

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: Mario Vacirca Barbara Nora Vacirca

for the property known as 40 First Avenue Wellington

ON 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 addition to any other provision in this Agreement or any Schedule thereto the parties agree that any deposit to be delivered by the Buyer to the Deposit Holder may be delivered by Electronic Funds Transfer (EFT) to an account designated by the Deposit Holder. Provided further that the Buyer making the EFT shall, with respect to the said EFT, provide such information to the Deposit Holder as required by the Deposit Holder to comply with the requirements of the Real Estate and Business Brokers Act, 2002, as amended from time to time and or to comply with other relevant statutory requirements.

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

Buyer and Seller agree that if the Buyer or Seller is unable to complete this transaction due to: 1. the Buyer's bank and/or mortgage lender temporarily ceasing operations; and/or 2. the Seller's bank and/or mortgage lender temporarily ceasing operations; and/or 3. the Land Registry Office and/or the electronic land registration systems temporarily ceasing operations; then the date of completion shall be extended to a date that is two (2) days (excluding Saturdays, Sundays, statutory holidays, civic holidays and any other day the Province of Ontario has elected to close for business) following the date when the operations by the bank and mortgage lender and the Land Registry Office and the electronic land registration systems are available. Provided further that if such delay exceeds forty five (45) days from the date of completion originally agreed to in this Agreement of Purchase and Sale, or any schedule thereto, either party may terminate this agreement upon notice in writing to the other party or their lawyers, whereupon this agreement shall become null and void and the Deposit shall be returned to the Buyer forthwith without penalty or deduction. For purposes of this clause bank and mortgage lender shall mean any corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company.

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

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 