

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: DOROTHY ADRIENNE BANBURY

for the property known as 50 Market Street 105 GANANOQUE

ON K7G 2M3 dated the day of, 20.....

The parties acknowledge and agree that all closing documentation can be signed electronically and forwarded by email or fax in accordance with the Electronic Commerce Act, 2000, S.O.2000,c.17

The parties agree that the keys to the property shall be left in a lock box at the property and the code to the same is to be provided to the Buyer's lawyer in escrow pending closing of this transaction.

In accordance with the Federal Privacy Act (PIPEDA) the Buyer and Seller hereby consent and agree to permit the Listing & Selling Brokerage to distribute and use sale related information regarding the subject property on marketing materials, newsprint, website, and social media which may include the property address, list price, sale price, number of offers and photos.

The Buyer agrees to take possession of any chattel or anything else left in, on, or around the property on closing.

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.

The Seller covenants not to disclose, nor direct or allow their brokerage to disclose, the whole or any part of the detail or content of this offer to any person prior to acceptance. The Seller may disclose, or direct or allow their brokerage to disclose, the whole or any part of the detail of this offer to any person or entity expressing an interest in offering on the property before the waiver or fulfillment of all conditions contained therein.

Legal Description: UNIT 5 LEVEL 1 LEEDS CONDOMINIUM PLAN NO. 9 LOTS 537, 538, 1051, 1052 AND PT LOTS 536, 1044, 1045, 1046, 1047 AND 1053 PLAN 86 W OF GANANOQUE RIVER 1 TO 6, 28R5253 MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LR175889 AMENDED BY LR176811 EXCEPT PT 2, 28R6553 AND LR192089 AMENDED BY LR267056; GANANOQUE

The parties acknowledge that the Declaration for Leeds Condominium Corporation No. 9 registered as Instrument No. LR175889 indicates that the parking units for the Condominium are exclusive use common elements, that the Court Order registered on title as Instrument No. LR250587 indicates the exclusive use parking spaces for Unit 1, Level 1 as being P3 Level 1 and P56 Level 1 and that notwithstanding the foregoing, the Condominium Corporation has advised they are not operating the parking spaces as exclusive use common elements and that all owners of units within the Condominium park in any parking space they so choose. The Buyer further acknowledges that the Seller makes no representations of warranties with respect to the availability of parking spaces for the condominium unit as the Condominium Corporation's operation of the exclusive use common elements of the Condominium is inconsistent with what is provided for in the Declaration and Court Order and agrees that it shall not make any claims as against the Seller with respect to the parking unit(s) for Unit 5 Level 1.

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

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 