**Subject to Record of Death.**

1. This Contract is subject to and conditional upon the Seller becoming registered as the sole proprietor of this property within (insert number of days) from the date of this Contract pursuant to a Record of Death to be lodged by the Seller in respect to the interest in this property formally owned by (insert name of deceased joint tenant).
2. The cost associated with the registration of the Record of Death shall be borne by the Seller.
3. If the Record of Death is not registered by (insert number of days) after the date of the Contract, either party shall be entitled to terminate this Contract and all deposit monies shall be refunded in full to the Buyer and neither party shall have any claim thereafter against the other.