

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

BUYER:, and

SELLER: The Estate of Charles Richard McCloskey

for the property known as 1166 Kilmarnock Road Jasper

On K0G1G0 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 Buyer acknowledges that The Bank of Nova Scotia Trust Company and / or the Estate of Charles Richard McCloskey make no representations and/or warranties with respect to the state of repair of the premises, appliances and other inclusions and the Buyer accepts the property, the buildings/structures, appliances and other inclusions thereon in their Present state and in an "as is" condition.

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.

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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Schedule B
Agreement of Purchase and Sale

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

BUYER:, and

SELLER: The Estate of Charles Richard McCloskey

for the property known as 1166 Kilmarnock Road Jasper

On K0G1G0 dated the day of, 20.....

Please delete and initial the UFFI clause on all offers presented to the Seller for consideration. The buyer agrees that The Bank of Nova Scotia Trust Company has no knowledge of UFFI and will not provide any warranties or representation pertaining to UFFI on the property.

The minimum irrevocable period on all offers must be 72 BUSINESS hours (excluding non-banking days) with the expiry date and time falling on a regular business day and within the hours of 9 am and 4 pm.

1) the Buyer warrants and represents that they are not an employee, officer, director nor a member of such person's immediate family of THE BANK OF NOVA SCOTIA or any affiliate thereof, or acting on behalf of any such person.

2) the Buyer warrants and represents that they are an individual- or entity considered AT ARM'S LENGTH from the Testator, the Executor and /or The Estate nor a member of such Person's immediate family.

Confirmation of points 1) and 2) inclusive from the Offeror should be submitted at the same time of presenting the offer to purchase.

Roll numbers: 071471103003302, 071471103003301, 071471103003303.

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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