

Schedule <u>C</u> Agreement of Purchase and Sale



Form 105 for use in the Province of Ontario

This Schedule is affached to and forms part of the A	greement of Purchase and Sale between:		
BUYER:			, and
SELLER: Erin Peebles			
for the property known as 629 Windermere A	venue, Toronto, ON, M6S 3L9		
	dated the	day of	, 20

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

Notwithstanding anything in the preceding attached printed form to the contrary, the following terms and conditions shall apply to the Agreement of Purchase and Sale.

LEGAL DESCRIPTION:

PT LT 42 PL 987 WEST TORONTO JUNCTION AS IN CA685597; CITY OF TORONTO

CHATTELS INCLUDED:

All Electric Light Fixtures, All window coverings except as per below, All Appliances: Stainless Steel Liebherr Fridge, Stainless Steel Wolf Gas Stove, Stainless Steel Microwave, Stainless Steel Bosch Dishwasher, White Miele Clothes Washer & Dryer, White Freezer in Basement. Gas Burner and Equipment. Central Air Conditioning. Ductless AC Wall Unit. Hot Water Tank (rented).

CHATTELS EXCLUDED: Bar fridge in basement, TV and Wall Mount in Living Room, All Curtains in bedrooms and living room.

The buyer acknowledges that the city property taxes for 2019 are \$6015.13.

The buyer acknowledges that the hot water tank is rented for \$15.99 plus HST per month.

It is understood and agreed the Buyer shall upon acceptance of this Agreement of Purchase and Sale (a) Deliver a certified cheque or bank draft to Royal LePage Real Estate Services Ltd on account of the deposit or (b) Deliver an uncertified cheque and then exchange it for a certified cheque or bank draft by 7pm on the first business day following acceptance, failing which the Seller reserves the right in his sole discretion to declare this Agreement of Purchase and Sale null and void by giving notice by email, fax or hand delivery to the Buyer or his agent.

The Seller represents and warrants that during the time the Seller has owned the property, the use of the property and the buildings and structures thereon has not been for the growth or manufacture of any illegal substances, and that to the best of the Seller's knowledge and belief, the use of the property and the buildings and structures thereon has never been for the growth or manufacture of illegal substances. This warranty shall survive and not merge on the completion of this transaction.

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



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The Seller represents and warrants that the chattels and fixtures as included in this Agreement of Purchase and Sale will be in proper working order and free from all liens and encumbrances on completion. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to the state of the property at completion of this transaction.

It is understood and agreed that access visits will be no more than 1 hour in length at mutually agreed upon times and will exclude the period 3 business days prior to closing. This will be in addition to any mortgage related inspection by an appraiser.

The Parties to this Transaction hereby give consent and authorize the Listing Broker involved in the sale of the property herein to market their services to the general public by advertising the sale of the property (including the sale price) and the Listing Broker's involvement in the sale of the property.

The Buyer acknowledges that the Features Sheets and marketing materials provided by the Listing Broker with respect to this property were ordered and obtained for their respective purposes. The Listing Broker makes no representations or warranties regarding these materials and/or their content. Any reliance on the materials are at the Buyer's sole risk.

The Buyer agrees to indemnify and hold harmless the Seller, the Listing Broker and its Sales Representatives for any errors, omissions and any representations, express or implied, contained in the materials.

Buyer and Seller hereby acknowledge that the City of Toronto has implemented a new land transfer tax on all properties purchased in the amalgamated City of Toronto. This land transfer tax is in addition to the Ontario and Transfer Tax payable to the Province of Ontario.

For all purposes of this agreement, the terms "banking days" or "business days" shall mean any day other than Saturday, Sunday or Statutory Holidays in the Province of Ontario.

It is understood and agreed that upon closing, the Seller agrees to leave the premises debris free and in a clean and broom swept condition.

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

NITIALS OF BUYER(S):	INITIALS OF SELLER(

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