

# Schedule \_\_\_\_\_ 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:** .....

for the property known as .....

..... dated the ..... day of ....., 20.....

**NEW BUILD - ALL CLAUSES BELOW**

The Seller agrees to provide to the Buyer within 3 days of acceptance of this offer a copy of the existing survey

The Seller warrants and represents that he obtained all necessary permits from the City for all demolition, construction, plumbing, heating, electrical and mechanical work carried out regarding the house and that same have been complied with and will be cleared and or satisfied as required on or before 2 weeks before title search. This warranty and representation shall not merge on closing and shall survive same and shall continue in full force and effect thereafter.

The Seller agrees to deliver to the Buyer and/or assign within 3 days of acceptance of this Offer, all permits, any agreements with adjoining land owners, and documentation pertaining to the demolition, agreements, and any and all other relevant information pertaining to new construction and general redevelopment of the subject property in the possession of the Seller. As well, any plans, drawings or renderings which are the property of the Seller

The Seller hereby warrants and guarantees that for a period of one (1) year from the date of closing the building erected on the property shall:

Be free from any defects in materials and/or workmanship. Without restricting the generality of the foregoing this shall include caulking, windows and doors so that the building envelope prevents water penetration, defects in materials and or workmanship in the electrical, plumbing, and heating delivery and distribution systems, defects in materials and/or workmanship which result in detachment or deterioration of exterior cladding.

Be free from any defects in the major structural components.

If any repair is required to be made in accordance with this warranty and guarantee the Seller shall upon notice from the Buyer effect the repair promptly at his expense in a good an workman like fashion using materials consistent with the quality of the building.

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### TARION WARRANTY - CLAUSE

The Seller warrants and represents that on or before the closing date of this transaction, he will:

register under the Ontario New Home Warranties Plan Act and will obtain an Enrollment of Home Certificate for the residence to be erected on the property;

ii) provide a copy of the Enrolment Certificate and Enrolment Number to the Buyer's solicitor prior to closing, and

iii) complete the Ontario New Home Warranties Certificate of Completion and Possession.

The Seller (or his representative) and the Buyer agree to meet during the SEVEN (7) day period immediately prior to the closing of this transaction to inspect the dwelling and will complete the Certificate of Completion and Possession required to be completed pursuant to the provisions of the Ontario New Home Warranty Plan Act. The said Certificate shall set out any uncompleted building items and shall constitute the Seller's undertaking and obligation to complete the said uncompleted building matters. The Seller shall complete such items as are contained in the Certificate of Completion and Possession as expeditiously as is reasonably possible. The Seller shall have the right, upon notice to the Buyer, to enter upon the property after completion in order to complete such items as are included in the Certificate of Completion and Possession.

### WETT (WOOD ENERGY TECHNOLOGY TRANSFER) - WOOD FIREPLACE - CONDITION

This offer is conditional upon the Buyer obtaining at the Buyer's expense a Wood Energy Technology Transfer (WETT) inspection, and obtaining a report satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the buyer gives notice in writing to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto within Five (5) banking days (excluding Saturdays, Sundays and Statutory Holidays) after acceptance of this offer, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

### WETT (WOOD ENERGY TECHNOLOGY TRANSFER) - WOOD FIREPLACE - CLAUSE

The Seller agrees to at the Seller's expense obtain a Wood Energy Technology Transfer (WETT) inspection, and obtaining a report satisfactory to the Buyer within 3 weeks prior to Title Search Date. The Seller agrees to provide the report to the Buyer within the time period state above.

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**ADVANCE / POSTPONE CLOSING DATE - BY BUYER ONLY**

Notwithstanding the completion date set out in this Offer, the Buyer may (advance/postpone) \_ the completion date of the transaction by not more than (# of)\_ days, by giving written notice of the amended completion date to the Seller or the Seller's Solicitor at least (# of)\_ days in advance of the earlier of the completion date set out herein and the amended completion date.

**CONDITION OF BUYER SELLING A PROPERTY - CONDITION**

This offer shall be conditional until \_\_\_\_\_ (a.m/p.m.) upon the Buyer selling a property known municipally as \_\_\_\_\_. It is agreed that upon the Buyer entering into a firm agreement of purchase and sale this condition shall be waived and this agreement shall become firm and binding as between the parties. In the event the above-noted property does not sell within the above-noted time period, then this agreement shall become null and void and the deposit returned to the Buyer without deduction and with interest, if applicable.

**ESCAPE CLAUSE - CLAUSE (SOMETIMES INCLUDED WITH ABOVE CONDITION)**

Provided that the Seller may continue to offer the subject property for sale and in the event that the Seller receives another offer acceptable to the Seller and so notifies the Buyer in writing (Buyer hereby acknowledges and accepts that such notice will be good and sufficient if delivered personally or by electronics transmission to the place of business of the co-operating broker), the Buyer shall have 72 hours from the receipt of such notice to waive the condition relating to the sale of \_\_\_\_\_, Toronto, in writing delivered to the Seller or the Seller's agent, failing which this Agreement shall become null and void and the deposit shall be returned to the Buyer without deduction or interest.

**SELLER STAYS IN PROPERTY AFTER CLOSING**

Notwithstanding the completion of this transaction it is agreed that the Seller may continue to occupy the subject property on the following terms and conditions.

The Seller shall be entitled to occupy the property from the date of completion until \_\_\_\_\_ ("Occupancy Period").

During the Occupancy Period the Seller shall pay the Buyer an occupancy fee of \$ \_\_\_\_\_, which amount shall be adjusted shall be adjusted in favour of the Buyer on completion.

During the Occupancy Period the Seller shall pay and be responsible for all cost related to the occupancy of the property, including but not restricted to telephone, utilities, cable, internet, landscaping and snow removal (if applicable).

The Seller shall maintain contents and general liability insurance.

The Buyer shall maintain fire, liability and all perils insurance during the occupancy period.

The Seller agrees to vacate the property and the end of the Occupancy Period shall leave the property in a broom swept condition.

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**FURTHER DEPOSIT - BY A CERTAIN DATE**

The Buyer agrees to pay a further sum of \_ (\$ \_), to \_, by negotiable cheque, not later than \_ p.m. on \_, as a supplementary deposit to be held in trust in the same manner as the initial deposit pending completion or other termination of this Agreement. This amount is to be credited towards the purchase price on completion of this transaction.

**FURTHER DEPOSIT - UPON REMOVAL OF ALL CONDITIONS**

The Buyer agrees to pay a further sum of \_ (\$ \_), to \_, by negotiable cheque, at the time of notification of fulfilment or removal of all conditions, as an additional deposit to be held in trust pending completion or other termination of this Agreement. This amount is to be credited towards the purchase price on completion of this transaction.

**CONDITION OF BUYER GETTING INSURANCE - CONDITION**

This offer is conditional on the Buyer arranging insurance for the property satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the buyer gives notice in writing to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto within Five (5) banking days (excluding Saturdays, Sundays and Statutory Holidays) after acceptance of this offer, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

**SELLER WILL PROVIDE ALL SECURITY CODES**

The Seller agrees to provide to the Buyer on or before closing any security codes necessary in order to control any security system or devices within or upon the property.

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### SELLER WARRANT ENVIRONMENTAL LAWS AND REGULATIONS

The Seller represents and warrants to the best of the Seller's knowledge and belief that during the period of his ownership of the property, that all environmental laws and regulations have been complied with, no hazardous conditions or substances exist on the land, no limitations or restrictions affecting the continued use of the property exist, other than those specifically provided for herein, no pending litigation respecting Environmental matters, no outstanding Ministry of Environment Orders, investigations, charges or prosecutions regarding Environmental matters exist, there has been no prior use as a waste disposal site, and all applicable licences are in force. The Seller agrees to provide to the Buyer upon request, all documents, records, and reports relating to environmental matters that are in the possession of the Seller. The Seller further authorizes (insert appropriate Ministry), to release to the Buyer, the Buyer's Agent or Solicitor, any and all information that may be on record in the Ministry office with respect to the said property. The Parties agree that this representation and warranty shall form an integral part of this Agreement and survive the completion of this transaction, but apply only to circumstances existing at completion of this transaction.

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