

## Schedule A

### Agreement of Purchase and Sale – Condominium Resale

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

**BUYER:** ....., and

**SELLER:** .....

for the purchase and sale of .....

..... dated the ..... day of ....., 20 .....

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

The Seller agrees to discharge any mortgages or liens or other encumbrances registered against the property on or before closing at his own expense either from the proceeds of the sale or by solicitors undertaking.

The Seller represents and warrants that the chattels and fixtures as included in this Agreement of Purchase and Sale will be in normal working order and free from all liens and encumbrances on completion. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to the state of the property at completion of this transaction.

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 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 the completion of this transaction.

The Seller represents and warrants to Buyer that during the time the Seller owned the property, the Seller has not installed in any building on the property Kitec plumbing, any fittings for Kitec plumbing nor any Kitec Plumbing Systems ("Kitec") and that to the best of the undersigned's knowledge, no building on the property contains or has ever contained Kitec. This warranty shall survive and not merge on the completion of the above transaction, and if the building is part of a multiple unit building, this warranty shall only apply to the part of the building, which is subject to this transaction.

The Seller further represents and warrants that to the best of the Seller's knowledge and belief, there has never been any homicide or suicide cases happened in the property. This warranty shall survive and not merge on the completion of this transaction.

The Seller agrees to deliver the property, including the floors and locker (if any), in a clean and debris free condition upon completion of this transaction.

The Seller represents and warrants that, with respect to the unit, the Condominium Act, Declaration, Bylaws and Rules of the Condominium Corporation have been complied with, and that no improvements, additions, alterations or repairs that require the consent of the Condominium Corporation have been carried out in the said unit, the exclusive use areas or the common elements, unless the required consent has been obtained from the Condominium Corporation. This warranty shall survive and not merge on the completion of this transaction.

This Offer is conditional upon the Buyer arranging, at the Buyer's own expense, a new first Charge/Mortgage satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto within five (5) banking days after acceptance of this Offer, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without

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

INITIALS OF BUYER(S):

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INITIALS OF SELLER(S):

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**BUYER:** ....., and

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for the purchase and sale of .....

..... dated the ..... day of ....., 20 .....

Buyer agrees to pay the balance as follows:

**deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.**

This offer is conditional upon the Buyer's lawyer reviewing the Status Certificate and Attachments and finding the Status Certificate and Attachments satisfactory in the Buyer's Lawyer's sole and absolute discretion. The Seller agrees to obtain at the Seller's expense, the Status Certificate and attachments within ten (10) banking days after acceptance of this Offer. Unless the buyer gives notice in writing to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 5 p.m. on the third day (excluding Saturdays, Sundays and Statutory Holidays) following receipt by the buyer of the Status Certificate and attachments, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

The Buyer shall have the right to view the entire property two (2) further times prior to completion at a mutually agreed upon time, provided that 24 hour notice is given to the Seller. The Seller further agrees to provide access to the property if requested by the buyer's lending institution at a mutually agreed upon time prior to completion of this Agreement.

This Offer is conditional upon the inspection of the unit and common elements by a home inspector at the Buyer's own expense and the obtaining of a report satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto within five (5) banking days after acceptance of this Offer, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to cooperate in providing access to the unit for the purpose of this inspection. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

The Seller agrees to deliver to the Buyer at least two sets of all door keys, mail box keys and building access keys/cards/fobs upon completion of this transaction.

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

The Parties to this Agreement acknowledge that the real estate Broker(s) so named in this Agreement has recommended that the Parties obtain independent professional advice prior to signing this document. The Parties further acknowledge that no information provided by such real estate Broker(s) is to be construed as legal, tax or environmental advice.

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INITIALS OF BUYER(S):

INITIALS OF SELLER(S):