



CONTRACT OF PURCHASE AND SALE STRATA ADDENDUM/AMENDMENT PART 1 OF 3

Date: _____ M.L.S. No. _____ Page _____ of _____ Pages

RE: ADDRESS: _____

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

Subject to the Buyer receiving and approving the following documents on or before _____, yr _____

- 1 An Information Certificate (Form "B") as prescribed in the Strata Property Act which is current and dated within 30 days of acceptance of this offer or issued since the last general meeting of the Strata Corporation, whichever is sooner.
- 2 A copy of the registered strata plan showing the subject strata lot, any amendments to the strata plan, and any resolutions dealing with changes to common property and all areas designated as common property.
- 3 The current bylaws and financial statements of the strata corporation and any section to which the strata lot belongs.
- 4 The minutes of any meetings held between the period from _____, yr _____ to _____, yr _____ by the strata council, and by the members in annual, extraordinary or special general meetings, and by the members or the executive of any section to which the strata lot belongs.
- 5 A copy of any engineers' or other consultants' reports concerning this strata corporation.
- 6 A copy of the title search.
The Buyer acknowledges and accepts that on completion the Buyer will receive title containing the non-financial charges set out in the copy of the title search results which is attached to and forms part of this contract.
- 7 A copy of the Property Disclosure Statement (PDS), dated _____, yr _____ which is incorporated into and forms part of this contract.
- 8 Any legal opinions obtained by the strata corporation.
- 9 Any warranty documentation concerning a building envelope including a roof as defined in the Building Envelope Renovation Regulation [B.C.Regulation 240/2000]

Immediately upon acceptance of this offer, or counter offer, the Seller will obtain, at the Seller's expense, complete copies of the documents listed above from the strata corporation and will immediately upon receipt, and in any event no later than _____ days from such acceptance, deliver the documents to the Buyer or the Buyer's agent.

In the event the subjects are not removed, the Buyer, or their agent, will return all documents in their original condition to the Seller's agent.

The Buyer is aware that the monthly strata fee for the strata lot is: \$ _____ and that the strata corporation charges an additional (monthly, yearly, etc.) fee(s) for: (parking, storage, etc.) in the amount of \$ _____


Above subjects are for the sole benefit of the Buyer(s)


X _____
(witness)


X _____
(witness)


X _____
(witness)

X _____
(witness)

X _____
(seller) 

X _____
(seller) 

X _____
(buyer) 

X _____
(buyer) 



CONTRACT OF PURCHASE AND SALE STRATA ADDENDUM/AMENDMENT PART 2 OF 3

Date: _____ M.L.S. No. _____ Page _____ of _____ Pages

RE: ADDRESS: _____

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

- If a special levy is approved before the strata lot is conveyed to the buyer,
(a) the seller owes the strata corporation the portion of the levy that is payable before the date the strata lot is conveyed, and
(b) the purchaser owes the strata corporation the portion of the levy that is payable on or after the date the strata lot is conveyed.

If the Seller learns before the Completion Date about any proposal to amend the bylaws of the strata corporation, or the bylaws of a section to which the strata lot belongs, or any amendment to such bylaws that the Seller has not previously disclosed to the Buyer, the Seller will promptly deliver a copy of the relevant resolution to the Buyer.

The Seller authorizes the Buyer and any representative of the Buyer's Brokerage to inspect and obtain copies of all the records and documents that the strata corporation is required to prepare and retain pursuant to the Strata Property Act.

Subject to the Buyer(s) verifying that the parking stall(s) associated with the strata lot is designated under the following arrangement:

- Part of the strata lot
A separate strata lot whose legal description is as follows: _____
Limited common property for the exclusive use of ther owner(s)
Common property of the strata corporation which is one of the following:
Leased / Licensed Short Term Exclusive Use or Special Privilege** Other: _____

*Note: if a parking stall is a separate strata lot, it is included with the Property being sold for the Purchase Price under this Contract unless otherwise expressly stated.

**Note: Common property assigned to an owner under a short term exclusive use or special privilege arrangement may be reassigned at the sole discretion of the strata corporation when the property changes ownership.

Subject to the Buyer(s) verifying that the storage locker(s) associated with the strata lot is designated under the following arrangement: Same as parking Other :*

* Note: If a storage locker is a separate strata lot, it is included with the Property being sold for the Purchase Price _____ under this Contract unless otherwise expressly stated.

X (witness)
X (witness)
X (witness)
X (witness)

X (seller)
X (seller)
X (buyer)
X (buyer) Seal Seal Seal Seal



CONTRACT OF PURCHASE AND SALE STRATA ADDENDUM/AMENDMENT PART 3 OF 3

Date: _____ M.L.S. No. _____ Page _____ of _____ Pages

RE: ADDRESS: _____

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

Subject to the Buyer, at the buyer's expense, obtaining and approving a written inspection report of the strata lot against any defects whose cumulative cost of repair exceeds \$ _____ and which reasonably may adversely affect the property's use or value. The Seller or the listing brokerage shall arrange, on reasonable notice, for the purpose of inspection, access to the suite and common areas such as, but not limited to, the roof, electrical room, boiler or furnace room, parking areas and recreational area.

Subject to a new first mortgage being made available to the Buyer by _____, yr _____ in the amount of \$ _____ at an interest rate not to exceed _____% per annum calculated (either half-yearly or monthly), not in advance, with a _____ year amortization period, _____ year term and repayable in blended payments of approximately \$ _____ per month including principal and interest.

Subject to the Buyer obtaining approval for fire/property insurance satisfactory to the Buyer.

Above subjects are for the sole benefit of the Buyer(s)

Above subjects to be removed on or before _____, yr _____

The Buyer(s) is aware of the following restrictions (if any):

The Seller represents and warrants that during the time the Seller has owned the property, the use of the property and the buildings and structures thereon has not been for the growth or manufacture of any illegal substances and that to the best of the Seller's knowledge and belief, the use of the property and the buildings and structures thereon has never been for the growth or manufacture of illegal substances. This warranty shall survive and not merge on the completion of this transaction.

On possession day the Seller will provide the Buyer with two sets of keys for the unit including, but not limited to, the strata unit, the building, parking areas, storage areas, storage locker, mailbox and if building features a garage door, all of the remote controls for the garage door.

The seller warrants that an unconditional occupancy permit and and/or final inspection has been approved by the Municipal/City/Regional district Authority.

The seller will remove all personal possessions that are not included in the sale of this property and leave the property in a clean condition free of garbage or debris.

This strata corporation is managed by: _____

All deposits of at least \$20,000/minimum of 45 days to be placed in an interest bearing trust account with interest accruing to the benefit of the Buyer.

X _____
(witness)

X _____
(witness)

X _____
(witness)

X _____
(witness)

X _____ Seal
(seller)

X _____ Seal
(seller)

X _____ Seal
(buyer)

X _____ Seal
(buyer)