

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:

for the property known as

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

For the purpose of this Agreement, the terms "banking days" or "business days" shall mean any day, other than Saturday, Sunday, or Statutory Holiday in Toronto, Ontario.

The Buyer/Tenant acknowledges that the Feature Sheets, Marketing and MLS documents provided by the Listing Brokerage are for information purposes only. The Seller/Landlord and the Listing Brokerage make no representation or warranties regarding their content and no representation or warranties with respect to the fitness, condition, measurements, defects in workmanship, state of repair, zoning or lawful use of the property. The Buyer/Tenant acknowledges that the Buyer/Tenant has relied entirely upon the Buyer's/Tenant's own inspection and investigation with respect to quantity, quality and value of the property.

The Buyer/Tenant acknowledges that any information provided by the Listing Brokerage in the form of Feature Sheets, Marketing and MLS documents are for information purposes only, and the Buyer/Tenant will obtain their own legal and accounting advice.

The Buyer/Tenant and the Seller/Landlord agree that any access visits provided for in this Agreement shall be limited to one [1] hour and that the Buyer/Tenant shall be accompanied during such visits by the Buyer's/Tenant's Broker or Sales Representative and any such requests will only be confirmed after the Agreement is firm.

The Buyer/Tenant agrees and acknowledges that he/she is purchasing the above property, chattels and fixtures in an "As-Is" condition unless otherwise described in this Agreement.

The Seller/Landlord represents and warrants that during the time the Seller/Landlord has owned the property, the use of the property and the buildings and structures thereon has not been for the growth or manufacturing of any illegal substances. This warranty shall survive and not merge on the completion of this transaction.

The Buyer/Tenant and Seller/Landlord hereby agree to allow the Listing and Selling Brokerages to distribute and use sale related information regarding this property, including sale price before the day of closing, in future marketing materials.

The parties of this Agreement hereby acknowledge and agree that the Deposit Holder shall place the deposit in its non-interest bearing Real Estate Trust account, which earns no interest from the Toronto Dominion Bank. There will be no interest earned on deposits.

In accordance with Federal Privacy Act (PIPEDA), the Buyer(s) and Seller(s) consent to the publication of information pertaining to the sale of this property upon the acceptance of the agreement of Purchase and Sale. The Brokerage & Agents are authorized to distribute information pertaining to this property to other realtors and the public in the promotion and conduct of their business. Such promotion shall not include mention of the names of the Seller or Buyer.

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

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

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BUYER:, and

SELLER:

for the property known as

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

THE BUYER HEREBY ACKNOWLEDGES that prior to the signing and presentation of this Offer the Buyer has reviewed with his/her salesperson the Buyer's need to include the following conditions into this Agreement and has also discussed the consequences to the Buyer if it is his/her decision not to include same: Condition pertaining to Buyer obtaining financing for the subject property; Condition pertaining to Buyer obtaining a building inspection or termite report of the subject property; Condition pertaining to the sale of the Buyer's current property; and a Condition pertaining to the arranging of insurance on the real property. The Buyer acknowledges that he has relied entirely upon his own inspection and investigation with respect to quantity, quality and value of the property.

Buyer hereby releases ZOCASA REALTY INC. from any and all claims resulting from his/her decision not to include any or all of the above conditions in this agreement. The Buyer further acknowledges that a Seller Property Information Statement on the subject property may not be available. At such time as this Agreement becomes firm and binding the Buyer undertakes to complete all his/her obligations contained herein including completion of the agreement itself.

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

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 