

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 all purposes of this notice, the terms "banking days" or "business days" shall mean any day, other than Saturday, Sunday or statutory holiday in the Province of Ontario.

The Buyer agrees to provide a CERTIFIED deposit cheque or BANK DRAFT, payable to Sam McDadi Real Estate Inc., Brokerage, to be held in trust within ONE (1) business day, of the time registered in the Confirmation of Acceptance in the Agreement of Purchase and Sale, or, as otherwise stated in the Agreement of Purchase and Sale.

In accordance with Subsection 27 of the Real Estate and Business Broker's Act, 2002, (the "Act"), Sam McDadi Real Estate Inc., (the "Brokerage"), will be the deposit holder of the Buyer's deposit which is given to the Brokerage to be held in trust with respect to this Agreement of Purchase and Sale. The deposit will be held by Sam McDadi Real Estate Inc. in its Real Estate Trust Bank Account which is a non-interest bearing account.

The Brokerages names in the attached Confirmation of Cooperation and Representation represent and warrant that they have fully complied with the FINTRAC requirements for customer/client identification by reference to original government-issued photo identification, or such other means as approved under the regulations, including name, address, date of birth, occupation, and employment and have such information on file and available for inspection.

In accordance with the Federal Privacy Act (PIPEDA), upon acceptance of this attached agreement, all parties to this transaction consent to the publication and distribution of the sale price of this property, before and after the closing date.

The Listing Brokerage and the Co-operating Brokerage and their Sales Representative are authorized to advertise and disclose the sale price to other realtors and to the public while conducting and promoting their daily real estate activities.

The parties acknowledge that information provided by any real estate salesperson or real estate broker or real estate brokerage shall not be construed as expert legal advice, tax advice, advice on zoning changes, engineering advice or environmental advice and the parties acknowledge that the salesperson, broker or brokerage has advised that the parties seek independent professional advice on any of the above matter and concerns.

Any collateral agreement will be voided in the event of a multiple offer scenario.

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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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If applicable, the Buyer expressly acknowledges that neither the Seller, Listing Broker, nor the Co-operating Broker makes any representation, implicitly or explicitly, that a legal separate dwelling exists on the property. The Buyer further acknowledges that the basement apartment located at the Property may not comply with all relevant applicable fire code and hydro retrofit requirements, zoning By-laws, Provincial, and Municipal Bylaws and regulations. The Buyer agrees to complete this Agreement notwithstanding such non-compliance and waives his/her right to make any requisitions with respect to same.

The Buyer acknowledges that the Feature Sheets, Floor Plans, Marketing Materials and any re-inspection (if applicable) reports provided by the Listing Broker with respect to this property were ordered and obtained for their respective purposes. The Listing Broker makes no representations of warranties regarding these materials and/or their content. Any reliance on the materials is the Buyer's sole risk. The Seller and the Listing Brokerage recommend that the Buyer verifies any relevant information.

The Seller represents and warrants that during the time the 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 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 the completion of this transaction.

The Seller and Buyer hereby consent to the Listing Brokerage advertising or otherwise marketing the subject property before or after the completion of this transaction. The Seller and Buyer acknowledge this permission includes but is not limited to, the use of photographs of the subject property, the sale price, or the percentage of list to sale price of this Agreement.

Unless otherwise stated in this Agreement of Purchase and Sale, the Furnace and Air Conditioner are included in this Agreement.

For wire transfer deposits please use the following:

Pay to: National Bank of Canada
Montreal, Quebec
Swift ID: BNDCCAMMINT

Favour: National Bank of Canada
295 Eglinton Avenue
Mississauga, ON L4Z-2K6
Transit #: 03411-006

For Final Payment to: Sam Mcdadi Real Estate Inc.
110-5805 Whittle Road
Mississauga, ON L4Z 2J1

Account #: 0127020

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INITIALS OF SELLER(S): 