

**Agreement of Purchase and Sale**

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

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

**SELLER:** ..... **Poonam Muti** & **Jason Roland Leliever** .....

for the property known as **123** ..... **Holland Park Avenue** ..... **Toronto** .....

On **M6E 1L5** ..... dated the ..... day of ....., 20.....

THE BUYER AND THE SELLER AGREE that the transmission of offers, counter-offers, notices and other documents related thereto as well as all closing documentation for this transaction may be signed electronically and communicated by facsimile or e-mail, pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17.

FOR THE PURPOSES OF THIS AGREEMENT the terms 'banking days' or 'business days' shall mean days other than a Saturday, Sunday, or a Statutory Holiday in Toronto, Ontario, Canada.

THE PARTIES TO THIS AGREEMENT HEREBY ACKNOWLEDGE that the deposit funds will be placed into the Deposit Holder's (Sage Real Estate Limited) Real Estate Trust Account. The deposit funds will earn interest at the rate of Prime minus 2% per annum and accrue interest from the date deposited only until the transaction's scheduled completion date. The Deposit Holder will calculate accrued interest, provide a statement of accounting, and disburse any required interest to the Beneficial Owner (the Buyer in this transaction) provided that the accrued interest is more than Two Hundred and Fifty dollars (\$250.00). Otherwise, the Buyer and Seller acknowledge that the Deposit Holder shall retain any accumulated interest. No interest will be paid unless the Beneficial Owner provides the Deposit Holder with their Social Insurance Number for use on the required Canada Revenue Agency T5 forms at least fourteen (14) days before the transaction's scheduled completion date. If a SIN is not provided, then any interest the Beneficial Owner would have otherwise been entitled to shall be forfeited to the Deposit Holder. The Buyer further acknowledges that if a release requires the return of deposit funds that were provided by bank draft, the deposit funds must have been deposited into the Deposit Holder's trust account for at least five business days before they can be returned.

THE BUYER AND THE SELLER ACKNOWLEDGE: 1) having been advised by their Sales Representatives or Brokers prior to the execution of this agreement that the Sales Representatives, Brokers and their Brokerages are insured as required by the Trust in Real Estate Services Act, 2002, and its regulations; 2) that the types of representation as defined in TRESA were explained prior to the execution of this Agreement; and 3) that the Confirmation of Co-operation and Representation was completed prior to the Agreement being signed by the Buyer and reviewed and signed by the Seller.

THE BUYER AND THE SELLER HEREBY ACKNOWLEDGE that no information provided by Sage Real Estate Ltd. is to be construed as being expert legal, financial, tax, building condition, zoning, environmental advice or as a retrofit status undertaking and that the Buyer has been given the opportunity to consult with any such professional advisor(s) prior to entering into this agreement to satisfy himself as to the acceptability of same.

NOTWITHSTANDING as may be otherwise indicated elsewhere in this Agreement, the Seller agrees to allow an appraiser to have access to the real property, if required by the Buyer, at a mutually agreed upon time and with a minimum 24 hour notice. Any such appraisal is not to be deemed a buyer visit should such visits be addressed elsewhere in this agreement.

THE BUYER AND THE SELLER ACKNOWLEDGE that all measurements and information provided by Sage Real Estate Ltd., Brokerage in the MLS listing, feature sheet, any pre-listing Home Inspection Report, and any other marketing materials has been obtained from sources deemed reliable, however it has been provided to the Buyer for general informational purposes only and as such, Sage Real Estate does not warrant its accuracy nor make any representations or warranties regarding contents of same. Reliance upon any and all information contained in the marketing materials is at the Buyer's risk and as such the Buyer is advised to verify any measurements or other information upon which he or she is relying.

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

INITIALS OF BUYER(S):

\_\_\_\_\_

INITIALS OF SELLER(S):

\_\_\_\_\_



The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2024, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

**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:** ..... **Poonam Muti** & **Jason Roland Leliever** .....

for the property known as **123** ..... **Holland Park Avenue** ..... **Toronto** .....

On **M6E 1L5** ..... dated the ..... day of ....., 20.....

THE SELLER REPRESENTS AND WARRANTS that during the time the current 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 completion of this agreement.

THE BUYER AND THE SELLER HEREBY AGREE to allow the Listing and Selling Brokerages in this transaction to use the statistical information about the sale of this property in their future marketing materials.

THE BUYER HEREBY ACKNOWLEDGES that prior to the signing and presentation of this Offer the Buyer has reviewed with his/her salesperson the Buyer's need to include the following conditions into this Agreement and has also discussed the consequences to the Buyer if it is his/her decision not to include same: Condition pertaining to Buyer obtaining financing for the subject property; Condition pertaining to Buyer obtaining a building inspection or termite report of the subject property; Condition pertaining to the sale of the Buyer's current property; and a Condition pertaining to the arranging of insurance on the real property. The Buyer acknowledges that he has relied entirely upon his own inspection and investigation with respect to quantity, quality and value of the property. Buyer hereby releases Sage Real Estate Ltd., Brokerage from any and all claims resulting from his/her decision not to include any or all of the above conditions in this agreement. The Buyer further acknowledges that a Seller Property Information Statement on the subject property may not be available. At such time as this Agreement becomes firm and binding the Buyer undertakes to complete all his/her obligations contained herein including completion of the agreement itself.

THE BUYER HEREBY AGREES not to transfer or assign any of the Buyer's rights under this agreement to any other person or party without the prior written express consent of the Seller.

THE BUYER ACKNOWLEDGES that the real property, together with any included fixtures and chattels are being sold on an "as is, where is" basis. There are no conditions, warranties, guarantees, or representations either expressed or implied, concerning the state, quality or condition in, on, or of the property, including improvements thereupon, any fixtures and chattels forming part of this agreement, unless stated otherwise in this agreement.

THE SELLER WARRANTS that the property will be delivered to the Buyer in broom-swept condition, and that any and all debris will be removed from the property before completion of this agreement.

NOTWITHSTANDING as may be otherwise indicated elsewhere in this Agreement, the Buyer (through their Solicitor) shall pay the balance of the purchase price, subject to the usual adjustments, by wire transfer (where possible) or by direct deposit into the Seller's Solicitor's trust account and any such transfer or deposit shall be accompanied by written confirmation of such transfer or deposit, together with a copy of any applicable bank draft or certified cheque, sent by email or fax to the Seller's Solicitor.

THE BUYER AND SELLER AGREE that at completion of this agreement the keys to the property shall be left in a lock box at the property and the code to same will be provided to the Buyer's lawyer in escrow, pending completion of the agreement.

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

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):





The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2024, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

**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:** ..... **Poonam Muti** & ..... **Jason Roland Leliever** .....

for the property known as **123** ..... **Holland Park Avenue** ..... **Toronto** .....

On **M6E 1L5** ..... dated the ..... day of ....., 20.....

**FOREIGN BUYER BAN:**

(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 because of the Buyer being prohibited from purchasing residential property under the Foreign Buyer Ban.

**VACANCY HOUSING TAX (MUNICIPAL):**

If the Property is located within a region subject to a vacancy tax (the "Vacancy Tax"), including but not limited to the Toronto Vacant Home Tax, the Seller shall deliver to the Buyer on or before closing an affidavit sworn by the Seller confirming one of the following pertaining to the use of the Property in the year preceding the Completion Date:

- 1) the Property was occupied by the Seller as their principal residence or by another permitted occupant as that person's principal residence for six months or more of the taxation year and the Seller's declaration filed with the relevant governmental authority is true and correct, OR
- 2) that the Property was not occupied by the Seller or another permitted occupant for six months or more of the taxation year and that all vacancy taxes have been paid in full and the Seller's declaration filed with the relevant governmental authority is true and correct. Proof of such payment is attached as Schedule 'C', OR
- 3) that the Property was not occupied by the Seller, or another permitted occupant for six months or more of the taxation year but the Property is exempt from the vacancy tax and that no tax is owing and the declaration filed with the relevant governmental authority is true and correct. In the event the Seller does not provide one of the above statements, the Buyer's lawyer shall be entitled to withhold an amount necessary to pay the tax.

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

**INITIALS OF BUYER(S):** 

**INITIALS OF SELLER(S):** 



The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2024, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.