

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.....

All parties in this transaction acknowledge and agree that the Buyer(s) or his/her agent must deliver to the Listing Brokerage the above-mentioned deposit by certified cheque, bank draft or wire transfer, payable to "Century 21 Landunion Realty Inc., Brokerage" within 24 Hours upon the acceptance of this Agreement. The Buyer agrees to pay the Listing Brokerage wire transfer bank charge stated on the Listing Brokerage Wire Transfer instruction sheet.

After receipt of the said deposit by the Listing Brokerage, the uncertified cheque provided upon acceptance of this offer, if any, will be returned to the Buyer or the Buyer's agent.

The parties to this Agreement hereby acknowledge and agree that the deposit holder [Century 21 Landunion Realty Inc., Brokerage] shall place the deposit in trust in its non-interest bearing real estate trust account and no interest shall be earned, received or paid on the deposit.

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

The Buyer acknowledges that all measurements, feature sheets, floor plans, marketing materials and any pre-inspection reports provided by the listing agent and Century 21 Landunion Realty Inc., Brokerage with respect to this property have been supplied for reference purposes only. The Listing agent and Century 21 Landunion Realty Inc., Brokerage make no representation or warranties regarding their accuracy and/or their contents. Any reliance on the materials is at the Buyer's sole risk. The Buyer is advised to verify any measurements and/or any relevant information. The Buyer agrees to indemnify and hold harmless the Listing agent and Century 21 Landunion Realty Inc., Brokerage for any errors, omissions and representations expressed or implied in such material.

The parties agree and acknowledge that no information provided by Century 21 Landunion Realty Inc., Brokerage and the Listing agent are to be construed as expert legal advice, financial advice, tax advice, building condition advice, construction advice, environmental advice, advice on zoning changes, engineering advice or other professional advice and that the parties named in this transaction have had the opportunity to seek independent professional advice on any of these matters and concerns.

The parties hereto consent and agree to the use of electronic signature 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 Buyer 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.

This form must be initialled 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

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The Buyer acknowledges that neither the Seller nor the Listing agent and Century 21 Landunion Realty Inc., Brokerage makes no representation, implicitly or explicitly, that a legal separate dwelling exists on the property. The Buyer further acknowledges that any apartment located at the property may not comply with all relevant applicable fire codes, 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 and the Seller acknowledge that the types of Representation as defined in the "Trust in Real Estate Services Act, 2002 (TRESA)", the Confirmation of Co-operation and Representation Form, and the Multiple Representation Form (if applicable) have been explained and signed by the Buyer and the Seller prior to the presentation of this offer.

The Agents and the Brokerages named in the Confirmation of Co-operation and Representation represent that they have 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), the Buyer(s) and Seller(s) hereby authorize Century 21 Landunion Realty Inc., Brokerage and the Listing agent to distribute and publish information regarding the listing and sale of the subject property and hereby consent to the disclosure of the public of the details pertaining to the sale, including the address, photographs, and listing and selling price of the property. Such promotion shall not include mention of the name of the Seller or Buyer.

Buyer Not Non-Canadian

Subject to any exceptions set out or prescribed in the Prohibition on the Purchase of Residential Property by Non-Canadians Act S.C. 2022, c. 10, s.235, (statute), the Buyer represents and warrants that the Buyer is not and on completion will not be a non-Canadian under the non-Canadian provisions of the Prohibition on the Purchase of Residential Property by Non-Canadians Act S.C. 2022, c. 10, s.235, which representation and warranty shall survive and not merge upon the completion of this transaction and the Buyer shall deliver to the Seller a statutory declaration that Buyer is not then a non-Canadian of Canada; provided further that if the Buyer qualifies for any exception as set out or prescribed by the statute, the Buyer shall deliver to the Seller a statutory declaration that the Buyer is a non-Canadian but is not in contravention of the statute because of a valid exception as set out or prescribed in the statute.

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