



# 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:** Margaret Teresa Morris .....

for the property known as 25 Mount Forest Drive Brampton

On L6Z2A7 ..... dated the ..... day of ....., 20.....

The Seller CAN NOT and WILL NOT warrant any conditions such as, but not limited to:

- The property contains no UFFI
- Sanitary Systems
- water Supplies
- Past and future uses of the property up to an including any events that may or may not have taken place at the property.

Please delete and initial the UFFI clause on all offers presented to the Seller for consideration.

The minimum irrevocable period on all offers must be 72 hours (excluding non-banking days ) with the expiry date and time falling on a regular business day and within the hours of 9 am and 4 pm.

1) The Buyer acknowledges that The Bank of Nova Scotia Trust Company and / or Margaret Morris make no representations and/or warranties with respect to the state of repair of the premises, appliances and other inclusions and the Buyer accepts the property, the buildings/structures, appliances and other inclusions thereon in their Present state and in an "as is" condition.

2 ) the Buyer warrants and represents that they are not an employee, officer, director nor a member of such person's immediate family of THE BANK OF NOVA SCOTIA or any affiliate thereof or acting on behalf of any such person.

3) the Buyer warrants and represents that they are an individual- or entity considered AT ARM'S LENGTH from the Testator, the Executor and /or The Estate nor a member of such Person's immediate family.

Confirmation of points 1) to 3) inclusive from the Offeror should be submitted at the same time of presenting the offer to purchase.

The Seller will not accept and review any offers that the acceptance date has expired.

The buyer agrees that Scotia Trust has no knowledge of UFFI and will not provide any warranties or representations pertaining to UFFI on the property.

The purchaser hereby confirms that he/she is not an employee, officer, director, nor a member of such person's immediate family of the Bank of Nova Scotia Trust Company or the Scotia Bank group of companies or any affiliate thereof, or acting on behalf of any such person.

The buyer acknowledges that there are no warranties or representations express or implied with respect to fitness for purpose, condition, quality, zoning, lawful use of the property, or any chattels and fixtures included in this agreement of purchase and sale. All chattels, appliance, fixtures, mechanical, electrical, heating, ventilation, air conditioning systems (if present), elevators (if present), sprinkler systems (if present),boilers (if present), and all other equipment on the real property are in "as is" condition unless otherwise stipulated.

The buyer hereby acknowledges that the Seller makes no representations and / or warranties with respect to the state of repair of the premises and the Buyer accepts the property and building and structures thereon in their present state and in "as is" condition.

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

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 