

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: Sabrina Manuela Santer & Zachary Samuel Savedra

for the property known as 5 Rosehill Ave 901 Toronto

ON M4T3A6 dated the day of, 20.....

INCLUSIONS | Kenmore dishwasher, McClary refrigerator, Whirlpool stove, G.E. washer/dryer. Acacia balcony flooring and any light fixtures not outlined in exclusions.

EXCLUSIONS | Primary bedroom flush mount, second bedroom flush mount and living room flush mount.

THE BUYER ACKNOWLEDGES that the parking spot is legally described as Level A unit 12 and the locker is described as Level A Unit 42.

THE BUYER AND THE SELLER AGREE that the transmission of offers, counter-offers, notices and other documents related thereto may be communicated by facsimile or e-mail. The Buyer and the Seller agree to treat said documents in the same manner as if the electronically transmitted documents were originals.

THE PARTIES TO THIS AGREEMENT HEREBY ACKNOWLEDGE that in accordance with the Real Estate and Business Brokers Act, RSO 2002, the deposit funds will be placed into the interest bearing statutory real estate trust account of the Deposit Holder (Sage Real Estate Ltd.). It will earn interest at the rate of Prime minus 2% per annum and accrue interest from date deposited until transaction completion date. The Deposit Holder will calculate accrued interest, provide a statement of accounting and disburse interest to the Beneficial Owner (the Buyer or Tenant in this transaction) provided that the accrued interest is in excess of One Hundred Dollars (\$100.00); otherwise the Deposit Holder shall retain all accrued interest. No interest will be paid to the Beneficial Owner unless the Beneficial Owner provides the Deposit Holder with a Social Insurance Number for use on the required Canada Revenue Agency T5 forms prior to the completion date of this transaction. In the event that no such SIN is so provided then any interest on the deposit funds will be forfeited to the deposit holder. The Beneficial Owner further acknowledges that any interest cheque issued by the Deposit Holder that has not been negotiated within six months will also result in the interest funds being forfeited to the Deposit Holder.

THE BUYER AND THE SELLER ACKNOWLEDGE: 1) having been advised by their Sales Representatives or Brokers prior to the execution of this agreement that the Sales Representatives, Brokers and their Brokerages are insured as required by the Real Estate and Business Brokers Act, 2002, and its regulations; 2) that the types of representation as defined in REBBA were explained prior to the execution of this Agreement; and 3) that the Confirmation of Co-operation and Representation was completed prior to the Agreement being signed by the Buyer and reviewed and signed by the Seller.

THE BUYER AND THE SELLER HEREBY ACKNOWLEDGE that no information provided by Sage Real Estate Ltd. is to be construed as being expert legal, financial, tax, building condition, zoning, environmental advice or as a retrofit status undertaking and that the Buyer has been given the opportunity to consult with any such professional advisor(s) prior to entering into this agreement to satisfy himself as to the acceptability of same.

UNLESS OTHERWISE STATED IN THIS AGREEMENT any fixtures and chattels that are included in the purchase price will be in working order upon completion of this agreement.

THE BUYER AND THE SELLER ACKNOWLEDGE that all measurements and information provided by Sage Real Estate Ltd., Brokerage in the MLS listing, feature sheet, any pre-listing Home Inspection Report, and any other marketing materials has been obtained from sources deemed reliable, however it has been provided to the Buyer for general informational purposes only and as such, Sage Real Estate does not warrant its accuracy nor make any representations or warranties regarding contents of same. Reliance upon any and all information contained in the marketing materials is at the Buyer's risk and as such the Buyer is advised to verify any measurements or other information upon which he or she is relying.

THE SELLER WARRANTS that the property will be delivered to the Buyer in broom-swept condition, and that any and all debris will be removed from the property before completion of this agreement.

THE SELLER REPRESENTS AND WARRANTS that during the time the current Seller has owned the property, the use of the property and the buildings and structures thereon has not been for the growth or manufacture of any illegal substances, and that to the best of the Seller's knowledge and belief, the use of the property and the buildings and structures thereon has never been for the growth or manufacture of illegal substances. This warranty shall survive and not merge on completion of this agreement.

THE BUYER AND THE SELLER HEREBY AGREE to allow the Listing and Selling Brokerages in this transaction to use the statistical information about the sale of this property in their future marketing materials.

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 BUYER HEREBY ACKNOWLEDGES that prior to the signing and presentation of this offer the Buyer has reviewed with their 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 t-heir 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 they have relied entirely upon their own inspection and investigation with respect to quantity, quality and value of the property. Buyer hereby releases Sage Real Estate Ltd., Brokerage from any and all claims resulting from their 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 their obligations contained herein including completion of the agreement itself.

THE BUYER HEREBY AGREES not to transfer or assign any of the Buyer's rights under this agreement to any other person or party without the prior written express consent of the Seller.

THE SELLER AGREES to provide to the Buyer at completion of all keys to the unit, mail box, parking and common area facilities; building security cards, access cards, fobs and remote controls; and security codes and information that are in his possession and applicable to the real property.

THE BUYER hereby acknowledges and accepts that Sage Real Estate Ltd. has no responsibility or control over the current and future school district boundaries. The BUYER accepts and acknowledges that the districts may change from time to time and has no recourse or abatement on any future changes.

THE BUYER hereby acknowledges and accepts that they are to do their due diligence to verify any information provided by MPAC and the BUYER will not hold the Seller, Listing Agent or Sage Real Estate Ltd. responsible for any incorrect information provided by MPAC.

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INITIALS OF SELLER(S):