CONTRACT OF PURCHASE AND SALE

(British Columbia)

THIS OFFER to enter into a binding contract of purchase and sale is made this date October 01, 2002 ___________________by

____
(insert names of buyers)

(hereinafter call the "Purchaser") having an address of ______________________
____
(insert civic address)

____
(municipality) *(province)* *(postal code)* *(telephone number)*

The Purchaser, having inspected the real property described as
____

____
(municipality)

having a legal description of _____________________________________
(insert legal description)

____

(the"Property") on the_____day of____________, 20___hereby offers to purchase the Property from the owners thereof (hereinafter called the"Vendor") for the price and on the terms and subject to the conditions herein set forth, namely:

1. **PURCHASE PRICE:** The purchase price shall be ____________Dollars ($_____________) payable as follows:

a. Paid as a deposit by [ ] *(cash)* [ ] *(cheque)*

the sum of: $__________________________

b. Cash on completion $__________________________

c. Balance, if any, as indicated below in the amount of $_______________

TOTAL $__________________________

Balance, if any, as per paragraph c. above shall be paid as follows:

____

____

TITLE: The title shall be free and clear of all encumbrances except existing restrictions, exceptions and conditions reserved in favor of the Crown, registered restrictive covenants and rights of way in favor of utilities and public authorities, statutory building schemes, building, zoning and other municipal or government restrictions, the existing tenancies specified below, if any, and any other exceptions set out herein. If the Vendor has existing financial encumbrances to clear from the title, the Vendor may wait to pay and discharge such until immediately after receipt of the sales proceeds (provided such is sufficient). In such event, however, the Purchaser shall pay the sales proceeds to a lawyer or notary in trust, on undertakings to pay and discharge the financial encumbrances, and the balance if any, shall be paid to the Vendor.

3. **COMPLETION:** The sale shall be completed on or before the ____ day of ___________ , 20___ (the Completion Date) at the appropriate Land Title Office. Tender or payment of monies by the Purchaser to the Vendor shall be by certified cheque, bank draft or lawyer's or notary's trust cheque. All documents required to give effect to this contract shall be delivered on or before the Completion Date and shall be, where necessary, in a form acceptable for registration in the appropriate Land Title Office. Time is of the essence and unless the balance of the cash payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the Completion Date, the Vendor may, at the Vendor's option, terminate this contract and in such event the amount paid by the Purchaser will be absolutely forfeited to the Vendor on account of damages, without prejudice to the Vendor's other remedies. If the Purchaser is relying upon a new mortgage to finance the purchase of the Property, the Purchaser, while still required to pay the Purchase Price on the Completion Date, may wait to pay the net proceeds to such mortgage to the Purchaser's solicitor until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Purchaser has: a) made available for tender to the Vendor that portion of the Purchase Price due on completion less the net proceeds of the new mortgage, and b) fulfilled all of the new mortgagee's conditions for funding except lodging of the mortgage for registration, and c) made available to the Vendor a lawyer's or notary's undertaking to pay the balance due on completion upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds.

4. **ADJUSTMENTS:** The Purchaser will assume and pay all taxes, rates, local improvement assessments, fuel, utilities and other charges from and including the____day of _________ , 20___ (the "Adjustment Date") from which date all adjustments both incoming and outgoing of whatsoever nature will be made and the Vendor shall pay all such charges to such date. The balance of the Purchase Price due on Completion shall reflect such Adjustments.

5. **COSTS:** The Purchaser will bear all costs of the conveyance and, if applicable, the costs related to arranging a mortgage, and the Vendor will bear all costs of clearing the title.

6. **POSSESSION:** The Purchaser will have vacant possession of the Property at 12:00 noon on the ____day of ____________, 20______ (the "Possession Date") such possession to be a) vacant [ ] or b) subject to the following existing tenancies:

____

____

7. **RISK:** All the buildings on the Property and all other items included in the Purchase Price will be and remain at the risk of the Vendor until 12:01 a.m. on the Completion Date. After that time, the Property and all included items will be at the risk of the Purchaser. In the event that the building or other items included in the purchase and sale are destroyed or substantially damaged prior to Completion, the Purchaser shall elect prior

to the Completion Date by notice in writing either to terminate this agreement and have the deposit together with any accrued interest returned or to complete the purchase with the benefit of any insurance proceeds to be for the account of the Purchaser.

8. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto and all blinds, awnings, screen doors and windows, curtain rods, tracks and valences, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Purchaser at the date of inspection including

____

____

____

____

____

but excluding ____

____

____

____

The Property and all included items shall be in substantially the same condition at the Possession Date as when viewed by the Purchaser on the Inspection date.

9. **CONDITIONS:** In addition to all other conditions contained herein, the Purchaser is submitting this offer on the following express conditions, which conditions the Vendor by accepting this offer warrants and represents to be true, namely:

a). The Property has been used only as a residential property by the Vendor until the date of sale and is exempt from the payment of GST on sale;

b). The Vendor is not now nor will 60 days after Possession Date be a non-resident of Canada within the meaning of the Income Tax Act of Canada nor is the Vendor the agent or trustee for anyone with an interest in this property who is or will, 60 days from the Possession Date, be a non-resident of Canada within the meaning of the Income Tax Act of Canada.

c). The attached Property Condition Disclosure Statement dated the ______ day of _________, 20 ___ is true and correct and is incorporated into this contract and forms an integral part thereof.

d). The Property has [ ] has not [ ] been insulated with urea formaldehyde.

e). Other ____

____

____

f). Each condition contained in this agreement is for the sole benefit of the party indicated, where so indicated and unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this contract will thereupon be terminated and any deposit paid hereunder shall be immediately returned.

10. **GENERAL:**

a). There are no warranties, representations, guarantees, promises, or agreements other than those set out herein, all of which shall survive the completion of the sale.

b). Any reference to a party in this contract includes that party's heirs, executors, administrators, and assigns and the singular includes the plural and the feminine includes the masculine.

11. **TIME FOR ACCEPTANCE:** This offer (or counter-offer as the case may be) is open for acceptance until _______o'clock __m on the _______day of ___________20 ___ and upon acceptance thereof in writing with notification to the other party of such acceptance.

THIS CONTRACT SHALL BE A BINDING CONTRACT OF PURCHASE AND SALE ON THE TERMS AND CONDITIONS SET OUT HEREIN.

____

Purchaser *Print name* *Witness*

____

Purchaser *Print name* *Witness*

THE VENDOR HEREBY ACCEPTS THE ABOVE OFFER THIS ________DAY OF _________, 20___, acknowledges receipt of the deposit, and agrees to complete the sale on the terms and conditions set out herein.

____

Vendor *Print name* *Witness*

____

Vendor *Print name* *Witness*

Vendor's address ____

____

Home phone *Work phone*

CONVEYANCING INFORMATION:

____

Name of purchaser's lawyer/notary *Phone*

____

Address

____

Name of vendor's lawyer/notary *Phone*

____

Address

Print Save Mail Clear

Instruction Sheet
Contract of Purchase and Sale (British Columbia)

(PURCHASERS AND VENDORS — READ CAREFULLY BEFORE COMPLETING AGREEMENT)

1. The contract, when signed by the parties, is a legally binding agreement for residential real estate transactions in British Columbia. If you are unsure of anything, seek professional help. Read carefully before signing. All terms of the agreement should be in writing as the contract expressly excludes any verbal agreements. Likewise, anything in the contract which is not applicable to the sale should be deleted by striking it out.

2. *Clause 1:* Any deposit paid directly to a Vendor is unsecured. It would therefore be advisable that any sizable deposit be held in trust with an agent, lawyer, or notary.

3. *Clause 2:* It is the Purchaser's responsibility to check out the zoning, the fitness of the building, any use restrictions, encroachments on the property, and any other charges, which are staying on title. Failure to do so could make the Purchaser legally bound to accept the conditions as they exist. These conditions must also be satisfactory to any lender. A Vendor allowing a Purchaser to assume a mortgage could still be liable for mortgage payments unless the mortgage company agrees to release the Vendor's covenant.

4. *Clause 3:* On completion, it is advisable that the following procedure be followed:

    a. The Purchaser's lawyer/notary should prepare all the necessary documents and forward them to the Vendor for signature. The Vendor should execute and return the documentation in trust to the Purchaser's lawyer/notary prior to completion.

    b. The amount due on completion including all adjustments should be paid in trust to the Purchaser's lawyer/notary before the completion date and the Purchaser should sign all necessary documents.

    c. Once documents are signed and the necessary funds are in trust, the Purchaser's lawyer/notary should coordinate registration in the appropriate Land Title Office of the documents as well as any mortgage documentation.

    d. After confirmation of filing, the Purchaser's lawyer/notary shall release the sales proceeds. The Vendor is entitled to these on the completion date.

Consequently, it is strongly recommended that all necessary documents be signed and monies put in trust in advance of such date.

5. *Clause 4:* The adjustment date usually coincides with the possession date.

6. *Clause 5:* Although there may be others, the following are the costs applicable in most circumstances:

VENDOR'S COSTS

Lawyer's or notary's fee and expenses for

— attending to sale on Vendor's behalf

— discharging any encumbrances

— Land Title fees

Costs of clearing title, including

— discharge fees charged by encumbrance holders

— prepayment penalties

Real estate commission (if applicable)

(over)

Instruction Sheet — Continued

PURCHASER'S COSTS

Lawyer's or notary's fees and expenses for

— searching and reviewing title

— advising with respect to purchase

— drafting documentation

— search and Land Title registration fees

Property Purchase Tax

Costs of mortgage including:

— mortgage company's fees

— appraisal (if required)

— mortgage company's lawyer/notary

— search and Land Title registration fees

— survey certificate (if required)

PST (if applicable)

GST (if applicable)

7. *Clause 6:* The possession date should be AFTER the completion date. The Vendor should not let the Purchaser in until the funds due on completion have been paid.

8. *Clause 7:* Fire insurance is not applicable unless there are insurable buildings on the property being purchased. The Purchaser's insurance should be effective at the earlier of the completion date or the date the completion proceeds are paid into trust. The Vendor should maintain insurance in effect until the Vendor receives the sale proceeds.

9. *Clause 8:* List particularly any items about which there could be a doubt. All items attached usually come with a house, such as wall-to-wall carpets, built-in dishwasher, etc. Loose rugs, portable dishwashers do not.

10. *Clause 9:* Any other conditions, either for Vendor or Purchaser, should be inserted in paragraph e. A separate schedule may be attached outlining the other conditions. State in paragraph e. that the attached schedule forms part of this Interim Agreement. If there is no Property Condition Disclosure Statement, paragraph c. should be deleted. Any warranties and representations of the condition of the property should be written in instead.

THE ABOVE IS INTENDED AS ASSISTANCE ONLY in using this form. It is not intended to be a fully comprehensive guide or to affect the proper interpretation of the terms of the contract. Depending on circumstances, some provisions in this contract may require deletion while in other circumstances additional provisions may be required to be inserted. If in doubt, professional advice should be obtained.

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