(s), and deductibles.</p> <p>Add all other documentation actually received.</p>	<p>The current insurance cover note explaining the strata corporation’s insurance coverage and deductibles.</p> <p>(*) (*) (*) Add all other documentation actually received.</p>
Strata	Assignment of proceeds from Buyer to Seller	<p>Subject to the Buyer and Seller, on or before (date), entering into an assignment from the Buyer to the Seller for nominal consideration of all the Buyer’s right, title and interest in any funds paid by the strata corporation to the Buyer as a result of (enter the reason for the payment such as the return of money assessed by a special levy, including relevant dates.)</p> <p>This condition is for the benefit of the Seller and the Buyer.</p>	<p>Subject to the Buyer and Seller entering into a written contract prepared by the Seller’s lawyer on or before (date) that provides for the assignment from the Buyer to the Seller for nominal consideration of all the Buyer’s right, title and interest in any funds payable by the strata corporation to the Buyer as a result of (Enter the reason for the payment such as the return of money assessed by a special levy between _____ certain dates).</p> <p>This condition is for the sole benefit of the Seller. (Buyer)</p>

Strata	Buyer credit for special levy	If a special levy is approved by the strata corporation, or applicable section, after this Contract is entered into but before the Completion Date, the Seller will, on the Completion Date, credit the Buyer with the entire portion of the special levy that the Buyer is obligated to pay under the <i>Strata Property Act</i> .	If a special levy is approved before the completion date, the Seller shall credit the Buyer with the entire portion of the special levy that the Buyer is obligated to pay under the Strata Property Act and the Seller hereby directs the Buyer’s lawyer or notary public to hold back such credit from the sale proceeds and to remit it to the strata corporation.
Strata	Buyer credit for special levy – negotiate portion	If a special levy is approved by the strata corporation, or applicable section, after this Contract is entered into but before the Completion Date, the Seller will, on the Completion Date, credit the Buyer with _____% of the portion of the special levy that the Buyer is obligated to pay under the <i>Strata Property Act</i> .	If a special levy is approved before the completion date, the Seller shall credit the Buyer with ___% of the portion of the special levy that the Buyer is obligated to pay under the Strata Property Act and the Seller hereby directs the Buyer’s lawyer or notary public to hold back such credit from the sale proceeds and to remit it to the strata corporation.
Strata	Holdback for proposed levies	The Buyer and the Seller hereby irrevocably direct the Buyer’s Conveyancer to hold back a portion of the Purchase Price in the amount of \$____, (the “Holdback”) until (date) (the “End Date”). The Buyer’s Conveyancer will pay to the strata corporation, or applicable section, out of the Holdback any special levies (or similar levies charged by the strata corporation or applicable section) (“Levies”) that are levied and payable after the Completion	A portion of the purchase price in the amount of \$____, (the “Holdback”) will be held by the lawyer or notary public acting for the Buyer in an interest bearing account until ____, 20__ (the “End Date”). The lawyer or notary public acting for the Buyer will pay to the strata corporation out of the Holdback and accrued interest any special levies (or similar levies charged by the strata corporation) that are levied and due and payable before the End Date. On the first business day after the End

		<p>Date and before the End Date. On the End Date the Buyer’s Conveyancer will pay any remaining balance of the Holdback to the Seller if the Levies are payable in full before the End Date. On the End Date the Buyer’s Conveyancer will pay any remaining balance of the Holdback as follows:</p> <ul style="list-style-type: none"> <li>(a) to the Buyer, that portion of the remaining balance of the Holdback required to pay any portion of the Levies payable after the End Date; and</li> <li>(b) to the Seller, that portion of the remaining balance of the Holdback required to pay any portion of the Levies payable after the End Date; and</li> <li>(c) to the Seller, that portion of the remaining balance of the Holdback, if any, in excess of the amount required to pay any portion of the Levies payable after the End Date.</li> </ul>	<p>Date the lawyer or notary public acting for the Buyer will pay any remaining balance of the Holdback plus accrued interest to the Seller.</p>
Strata	Strata documentation to be provided	<p>Subject to the Buyer, receiving and being satisfied with, on or before (date), the following documents:</p> <ul style="list-style-type: none"> <li>(a) A Form B Information Certificate from the strata corporation, or</li> </ul>	<p>Subject to the Buyer, on or before (date) receiving and approving the following documents with respect to information that reasonably may adversely affect the use or value of the strata lot, including any bylaw,</p>

		<p>applicable section, which includes the strata corporation’s rules, current budget, the developer’s Rental Disclosure Statement (if any), the most recent depreciation report (if any), and all other attachments referred to in the Form B, as may be applicable;</p> <p>(b) A copy of the registered strata plan, any amendments to the strata plan, and any resolutions dealing with changes to common property;</p> <p>(c) The current bylaws and financial statements of the strata corporation, and any section to which the strata corporation lot belongs;</p> <p>(d) The minutes of any meetings held in the past two years which includes strata council meetings, annual or special general meetings, and meetings of the executive of any section to which the Property belongs; and</p> <p>(e) The current insurance cover note or other evidence of insurance</p>	<p>item of repair or maintenance, special levy, judgement or other liability, whether actual or potential:</p> <ul style="list-style-type: none"> <li>• A Form “B” Information Certification from the strata corporation, attaching the strata corporation’s rules, current budget, the developer’s Rental Disclosure Statement (if any), and the most recent depreciation report obtained by the strata corporation (if any);</li> <li>• If relevant, a Form “B” Information Certificate from the section, attaching the section’s rules, current budget, the developer’s Rental Disclosure Statement (if any), and the most recent depreciation report obtained by the strata corporation (if any);</li> <li>• a copy of the registered strata plan, any amendments to the strata plan, and any resolutions dealing with changes to common property;</li> <li>• the current bylaws and financial statements of the strata corporation, and any section to which the strata corporation lot belongs;</li> </ul>
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		<p>issued by the insurer explaining the strata corporation’s insurance coverage, coverage limits, expiration date(s), and deductibles.</p> <p>(f) [Include any other information, document, record or report the Buyer needs before being committed to buy. This may include any item of repair or maintenance, special levy, pending bylaw or rule changes, judgment or liability.]</p> <p>Immediately upon acceptance of the offer or counter-offer, the Seller hereby authorizes the (Seller’s/Buyer’s) agent, to request, at the (Seller’s/Buyer’s) expense, complete copies of the documents listed above from the strata corporation, or applicable section, or other source and to immediately, upon receipt, deliver the documents to the Buyer (or the Buyer’s agent). This condition is for the sole benefit of the Buyer.</p>	<ul style="list-style-type: none"> <li>the minutes of any meeting held between the period from (date) to (date) by the strata council, and by the members in annual or special general meetings, and by the members or the executive of any section to which the strata lot belongs; and</li> <li>the current insurance cover note explaining the strata corporation’s insurance coverage and deductibles.</li> <li>[include any other information, document, record or report the Buyer needs before being committed to buy.]</li> </ul> <p>Immediately upon acceptance of the offer or counter-offer, the Seller will authorize the (Seller’s/Buyer’s) agent, to request, at the (Seller’s/Buyer’s) expense, complete copies of the documents listed above from the strata corporation or other source and to immediately, upon receipt, deliver the documents to the Buyer (or the Buyer’s agent). This condition is for the sole benefit of the Buyer.</p>
Strata	Strata Plan not registered when contract signed	A strata plan for the Property, substantially and materially in the form provided to the Buyer before signing this	It is a fundamental term of this contract that a strata plan for the property, in the form

		Contract and attached as an addendum, must be fully and finally registered by the Seller in the Land Title Office on or before the Completion Date. If the Seller breaches this clause the Buyer may, at the Buyer’s option, terminate this Contract, and the Deposit will be returnable in accordance with the <i>Real Estate Services Act</i> .	provided to the Buyers at the time of signing this contract and attached as addendum, is fully registered in the appropriate Land Title Office on or before the Completion Date.
Subject to Selling/Buying	Confirmation of sale of Buyer’s property	Subject to the contract for the sale of the Buyer’s property at (address) becoming unconditional on or before (date). This condition is for the sole benefit of the Buyer.	Subject to the sale of the Buyer’s property at (address) becoming unconditional on or before (date). This condition is for the sole benefit of the buyer.
Subject to Selling/Buying	Sale of Buyer’s property	Subject to the Buyer entering into a contract to sell the Buyer’s property at (address) and that contract becoming unconditional on or before (date). This condition is for the sole benefit of the Buyer.	Subject to the Buyer entering into an unconditional agreement to sell the Buyer’s property at (address) on or before (date) . This condition is for the sole benefit of the Buyer.
Subject to Selling/Buying	Seller invoking time clause	The Seller may (select either “at any time” or “upon receipt of another acceptable offer for the Property”) deliver written notice to the Buyer or to (name of Buyer’s agent and brokerage) requiring the Buyer to waive or satisfy all conditions in this Contract within (number) hours of the delivery of the written notice, not to include Sundays	Subject to the Buyer entering into an unconditional agreement to sell the Buyer’s property at (address) on or before (date) . However, the Seller may, (select either “at any time” or “upon receipt of another acceptable offer”) deliver a written notice to the Buyer* or to (name of his or her representing real estate company) requiring the Buyer to remove all conditions from the

		and statutory holidays. If the Buyer fails to waive or satisfy all of the conditions before expiry of the notice period this Contract will terminate and the Deposit will be returnable in accordance with the <i>Real Estate Services Act</i> .	contract within (number) hours** of the delivery of the notice, not to include Sundays and Statutory Holidays. Should the Buyer fail to remove all the conditions before the expiry of the notice period, the contract will terminate. This condition is for the sole benefit of the Buyer.
Subject to Selling/Buying	Notice from Seller to Buyer	This document constitutes written notice from the Seller to the Buyer requiring the waiver or fulfillment of all conditions from this Contract within (number) hours, not including Sunday or statutory holidays, or this Contract will terminate and the Deposit will be returnable in accordance with the <i>Real Estate Services Act</i> .  Time will start running on delivery of this Notice to the Buyer or to (name of Buyer’s agent and brokerage) which will be at (time of delivery of notice) o’clock (select either a.m. or p.m.) on (date). Therefore, the (number of hours) hours will expire at (time) o’clock (select either a.m. or p.m.) on (date).	This document constitutes written notice from the Seller to the Buyer requiring the removal of (select either all conditions or the condition) from this contract within (number of hours) hours* not including Sunday or Statutory Holidays, or this contract will terminate at the end of the (number of hours)-hour period and the deposit will be returned to the Buyer. This Time Clause will start running on delivery of this Notice to the Buyer or to (his or her representing brokerage) which will be at (time of delivery of notice) o’clock (select either a.m. or p.m.) on (date). Therefore, the (number of hours) hours will expire at (time) o’clock (select either a.m. or p.m.) on (date).
Subject to Selling/Buying	Seller unconditional purchase	Subject to the contract dated (date) for the purchase by the Seller of another residence becoming unconditional on or before (date). This condition is for the sole benefit of the Seller.	Subject to the Seller entering into an unconditional agreement on or before (date) to purchase another residence. This condition is for the sole benefit of the Seller.

Subject to Selling/Buying	Seller conditional purchase	Subject to the Seller entering into a contract to purchase another residence and that contract becoming unconditional on or before (date). This condition is for the sole benefit of the Seller	*New
Title	Title subject to encumbrances shown on title	On the Completion Date, in addition to the encumbrances set out in section 9 of the Contract, title to the Property will be subject to the encumbrances and legal notations expressly indicated to remain on title as shown on the copy of the title search that is attached to this Contract.	The Buyer acknowledges and accepts that on Completion the Buyer will receive title containing, in addition to any encumbrance referred to in Clause 9 (TITLE) of this contract, any non-financial charge set out in the copy of the title search results that is attached to and forms part of this contract.
Title	Title subject to listed encumbrances	On the Completion Date, in addition to the encumbrances set out in section 9 of the Contract, title to the Property will be subject to: 1. [List other encumbrances and legal notations to remain on title]; 2. [...]; and 3. [...] set out in the copy of the title search that is attached to this Contract.	The Buyer acknowledges and accepts that on Completion the Buyer will receive title containing, in addition to any encumbrance referred to in Clause 9 (TITLE) of this contract: 1. Any non-financial charge, and 2. Any financial charge payable by a utility on its right-of-way restrictive covenant, easement or other interest set out in the copy of the title search results that is attached to and forms part of this contract.
Title	Buyer satisfaction with title	Subject to the Buyer being satisfied, on or before (date), with the title, encumbrances and legal notations affecting or benefitting the Property. This	Subject to the Buyer, on or before( <i>date</i> ) searching and approving title to the property against the presence of any charge or other feature, whether registered



		<p>condition is for the sole benefit of the Buyer.</p> <p>On the Completion Date, in addition to the encumbrances set out in section 9 of the Contract, title to the Property will be subject to the non-financial encumbrances and legal notations expressly indicated to remain on title as shown in the title search that is attached to this Contract.</p>	<p>or pending, that reasonably may affect the property's use or value. This condition is for the sole benefit of the Buyer.</p>
Water	Water potability	<p>Subject to the Buyer, at the Buyer's expense, receiving a water potability test report from a qualified professional for water used or consumed on the Property and being satisfied, on or before (date), with the results of that report. This condition is for the sole benefit of the Buyer.</p>	<p>Subject to the Buyer receiving and approving a water potability test report done by (<i>name of service</i>) on or before (<i>date</i>) . This condition is for the sole benefit of the Buyer.</p>
Water	Water quality and supply	<p>Subject to the Buyer, at the Buyer's expense, receiving a report from a qualified professional concerning the quantity and quality of the Property's water supply and being satisfied, on or before (date), with the results of that report. This condition is for the sole benefit of the Buyer.</p>	<p>Subject to the Buyer, at the Buyer's expense, receiving and being satisfied with a report from (<i>name of source of report</i>) concerning the quantity and quality of the water supply on or before (<i>date</i>) . This condition is for the sole benefit of the Buyer.</p>

Zoning	Change of zoning	<p>Subject to the Buyer, at the Buyer’s expense, obtaining final approval of a rezoning bylaw changing the zoning of the Property from (current zoning) to (desired zoning), on or before (date). This condition is for the sole benefit of the Buyer.</p> <p>The Seller will cooperate with the Buyer, at the Buyer’s expense, in connection with the rezoning of the Property, including by promptly providing any authorizations or consents that the Buyer may reasonably require to facilitate the rezoning.</p>	<p>Subject to the Buyer, at the Buyer’s expense, obtaining final approval of zoning change from (<i>current zoning</i>) to (<i>desired zoning</i>) on or before (<i>date</i>) . The Seller will co-operate with the Buyer in the zoning application process.</p> <p>This condition is for the sole benefit of the Buyer.</p>
Zoning	Confirmation of zoning	<p>Subject to the Buyer confirming that zoning for the Property is (indicate desired zoning), on or before (date). This condition is for the sole benefit of the Buyer.</p>	<p>Subject to the Buyer confirming on or before (date) that zoning for the Property is (indicate desired zoning) . This condition is for the sole benefit of the Buyer.</p>
Zoning	Satisfaction with permitted uses	<p>Subject to the Buyer being satisfied, on or before (date), with the uses permitted by the relevant zoning bylaw. This condition is for the sole benefit of the Buyer.</p>	<p>Subject to the Buyer receiving a copy of the relevant zoning bylaw for the property and approving the uses permitted by (date).</p> <p>This condition is for the sole benefit of the Buyer.</p>

Zoning	Review of zoning bylaw	The Buyer acknowledges having read a copy of the relevant zoning bylaw for the Property and the Buyer is aware of the uses permitted by that zoning bylaw.	Subject to the Buyer receiving a copy of the relevant zoning bylaw for the property and approving the uses permitted by (date). This condition is for the sole benefit of the Buyer.
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