

# Schedule   c   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:** David Kwinter

for the property known as 393 403-393 King St E 403 Toronto, ON

M5A 1L3 dated the ..... day of ....., 20.....

**Balance of Purchase Price:**

The Buyer agrees to pay the balance of the purchase price, subject to the usual 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.

**Deposit:**

The Buyer agrees to provide the Listing Brokerage with the deposit in the form of a certified cheque, bank draft or money wire, within 24 hours of acceptance of this offer.

**Electronic Signature:**

THE BUYER AND THE SELLER AGREE that the transmission of offers, counter-offers, notices and other documents related thereto may be communicated by facsimile or e-mail. The Buyer and the Seller agree to treat said documents in the same manner as if the electronically transmitted documents were originals. 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.

**Right to Visit:**

The Buyer shall have the right to visit the property TWO (2) times prior to completion, and after the removal of any conditions within this Agreement of Purchase & Sale, for the purpose of measuring, getting estimates from contractors, etc., at mutually agreed upon time(s), provided that at least 24 hours' notice is given to the Seller. The Seller agrees to provide access to the property for the purpose of these visit(s). The visits will be limited to a maximum of 60 minutes each and the Buyer will be accompanied by their agent.

**Appraiser:**

The Seller hereby acknowledges that it may be a requirement of the Buyer's lender to have an appraiser access the entire subject property prior to closing. The Seller covenants and agrees to provide access for such purposes and further acknowledges that this may be in addition to the Buyer's specified visits contained herein.

**Business or Banking Days:**

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

**Date and Time Zone:**

IT IS UNDERSTOOD AND AGREED by both Seller(s) and Buyer(s) that for the purposes of clarification, all references made to irrevocable times and dates will be deemed to reflect Toronto, Ontario, Canada times and dates, and unless otherwise specified in this Agreement of Purchase and Sale, the timeframe for conditions will end at 8 pm Eastern on the date specified as the final day for each condition.

**Keys, Fobs or Access Cards, & Remotes:**

The Seller agrees to deliver to the Buyer on completion of this transaction any keys, fobs or access cards, garage door openers & remotes that pertain to this property.

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INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

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**Chattels & Fixtures in Good Working Order:**

The Seller represents and warrants that the chattels and fixtures as included in this Agreement of Purchase and Sale will be in 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.

**Mechanical in Good Working Order:**

The Seller represents and warrants that all included mechanical, electrical, heating, ventilation, air conditioning systems, air compressors, boilers, and all other equipment if any on their real property shall be in good working order on completion. The Parties agree that this warranty shall survive and not merge on completion of this transaction but apply only to those circumstances existing at the completion of this transaction.

**Vacant & Clean:**

THE SELLER WARRANTS that all personal possessions, debris and chattels not included in the purchase price will be removed from the subject property by the completion of this transaction and the subject property left in a broom swept manner.

**Representation Agreement(s):**

The Sellers(s) and Buyer(s) acknowledge that the types of representation as defined in the Real Estate and Business Brokers Act, 2002 were explained prior to the execution of this Agreement and the Confirmation of Co-operation and Representation was completed prior to the Agreement being signed. The Buyer(s) warrants they were never shown this property by any other Sales Representative or Brokerage and that they're under no obligation to another Sales Representative or Brokerage by having signed a Buyer Representation Agreement.

**Land Transfer Tax:**

Buyer acknowledges that the City of Toronto has introduced a land transfer tax that will be collected in respect of real estate transactions that close. The City of Toronto will collect the said land transfer tax at the time of closing. Buyer is advised to consult their own lawyer respect to the amount and collection of this tax.

**CVA Clause:**

The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage or Salesperson, as a result of any changes in property tax as a result of re-assessment of the property.

**PIPEDA:**

In accordance with the Federal Privacy Act (PIPEDA), parties to a transaction must consent to the publication and distribution of the sale price of a property upon the acceptance of a firm Agreement of Purchase and Sale. The Seller(s) and Buyer(s) agree that Broker Shane Carslake is authorized to advertise and discuss the sale price, and any and all information related to this property in any and all marketing materials and formats with other REALTORS and the public in promotion and conduct of their business.

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**Obtain Independent Professional Advice:**

The parties to this agreement acknowledge that Royal LePage Real Estate Services Ltd., Brokerage, and Broker Shane Carslake have recommended that the parties obtain independent professional advice and legal counsel prior to signing this document. The parties further acknowledge that no information provided by Royal LePage Real Estate Services Ltd., Brokerage, and Broker Shane Carslake is to be construed expert zoning, legal, financial, tax, building condition, construction, environmental or other professional advice and that they have had the opportunity to consult with such professional advisers prior to signing this Agreement.

**Errors, Omissions, and Expressions:**

THE BUYER ACKNOWLEDGES that the feature sheets, floor plans, marketing materials and any pre-inspection reports 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 is 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 expressions, express or implied contained in the materials.

**Measurements Have Not Been Verified:**

The Seller(s) and Buyers(s) acknowledge that all measurements and information provided by Royal LePage Real Estate Services Ltd., Brokerage, and Broker Shane Carslake (the "Brokerage") have not been verified by the Brokerage and that the Brokerage does not warrant the accuracy of the measurements nor make any representations or warranties regarding their accuracy. The Buyers(s) is advised to verify all measurements or other information upon which they are relying. The Buyers(s) accepts all measurements at his/her own risk.

**Lock Box:**

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.

**Inclusions:**

All appliances including fridge, dishwasher, oven, hood vent, hot water tank, stacked washer / dryer. All electric light fixtures, and ceiling fan. Tv wall mount on stone wall. Steel shelving and mirror in powder room.

**Exclusions:**

All furniture, Art, Staging

**Suite Legal Description:**

"UNIT 3, LEVEL 4, METROPOLITAN TORONTO CONDOMINIUM PLAN NUMBER 900 ; LTS 1 & 2 PL D12, PT 1 66R15630, AS FURTHER DESCRIBED IN SCHEDULE 'A' OF DECLARATION D200978 ; TORONTO , CITY OF TORONTO"

**Parking Legal Description:**

"UNIT 21, LEVEL A, METROPOLITAN TORONTO CONDOMINIUM PLAN NUMBER 900 ; LTS 1 & 2 PL D12, PT 1 66R15630, AS FURTHER DESCRIBED IN SCHEDULE 'A' OF DECLARATION D200978 ; TORONTO , CITY OF TORONTO"

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