

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:** Martina Benaissa & Youcef Benaissa

for the property known as 641 Bathurst Street Toronto

ON M5S 2R2 dated the day of, 20.....

1. The Seller and Buyer agree and/or acknowledge that no information provided by Freeman Real Estate Ltd., Brokerage is to be construed as expert legal, financial, tax, building condition, construction, environmental or other professional advice and that they have had the opportunity to consult with any such professional advisers prior to signing this Agreement.

2. The Seller and the Buyer agree and/or acknowledge that all measurements and information provided by Freeman Real Estate Ltd., Brokerage in the MLS listing, feature sheet, pre home inspection report, laneway feasibility report (if provided) and all other marketing materials have been obtained from sources deemed reliable, however, they have been provided for information purposes only and as such, Freeman Real Estate Ltd., Brokerage does not warrant their accuracy. The Buyer is advised to verify any measurements or information upon which he or she is relying.

3. The Buyer acknowledges that the City of Toronto has implemented a Toronto Land Transfer Tax (TLTT) which will be levied in addition to Provincial Land Transfer Tax, and further acknowledges that this tax, if applicable, will be at the Buyer's expense on closing.

4. The Seller and Buyer hereby acknowledge that federal regulations require the Seller and Buyer to present valid government issued identification to their respective real estate sales representatives no later than the time of acceptance of this Agreement of Purchase and Sale.

5. Where a Brokerage represents both the Seller and the Buyer (multiple representation), and unless otherwise indicated (by the buyer or seller or both the buyer and seller) the Buyer and Seller consent to authorize the Brokerage to be agent for both the Buyer and Seller for the purpose of giving and receiving notices.

6. The Buyer/Lessee agrees to provide deposit(s) as a certified cheque, draft or wire. In the event of a wire the Buyer /Lessee or the Co-operating Broker agrees to pay the \$20.00 service charge levied by the bank. The Buyer/Lessee agrees to add an additional \$20.00 to the wire transfer total amount. In the event the service fee is not added to the wired amount by the Buyer/Lessee, the Co-operating Broker acknowledges and understands that the \$20.00 service fee will be taken off the commission payable to their Brokerage.

7. The Buyer acknowledges that should the transaction result in a mutual release and a deposit has been given and is to be returned to the Buyer, Freeman Real Estate Ltd., Brokerage will have thirty (30) days to guarantee the security of the funds before releasing the deposit funds to the Buyer. This policy is in place on the advice of the banking system to protect your trust deposit from fraud.

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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Schedule B
Agreement of Purchase and Sale

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

BUYER:, and

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8. The Buyer acknowledges that a Home Inspection Report & Laneway Feasibility Study, if provided by the Seller and the Listing Broker, was ordered and obtained for their purposes. Neither the Seller nor the Listing Broker make any representations or warranties regarding the report or its contents. Any reliance on this report is at the Buyer's risk. The Seller and the Listing Broker recommend that the Buyer obtain an independent Inspection from an accredited Home Inspection Company.

9. The Buyer agrees and acknowledge that all access visits (if any) will be held to a maximum of one (1) hour in duration, will be accompanied by their Agent at all times and will be arranged with not less than 24 hours' notice.

10. The Buyer acknowledges that the Seller, Listing Broker and Co-operating Broker are making no representations with regards to zoning by-laws, building code, fire code and electric retrofit requirements of the property's current permitted legal use, as well as any proposed or future use by the Buyer. The Buyer agrees to hold the Seller, Listing Broker and Co-operating Broker harmless from any and all liabilities arising from the Buyer's use of the property. The Buyer acknowledges that it is the Buyer's responsibility to satisfy him/her regarding these matters.

11. The Seller represents and warrants that during the time the Seller has owned the property, the property and the buildings and the structures thereon have not been used for any criminal use or activity, including a marijuana grow operation or a drug laboratory, and that to the best of the Seller's knowledge the property and the buildings and structures thereon have never been used for any criminal use or activity.

12. The Parties to this Agreement of Purchase and Sale acknowledge that Freeman Real Estate Ltd, Brokerage has recommended that they obtain advice from their legal counsel prior to signing this document. The Parties further acknowledge that they have had the opportunity to consult with their legal representative prior to signing this document.

13. The Buyer hereby acknowledges that the subject property may be listed/designated as an Heritage property and /or may be located in a Heritage Conservation District subject to the provisions of the Ontario Heritage Act. The Buyer acknowledges that the Seller has made this disclosure. The Buyer accepts the property with this designation and agrees to proceed with the completion of this transaction.

14. The Seller represents (if a multi unit property) and the Buyer acknowledges that he is not buying a legal multi family home that conforms to zoning, current building, fire and electrical codes. The Buyer acknowledges that the Seller has made this disclosure. The Buyer accepts this property in its current state and agrees to proceed with the completion of this transaction.

15. The parties hereto consent and agree to the use of electronic signature pursuant to the Electronic Commerce Act 2000. S.O., c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.

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INITIALS OF SELLER(S):



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16. The Seller warrants that all personal belongings (in a non tenanted property) shall be removed from the property, that the property will be left in a broom swept condition, and that all items will be removed from the grounds and the curb prior to closing.

17. Seller agrees to provide all manuals and warranties in their possession at the time of closing, if any, for all the chattels and fixtures included in this agreement.

18. The parties hereto consent and agree that any closing documentation may be executed remotely utilizing video conferencing which may include the use of electronic signatures pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time.

19. The Buyer acknowledges that the number of possible parking spaces outlined on the MLS listing is subject to the size of the vehicle(s) parked, and further acknowledges it is in the Buyer's sole responsibility to complete their own due diligence concerning the number of parking spaces prior to submitting an offer to purchase.

20. The Seller shall deliver to the Buyer on or before closing a copy of the declaration filed with the relevant governmental authority confirming the property was not declared vacant in the year 2022, together with an affidavit sworn by the Seller confirming that the contents of the declaration are true. The Seller shall be liable for any Vacancy Tax levied against the Property, if applicable.

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