

# 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:** Wong, Lin Wai Ling & Wong, Ken Kan

for the property known as 6 Gore St Toronto

ON M6J 2C6 dated the ..... day of ....., 20.....

For all purposes of this agreement, the terms "banking days" or "business days" shall mean any day other than a Saturday or a Sunday or Statutory Holiday in the province of Ontario.

In the event a transaction is mutually released and becomes null and void, Re/Max Partners Realty Inc., Brokerage will issue a trust account cheque for return of the deposit, to the party designated by the fully and properly executed mutual release, not before ten(10) business days(for certified cheque or Bank draft)and not before twenty one(21) business days(for uncertified cheque) from the date and funds were deposit into our trust account as stated on our deposit receipts. A business date includes all weekdays except Saturday, Sunday or statutory holidays. This policy is place on the advice of the banking system to protect the trust deposit from fraud.

The seller and the Buyer agree and/or acknowledge that all measurements and property information provided by Listing Brokerage or its Representatives in the MLS listing feature sheet and any other marketing materials are obtained from sources deemed reliable, however they have been provided for information purposes only and as such, Listing Brokerage and its Representatives do not warrant their accuracy. The Buyer is advised to verify any measurements of property information upon which he or she is relying.

The Buyer and The Seller agree that no information provided by Listing Brokerage or its Representatives is to be construed as expert, legal, tax, financial, zoning, construction, environmental, or other professional advice and that they have had the opportunity to consult with any such professional advisors prior to signing this Agreement

The Buyer and The Seller acknowledge that if any drawings, reports and or floor plans are provided by the Brokerage, it is intended for reference purposes only, and that Listing Brokerage is not responsible for the accuracy of the information provided. Buyer acknowledge that verification of said Information shall be the responsibility of the Buyer,

Unless otherwise stated in the Agreement, the chattel, fixtures and equipment which are included in the purchase are being sold as is condition without warranty.

The Buyer acknowledges that the Seller, Listing Brokerage and Agents are making no representations with regards to zoning bylaws and retrofit requirements or compliance thereof of the subject property's current use, as well as any proposed or future use by the Buyer. The Buyer agrees to hold the Seller, Listing Brokerage and Agent harmless from any liabilities arising from the Buyer's use of the subject property.

The Buyer acknowledged that the property is tenanted and the Buyer shall assume all existing tenants upon completion of the contemplated transaction.

The Buyer and The Seller acknowledge that the Province of Ontario has implemented current Value Assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property.

In accordance with the Privacy Act (PIPEDA), the Buyer(s) and Seller(s) hereby agree to allow the Listing Brokerage and their Representatives to distribute information pertaining to the sale of the property including photography, property information, and sale price in future marketing materials and online marketing endeavors. These will not include the names or personal information about the Buyer or Seller.

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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The parties acknowledge that the keys to the property shall be provided to the Buyer on closing in a manner agreed upon by the Parties and their respective solicitors which may include providing keys directly to the Buyer's agent or keys being secured at the Property pending closing of the transaction.

The parties hereto consent and agree to the use of electronic signatures pursuant to the Electronic Commerce Act, 2000, S.O. 2000, c17, as amended from time to time, with respect to this Agreement and any other documents respecting this transaction.

The Seller and Re/Max Partners Realty Inc., Brokerage make no warranty or representation about the Legal use. To the best of the Sellers knowledge and belief, the property is a SIXPLEX. The Seller and agents shall not be liable in the event the property does not meet any current building codes, fire codes or any government regulations.

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**INITIALS OF BUYER(S):**

**INITIALS OF SELLER(S):**