

# 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:** ..... **ANGELA FODERS** .....

for the property known as **14184** ..... **HIGHWAY 41** ..... **CLOYNE** .....

ON ..... **KOH 2G0** ..... 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.

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 Sale by Power of Attorney for Property; and the Property and all structures on it ["the Property"] are being sold on a completely as is basis. The Seller / Power of Attorney for Property 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 / Power of Attorney for Property 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.

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

**INITIALS OF BUYER(S):** 

**INITIALS OF SELLER(S):** 

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..... **ON** ..... **K0H 2G0** ..... dated the ..... day of ....., 20.....

The Parties acknowledge that no information provided by Gordons Real Estate Brokerage Ltd. is to be construed as expert legal, tax, environmental, or engineering advice, and the Parties are advised to seek independent professional advice where required.

The Seller represents and the Buyer acknowledges that the dwelling and building located on the subject property have been unoccupied for approximately the past ten (10) years. The Buyer further acknowledges that the Seller makes no representations or warranties whatsoever regarding the state, condition, suitability, zoning compliance, use, occupancy, or fitness of the property or any structures located thereon.

The Buyer agrees to accept the property and all buildings and structures thereon in "as is, where is" condition without any warranties, representations, or guarantees from the Seller.

The Buyer acknowledges that the property is being sold as a commercial property and agrees to be responsible for any Harmonized Sales Tax (HST) applicable to the transaction, if any, in addition to the purchase price. The Buyer is advised to seek independent accounting or legal advice regarding the applicability of HST.

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**INITIALS OF BUYER(S):** 

**INITIALS OF SELLER(S):** 