



## **SCHEDULE C**

**BUYER:** \_\_\_\_\_

**SELLER:** \_\_\_\_\_

**PROPERTY ADDRESS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

For the purposes of this notice, the term "Banking Days" shall mean any day other than Saturday, Sunday, or a statutory holiday in the province of Ontario. All references made to times and dates will be deemed to reflect Toronto, Ontario, Canada times and dates.

The Parties to this transaction acknowledge that no information provided by Sotheby's International Realty Canada is to be construed as expert legal, tax, or environmental advice.

If required, the Seller agrees to allow access to an appraiser at a mutually agreed upon time, recognizing that this appraisal must be done as early as possible. The Seller acknowledges that this in no way constitutes a Buyer visit.

The Buyer and Seller acknowledge having been advised that effective October 25, 2022, the Province of Ontario implemented a 25% Non-Resident Speculation Tax on the purchase or acquisition of an interest in residential property located in Ontario by individuals who are not citizens or permanent residents of Canada, foreign corporations, and taxable trustees.

(a) Subject to (b) below, the Buyer represents and warrants that the Buyer is not and on completion will not be a non-Canadian as defined by the Prohibition on the Purchase of Residential Property by Non-Canadians Act (Canada) (the "Foreign Buyer Ban"), and therefore the Buyer is not prohibited from purchasing residential property in Canada. (b) Provided that if the Buyer is a non-Canadian as defined by the Foreign Buyer Ban, the Buyer represents and warrants that the Buyer qualifies for an exception under Section 4 of the Foreign Buyer Ban and is therefore not prohibited from purchasing residential property in Canada. These representations and warranties shall survive and shall not merge on closing. The Buyer hereby indemnifies the Seller against any costs, claims, or any other damages incurred by the Seller as a result of the Buyer being prohibited from purchasing residential property under the Foreign Buyer Ban.

\_\_\_\_\_  
Initials of Buyer(s)

\_\_\_\_\_  
Initials of Seller(s)

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