



Schedule B Agreement of Purchase and Sale

Form 105
for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER:, and

SELLER: Estate of Willard Russell Thompson

for the property known as 209 Parkview Drive Hamilton

On L8S3Y4 dated the day of, 20.....

The parties acknowledge and agree that all closing documentation can be signed electronically and forwarded by email or fax in accordance with the Electronic Commerce Act, 2000, S.O.2000,c.17

The parties agree that the keys to the property shall be left in a lock box at the property and the code to the same is to be provided to the Buyer's lawyer in escrow pending closing of this transaction.

The Buyer agrees to take possession of any chattel or anything else left in, on, or around the property on closing.

Subject to any exceptions set out or prescribed in the Prohibition on the Purchase of Residential Property by Non-Canadians Act S.C. 2022, c. 10, s.235, (statute), the Buyer represents and warrants that the Buyer is not and on completion will not be a non-Canadian under the non-Canadian provisions of the Prohibition on the Purchase of Residential Property by Non-Canadians Act S.C. 2022, c. 10, s.235, which representation and warranty shall survive and not merge upon the completion of this transaction and the Buyer shall deliver to the Seller a statutory declaration that Buyer is not then a non-Canadian of Canada; provided further that if the Buyer qualifies for any exception as set out or prescribed by the statute, the Buyer shall deliver to the Seller a statutory declaration that the Buyer is a non-Canadian but is not in contravention of the statute because of a valid exception as set out or prescribed in the statute.

The Seller covenants not to disclose, nor direct or allow their brokerage to disclose, the whole or any part of the detail or content of this offer to any person prior to acceptance. The Seller may disclose, or direct or allow their brokerage to disclose, the whole or any part of the detail of this offer to any person or entity expressing an interest in offering on the property before the waiver or fulfillment of all conditions contained therein.

The buyer agrees that they are purchasing the property on an "as is" basis, with no right of set-off, in existence on the date of possession, and is purchasing the property based entirely on their own examinations, and notwithstanding anything to the contrary in the offer to purchase, without any representation or warranty by or on behalf of the seller or any agent of the seller. The buyer acknowledges that they have relied entirely upon their own inspection and investigation with respect to the quantity, quality, state of repair, habitability, and value of the property. Without limiting the generality of the foregoing, the buyer agrees that the seller shall not be responsible for any structural or other defects, including any latent defects, which may have existed on the date of possession. The buyer further acknowledges that the seller shall have no obligation to make any repairs or replacements to the property.

The buyer accepts any and all encroachments, whether know or unknown, on or over the property and shall not hold the seller responsible for any claims, damages, losses, or liabilities arising from any such encroachments.

The buyer acknowledges that the fixtures and chattels included in the purchase are those presently on the premises and are to be taken by their own risk, and notwithstanding anything to the contrary in the offer to purchaser, completely without representation or warranty of any kind from the seller or any agent of the seller as to the ownership or state of repair of such fixtures or chattels.

This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, warranties, agreements, and understandings, whether written or oral, related to the property. The buyer acknowledges that no representations or warranties, other than those expressly set forth in this agreement, if any subject to the terms and conditions of the offer, have been made or relied upon.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 