

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

**BUYER:** ....., and

**SELLER:** .....

for the property known as .....

..... dated the ..... day of ....., 20.....

For all purposes of this Agreement, the terms "banking day" or "business day" shall mean any day, other than a Saturday, Sunday or statutory holiday in Toronto, Ontario.

The Buyer or his Agent shall deliver to the Listing Broker the deposit as described within this Agreement, by way of CERTIFIED CHEQUE, MONEY ORDER or BANK DRAFT within one (1) banking day from the confirmation of acceptance and receive a receipt for same, failing which this Agreement shall become null and void.

Notwithstanding any other provisions of this agreement, any deposit which is received by a deposit holder within 21 days of the completion date shall be paid by way of CERTIFIED CHEQUE, BANK DRAFT or MONEY ORDER.

The deposit holder advises that the real estate trust account in which the deposit for this transaction ("the deposit") shall be placed in attracts interest at a variable rate, calculated using HSBC Bank Canada prime rate, minus 2.45%. If this interest on the deposit amounts to \$80.00 or more, it shall be paid to the Buyer following completion of this transaction; otherwise it shall be retained by the deposit holder. No interest shall be paid to the Buyer unless the Buyer provides the deposit holder with a Social Insurance Number or Business Number (in the case of a Corporation), required by law for T5 reporting, no later than thirty (30) days following the acceptance and before closing of the transaction. Should the Social Insurance Number not be provided as stated above, or should any interest cheque be issued by the deposit holder not be negotiated within six (6) months following issue of same, such funds shall be forfeited for the deposit holder.

The Seller represents and warrants that all chattels and fixtures included in the Purchase Price (if any) are owned by the Seller free and clear of any liens or encumbrances save and except for those items listed in paragraph 6 of the Agreement of Purchase and Sale as rental items. The Seller acknowledges that the Buyer is relying on the foregoing material representation. This warranty shall not merge but survive closing. In the event any chattels and/or fixtures, not listed as rental items are subject to liens or encumbrances, the Seller agrees to payout any and all monies owing for said chattels and fixtures, in full, prior to closing, and to provide all invoices and proof of payment in full, to the Buyer, prior to closing.

Unless stated otherwise in this Agreement, the Seller represents that the Property is not subject to any Local Improvement Charges, or Special Charges and that the Seller has not received any notification of future charges which may affect the Property. That portion of any such charges which may be outstanding or levied in respect of the Property shall be adjusted in favour of the Buyer upon completion of this transaction.

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

**INITIALS OF BUYER(S):**

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**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:** .....

for the property known as .....

..... dated the ..... day of ....., 20.....

The Seller represents and warrants to the best of his knowledge and belief that the fixtures and chattels included in this transaction are now, and will on completion date be in working order. The parties acknowledge that any such chattels and fixtures are being sold in "as is" condition, without warranty.

The Seller and Buyer acknowledge, agree and consent to allowing the use of electronic signatures ONLY WHEN the software used to sign electronically will issue a certificate that provides a history of all authenticated sessions and includes the user's device IP address and current date/time stamp to ensure proof of ownership of the signatures. Seller and Buyer understand that if they do not wish to "sign" electronically, they may print out the document(s) and sign them by hand.

The Seller(s) and Buyer(s) acknowledge that this clause has been explained to them and they are giving informed consent to permit the Listing Brokerage and their sales representatives to advertise and disclose the sale/lease price, days on market, ask to sell ratio, property address and photographs of the property to other Realtors and to the public, while conducting and promoting their real estate activities for a period of two (2) years after the completion of the sale/lease, provided that the Seller(s) and/or Buyer(s) names are not disclosed.

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**INITIALS OF BUYER(S):**

**INITIALS OF SELLER(S):**



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