

# 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 RICHARD BEAUDOIN .....

for the property known as 1562 LASSITER TERRACE GLOUCESTER .....

ON K1J 8N4 ..... dated the ..... day of ....., 20<sup>26</sup> .....

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.

In accordance with the Federal Privacy Act (PIPEDA) the Buyer and Seller hereby consent and agree to permit the Listing & Selling Brokerage to distribute and use sale related information regarding the subject property on marketing materials, newsprint, website, and social media which may include the property address, list price, sale price, number of offers and photos.

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.

Notwithstanding anything else contained in this Agreement of Purchase and Sale, the Buyer acknowledges that this is an Estate Sale by an Estate Trustee; and the Property and all structures on it ["the Property"] are being sold on a completely as is basis. The Seller / Estate Trustee makes no warranties or representations whatsoever concerning the Property, and without limiting the generality of the foregoing this shall include its history, usage, zoning, future use, occupation, state of repair [past or present], type of wiring, plumbing, heating system or insulation or any other matter regarding the Property or any chattels included with the Property. This clause shall supersede any representation or warranty clauses included in any other schedules.

The Seller / Estate Trustee will not provide any declaration, warranty or statement on closing as to the Property as they have limited personal knowledge of same and the Buyer agrees not to request same, accepting the Property is purchased solely as is and based on their own inspection, investigation and conclusions about the Property. This clause shall supersede any representation or warranty clauses included in any other schedules.

**Legal Description**

UNIT 192, LEVEL 1, CARLETON CONDOMINIUM PLAN NO. 85 ; PTS OF LTS 17 & 18, CON 1 OF & PT OF ONE FOOT RESERVE (WEST OGILVIE RD), PL 806, PTS 1, 2 & 3 4R1546, AS IN SCHEDULE 'A' OF DECLARATION LT138177 ; GLOUCESTER

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

**INITIALS OF BUYER(S):** 

**INITIALS OF SELLER(S):** 

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**Agreement of Purchase and Sale**

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ON K1J 8N4 ..... dated the ..... day of ....., 20<sup>26</sup>

1. Notwithstanding the terms and conditions of any promise to purchase regarding the property located at: 1562, Lassiter Terrace, Ottawa, Ontario, K1J 8NA (the "property"), the SELLER and the BUYER agree that the sale shall be made under the following conditions:

2. The property is sold 'as is, where is' without any representations or warranties of any kind, either express or implied, including but not limited to any warranty as to fitness for a particular purpose, merchantability, or compliance with any applicable laws or regulations. The Buyer acknowledges having had the opportunity to inspect the property and agrees to accept it in its current condition. The Seller shall not be liable for any defects, latent or patent, discovered after the closing date. This exclusion of warranties shall survive the completion of the transaction.

3. The area of the property is approximate. The SELLER only intends to sell the land area of the lot(s) owned by them.

4. The SELLER makes no representations or warranties regarding the property but informs the BUYER of the following:

The seller declares that they are not a non-resident of Canada within the meaning of provincial and federal tax laws;

5. The BUYER undertakes, fully releasing the SELLER from liability, to verify personally or through a third party, with the appropriate administrative and regulatory authorities, to obtain relevant information regarding any restrictions affecting or potentially affecting the property and to ensure that the property complies with the laws and regulations in force in the province of Ontario, including but not limited to:

- Whether the property complies with environmental protection laws and the Act respecting the preservation of agricultural land and activities;
- Whether the property is subject to the Cultural Property Act;
- Whether the property is affected by public or private law limitations;
- Whether the intended use of the property complies with applicable laws and regulations, including those of the Rental Board.

6. It is understood that under no circumstances shall the SELLER be held liable to the BUYER for any violations of public, private, or other legal limitations encumbering the property, if applicable.

7. The SELLER will not provide any title deed or certificate of location other than those in their possession. Any new certificate of location will be at the BUYER's expense unless the existing certificate does not reflect the current state of the property or if no certificate exists. If the property is a divided co-ownership, the seller will not provide a certified copy of the declaration of co-ownership or its amendments.

8. The property is offered for sale subject to real rights, encumbrances, and other private law limitations affecting it. It is also offered subject to any public law limitations beyond common law and any violations thereof that may exist.

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9. Costs related to the repayment and discharge of any claim secured by mortgage, priority, or other real rights affecting the property, where payment is not assumed by the buyer, shall be borne by the SELLER only if they result from the SELLER's personal actions. Repayment costs include any penalties that may be payable in the case of early repayment. In all other cases (INCLUDING TAX VERIFICATION FEES), they shall be borne by the buyer.

10. The deed of sale to be executed between the SELLER and the BUYER shall include a clause excluding the personal liability of the executor and any agent acting on behalf of the executor, if applicable, in connection with this transaction.

11. The BUYER must disclose in writing if they, or a member of their immediate family, are or have been, within six months prior to signing the Promise to Purchase, an employee of a company that is a member of the NATIONAL BANK GROUP or if they are acting as an agent for such a person.

12. The SELLER requests a period of 72 business hours to respond to any promise to purchase or any other related document. However, the SELLER reserves the right to respond at any time within this period.

13. The SELLER requests that any promise to purchase or other related document be presented exclusively through the listing broker.

The SELLER acknowledges having read, understood, and accepted the provisions herein and having received a copy.

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**INITIALS OF SELLER(S):** 