

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.....

The deposit holder advises that the real estate trust account in which the deposit for this transaction ("the deposit") shall be placed attracts interest at a variable rate, calculated using the Bank of Canada prime rate, minus 2.75%. Any interest on the deposit in excess of \$50.00 shall be paid to the Buyer following completion of this transaction.

The balance shall be retained by the deposit holder.
If the amount of interest earned is less than \$50.00, or, if the purchase of the property is not successfully completed, the deposit holder will retain all interest earned on the deposit. The parties further agree that NO interest shall be paid to the Beneficial Owner of the deposit money unless they provide the deposit holder with a Social Insurance Number and mailing address for use on T5 forms no later than thirty (30) days following the completion of this transaction. If the Social Insurance Number and proper mailing address is not received within thirty (30) days following completion of the closed transaction, said interest shall be forfeited to the deposit holder. The Parties further agree that if a cheque for interest is issued by the deposit holder and the cheque is not negotiated within six (6) months said interest shall be forfeited to the deposit holder.

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.
Unless stated otherwise in this agreement, the chattels (if any), which are included in the Purchase Price are being sold in "as is" condition, without warranty.

The Buyer acknowledge that feature sheets, marketing and MLS documents provided by the Listing Brokerage are for information purposes only. The Seller and Listing Brokerage make no representations or warranties regarding their content and no representations or warranties with respect to the fitness, condition, defects in workmanship, state of repair zoning or lawful use of the property. The Buyer acknowledges that the Buyer has relied entirely upon Buyer's own inspections and investigation, with respect to duality, quantity and value of the property.

The parties to this transaction hereby give their consent and authorize the brokers involved in the sale of the property of to market their services to the general public by advertising the sale of the property, including sale price, any terms of the sale and the brokers involvement in the sale of the property. Such promotions shall not include the mention of names of the Seller or Buyer.

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.

For the purposes of this Schedule, "Seller includes a vendor, a landlord, lessor or a prospective seller, vendor, landlord or lessor and "Buyer" includes a purchaser, a tenant, lessee or a prospective buyer, purchaser, tenant or lessee and "sale" includes a lease and "Agreement of Purchase and Sale" includes an Agreement to Lease.

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

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 