

## AGREEMENT OF PURCHASE AND SALE

1. DATE & PLACE: \_\_\_\_\_

2. SELLER: \_\_\_\_\_

3. BUYER: \_\_\_\_\_

4. PROPERTY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. PURCHASE PRICE: \_\_\_\_\_

(a) \$ \_\_\_\_\_  
payable on the signing of this Agreement:

(b) \$ \_\_\_\_\_  
being the balance of the purchase price subject to  
adjustments.

6. AGREEMENT: The Seller agrees to sell and the Buyer agrees to buy the premises for \$ \_\_\_\_\_ as set out above.

7. CLOSING DATE: \_\_\_\_\_

8. POSSESSION DATE: \_\_\_\_\_

9. TITLE: (a) The Buyer is to examine the title at his own expense and the Seller is not bound to produce evidence of title except such as in his possession or control. The Buyer is to make objections and requisition on or before the closing date. In the event that the Seller is unable or unwilling to satisfy such objections or requisition prior to the date of closing, then the Seller shall return the deposit referred to in paragraph 5(a) herein, to the Buyer without interest or bonus and this Agreement shall become null and void.

(b) The Seller agrees to deliver to the Buyer on the closing date a valid and effective Deed conveying marketable title to the premises free from encumbrances.

10. UTILITIES, TAXES, etc. Taxes, water rates, rentals, oil utilities, if any, are to be pro-rated between the parties as of the closing date.

