

Condominium Clauses

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer.

This Offer is conditional upon the Buyer being able to arrange suitable financing at the Buyer's expense within ____ business days from acceptance of this Offer [Excluding Saturdays, Sundays and Statutory Holidays] that this condition is fulfilled otherwise this Offer shall become null and void and the deposit money shall be returned to the Buyer in full without interest or deduction. This condition is included for the benefit of the Buyer and may be waived at his sole option.

This Offer is conditional upon the inspection of the subject property by a home inspector at the Buyer's own expense, and the obtaining of a report satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule expense within ____ business days from acceptance of this Offer [Excluding Saturdays, Sundays and Statutory Holidays] that this condition is fulfilled, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to cooperate in providing access to the property for the purpose of this inspection. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

This Offer is conditional upon the Buyer's Solicitor reviewing the following Condominium Corporation's documentation: a Status Certificate, and attachments, and finding all of the foregoing satisfactory in the Buyer's Solicitor's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller not later than two (2) business days (excluding Saturdays, Sundays and Statutory Holidays) after receipt by the Buyer's Solicitor of the foregoing documentation, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to request and deliver to the Buyer's Solicitor, at the Seller's expense, the foregoing documentation within ____ days after acceptance of this Agreement. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

This Offer is conditional upon the approval of the terms hereof by the Buyer's Solicitor. Unless the Buyer gives notice in writing delivered to the Seller not later than 6:00 p.m. on _____ that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

This offer is conditional on the Buyer obtaining insurance for the property satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller not later than 6:00 p.m. on _____ that this condition is fulfilled, this offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to co-operate in providing access to the property, if necessary, for any inspection of the property required for the fulfillment of this condition. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

SELLER agrees to allow the Buyer 2 more visit(s) to the property for measuring purposes prior to closing on 24 hours' notice to the Listing Agent who will confirm the appointment.

The Seller represents and warrants that the chattels and fixtures as included in this Agreement of Purchase and Sale will be in good working order and free from all liens and encumbrances on completion. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction but apply only to the state of the property at completion of this transaction.

"The parties acknowledge that a Certificate of Appointment of Estate Trustee (the "Certificate") is required in order to close the subject transaction. In the event that the Certificate has not been received in time for the Seller to close by the scheduled closing date, the Seller shall have the right to extend the closing date for a period or periods not to exceed 90 days by notice in writing to the Buyer or the Buyer's solicitor not less than 10 days prior to the date scheduled for closing, as amended from time to time.