

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

**BUYER:** ....., and

**SELLER:** Marilyn Monk .....

for the property known as TH3 - 2067 Lake Shore Blvd West, Toronto, ON M8V 2B6 .....

..... 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.

UNIT 24, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 1454 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF LOT 25, PLAN 1176, DESIGNATED AS PART 1, PLAN 66R17038 (S/E PARTS 1 & 2, PLAN 66R18800), AND PART OF DUCK'S WATER LOT IN FRONT OF LOT 25, PLAN 1176, DESIGNATED AS PART 2, PLAN 66R17038, ETOBICOKE, CITY OF TORONTO ; S/T & T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NUMBER E585306.

UNIT 3, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 1454 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF LOT 25, PLAN 1176, DESIGNATED AS PART 1, PLAN 66R17038 (S/E PARTS 1 & 2, PLAN 66R18800), AND PART OF DUCK'S WATER LOT IN FRONT OF LOT 25, PLAN 1176, DESIGNATED AS PART 2, PLAN 66R17038, ETOBICOKE, CITY OF TORONTO ; S/T & T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NUMBER E585306.

**CHATTELS INCLUDED:**

All Electric Light Fixtures, All Window Coverings, All Appliances: Samsung Stainless Steel Fridge, Electrolux Stainless Steel Microwave, Bosch Stainless Steel Dishwasher, Stainless Steel Gas Cooktop with Double Oven and Griddle, Clothes Washer & Dryer. Brown cushions in breakfast area.

**CHATTELS EXCLUDED:** None.

The buyer acknowledges that the city property taxes for 2017 are \$4231.16. The buyer acknowledges that the property taxes as shown on the MLS listing are an estimate.

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.

**INITIALS OF BUYER(S):**

**INITIALS OF SELLER(S):**

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**BUYER:** ....., and

**SELLER:** Marilyn Monk .....

for the property known as TH3 - 2067 Lake Shore Blvd West, Toronto, ON M8V 2B6 .....

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

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. 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.

**INITIALS OF BUYER(S):** 

**INITIALS OF SELLER(S):** 