OREA Ontario Real Estate Association

Form 105
for use in the Province of Ontario

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 Jana Cibulka

for the property known as 812 Burnamthorpe Road 812 Toronto On M9C4W1 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 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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