

Top Schedule A Clauses When Buying Off Market Deals

1. **BALANCE OF PURCHASE PRICE** The balance of the purchase price shall be paid on closing in cash or by certified cheque to the Seller, subject to the usual and any other adjustments set out in this agreement.
2. **ASSIGNMENT** The Buyer may assign this Agreement to any individual or corporation, in Buyer's discretion, and upon notifying the Seller of such assignment, Buyer shall be relieved of all obligations herein.
3. **VISITS** The Seller agrees to allow the Buyer and/or its agents, to enter the property from time to time, after acceptance of the Agreement of Purchase and Sale, before Closing, upon giving 24 hours' notice, of this transaction.
4. **CONDITION OF THE PROPERTY** Seller agrees to continue to care for the property as a responsible owner would, and to inform the Buyer of any damage or issues which might affect the value of the property. For example, but not limited to, roof leaks, foundation cracks, water penetration into the house, tree roots damaging the sewage systems, etc.
5. **CONDITION FOR PARTNER APPROVAL** This Offer is conditional upon the approval of the subject property by a Partner of the Buyer, and being satisfied by said approval, 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 thereto not later than 11:59 p.m. on the tenth (10th) business day following acceptance of this Offer, 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 for the purpose of this approval. 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.
6. **SELLER HOLDBACK** The Seller agrees to have \$5000.00 of the proceeds of the Purchase and Sale of the subject property withheld in trust with the Buyer's lawyer until Seller's belongings are cleared out and Buyer takes vacant possession of the property. This holdback clause shall survive the closing of subject property. 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.
7. **SELLER TAKE BACK MORTGAGE - SIMPLE INTEREST ONLY** The Seller agrees to take back a Charge/Mortgage in the amount of \$_____, and bearing interest at the rate of _____% per annum, repayable interest only and maturing on _____, 2019.
8. **BUYER CHANGE OF CLOSING** Notwithstanding the completion date set out in this Offer, the Buyer may advance the completion date of the transaction by not more than 30 days, by giving written notice of the amended completion date to the Seller or the Seller's Solicitor at least 30 days in advance of the earlier of the completion date set out herein and the amended completion date.
9. **SELLER CHANGE OF CLOSING** Notwithstanding the completion date set out in this Offer, the Seller may advance the completion date of the transaction by not more than 30 days, by giving written notice of the amended completion date to the Buyer or the Buyer's Solicitor at least 30 days in advance of the earlier of the completion date set out herein and the amended completion date.
10. **SELLER CLOSING COSTS** Buyer will pay the Seller's legal costs for the sale of the property, up to \$_____.