

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

BUYER:, and

SELLER: Sara D'Elia

for the property known as 39 Standish Avenue Toronto

ON M4W 3B2 dated the day of, 20.....

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, by bank draft or certified cheque, to the Seller on the completion of this transaction.

Legal Description: PT LT 22 BLK C PL 920 TORONTO (ROSEDALE) AS IN CA538017 S/T & T/W CA538017; TORONTO , CITY OF TORONTO

The Right of Way is shown on the survey (see attached)

The Seller and the Buyer agree and/or acknowledge that the Buyer will either:

- a) Deliver a certified cheque or bank draft Harvey Kalles Real Estate Ltd., Brokerage on account of the deposit together with this Agreement or
- b) Deliver an uncertified cheque on account of the deposit together with this Agreement and then deliver a certified cheque or bank draft to Harvey Kalles Real Estate Ltd., Brokerage account of the deposit prior to 5:00 p.m. on the first banking day following the date upon which this offer is accepted. Upon receipt of the certified cheque or bank draft, Harvey Kalles Real Estate Ltd., Brokerage will return the uncertified deposit cheque to the Buyer.

The parties to this Agreement acknowledge that Harvey Kalles Real Estate Ltd., ("the Brokerage") maintains an Interest Bearing real estate Trust Account which currently earns interest at a rate of 1.2% per annum. The Brokerage calculates and disburses all interest earned to the beneficial owner of the trust money ("the Recipient"). Unless otherwise indicated in the Agreement of Purchase and Sale/Lease Agreement, the Recipient of any interest on trust monies is the Buyer/Tenant in this transaction. The interest earned is paid to the Recipient minus one Administrative Fee of \$250 per transaction. In the event the interest earned equals or does not exceed the Administrative Fee, the Administrative fee will not be charged to the Recipient and no interest will be paid and no statement of accounting will be provided. No interest shall be paid on the deposit after the date set for closing.

In the event the interest exceeds the Administrative Fee, the Recipient will be paid the amount of interest earned less the Administrative Fee and the Recipient will be provided with a statement of accounting. Where the deposit is from a private individual (not a corporation), the Recipient agrees to provide the Brokerage with a Social Insurance Number and mailing address for Income Tax purposes no less than 14 days prior to the closing of this transaction.

For the purposes of this Agreement, the terms "banking days" or "business days" shall mean any day other than a Saturday, Sunday, or a Statutory Holiday in Toronto, Ontario, Canada. Notices to be received by Listing Brokerage/Seller no later than 11:59pm.

The Seller and the Buyer agree and/or acknowledge that no information provided by Harvey Kalles Real Estate Ltd., Brokerage is to be construed as expert legal, financial, tax, building condition, construction, environmental or other professional advice and that they have had the opportunity to consult with any such professional advisers prior to signing this Agreement.

The Buyer and Seller acknowledge that the types of representation as defined in the Trust in Real Estate Services Act, 2002 were explained prior to the execution of this Offer and the Confirmation of Co-operation and Representation was completed prior to the Offer being signed by the Buyer and reviewed and signed by the Seller.

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

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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Schedule B
Agreement of Purchase and Sale

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The Seller and the Buyer agree and/or acknowledge that all measurements and information provided by Harvey Kalles Real Estate Ltd., Brokerage in the MLS listing, feature sheet and any other marketing materials have been obtained from sources deemed reliable, however, they have been provided for information purposes only and as such, Harvey Kalles Real Estate Ltd., Brokerage does not warrant their accuracy. The Buyer is advised to verify any measurements or information upon which they are relying.

The Buyer further acknowledges that all chattels and fixtures shown in the photographs accompanying the feature sheet prepared for the property may not form part of the fixtures and chattels included in this transaction.

The Buyer may visit the property two (2) times, each that will last to a maximum of one (1) hour, prior to closing at mutually agreeable times. During these visits, the Buyer shall be permitted to take measurements and to bring consultants to obtain quotations. The Seller(s) acknowledges that in addition to the above number of visits, the bank may require an additional visit for the purpose of a bank appraisal. The Seller(s) agrees to allow the bank appraiser access to the property for this additional visit, if applicable.

The Listing and Selling Brokerages, Buyer and Seller acknowledge that the property is being listed and purchased in "AS IS" condition, and that the Buyer has had the opportunity to review the Seller's Pre-home inspection provided by National Home Inspection prior to presenting this Agreement of Purchase & Sale. The Seller shall not be responsible for the rectification of anything respecting to the physical condition of the real property including but not limited to the mechanical, electrical, heating, ventilation, air conditioning systems, roofing and all other equipment on the real property including but not limited to the inclusions listed below nor shall the Buyer be entitled to any abatements of the purchase price or any holdbacks.

The Buyer shall have no right to submit any requisitions with respect to work orders or deficiency notices from any government authority. This shall include, without limiting the generality of the foregoing, any open Building Permits, any Active Investigation Files, any Fire Department Orders, as well as any current Orders or directives from the Landlord and Tenant Board.

Upon waiver of all conditions, if any, it is hereby agreed that in the event the Buyer does not complete this transaction in accordance with its terms and conditions and in the absence of any default by the Seller, the initial deposit herein shall become non-refundable to the Buyer, and as hereinafter set out shall be paid to the Seller. The parties agree and hereby instruct Harvey Kalles Real Estate Limited, Brokerage, the deposit holder herein, that in the event the Buyer does not complete this transaction as aforesaid, to forthwith release the deposit to the Seller upon receipt of written notice from the solicitors representing the Seller that the buyer has breached his/her obligation to complete the transaction in accordance with its terms. It is further agreed that in the event of a breach by the Buyer as aforesaid this Agreement shall be at an end and the Seller may proceed to re-sell the property.

The Buyer Agrees to assume any rental contracts (if any) that are associated with the property.

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Notwithstanding as may be otherwise indicated elsewhere in this Agreement, the Buyer (through their Solicitor) shall pay the balance of the purchase price, subject to the usual adjustments, by wire transfer where possible or by direct deposit into the Seller's Solicitors' trust account and any such transfer or deposit shall be accompanied by written confirmation of such transfer or deposit (along with copy of bank draft or certified cheque, if applicable) sent by email or fax to the Seller's Solicitor.

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 at completion of this agreement 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.

The Seller represents and warrants and will provide proof prior to closing that they have filed the required declaration re vacancy prior to February 2, 2023 with the City of Toronto, confirming the property was occupied at least 6 months in 2022 and will indemnify and save harmless the buyer with any penalties or taxes payable in the event the declaration was not filed. In this regard, the Buyer may hold back 1% of the last assessed value of the property at closing until the declaration is provided.

The Buyer and Seller hereby agree to allow the Listing and Selling Brokerages to use this property in future marketing material.

The Buyer acknowledges that he has reviewed all current and pending Governmental and quasi- Governmental rules, regulations, zoning By-laws, and retrofit requirements as they relate to both the current permitted use of any of the units in the subject property including but not limited to the basement, as well as to any proposed or future use by the Buyer (including, without limitation, multiple family occupancy, alteration to existing structures, demolition, or new construction), and the Buyer further acknowledges that the Seller and the Listing Broker are making no representations or warranties in this regard, and the Buyer agrees to release and hold the Seller and Listing Broker, and Co-operating Broker harmless from any and all liabilities arising from the Buyer's use of the subject Property.

The Buyer understands, acknowledges and accepts that, notwithstanding anything stated to the contrary in this Agreement of Purchase and Sale, any existing survey of the subject property in Seller's possession and attached to this Agreement of Purchase and Sale is not an up to date survey of the subject property and may not show the current dwelling situated on the property and/or any additions thereto and Buyer agrees to accept all existing structures, fences, gates, encroachments and landscaping features in their current positions.

Notwithstanding the foregoing, the Buyer agrees to proceed with the subject transaction and agrees not to raise any objections with respect thereto.

The Buyer acknowledges that no Declaration setting out the changes to the Property and structures thereon shown on the Survey shall be provided by the Seller.

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Seller represents and Buyer acknowledges that the parking space at front of the subject property may not be a legal front yard parking space. The Seller further represents and the Buyer acknowledges that the Seller and the property's previous owner have used the said front yard parking space without objection from any governmental authority.

The Buyer acknowledges that the Property is currently subject to a Month to Month Tenancy in the Basement of the Property. The Buyer represents, warrants and declares that they are purchasing the Property for ourselves OR for a Family Member (as defined in the Residential Tenancies Act) that requires the Rental Unit. Upon completion of the Agreement, we or the said Family Member shall occupy the Property as our Principal Residence for a period of at least one (1) year.

The Buyer shall provide the Seller, immediately upon the waiver of any conditions in this Agreement of Purchase and Sale, an Affidavit from the Purchaser, substantially in the form attached hereto as Schedule C.

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Inclusions/Exclusions:

Light Fixtures Included & Appliances (all units)
Commercial Maytag Washer & Dryer (shared laundry)

Unit #1

General Electric Refrigerator
General Electric Stove/Oven (wifi enabled)
TCL TV, Hisense TV
RYOBI Lawnmower
GreenWorks Snow Blower
Broil King BBQ (used once - purchased from the bay)
Fan Chandelier

Unit #2 - Second Floor

Frigidaire Refrigerator
Kenmore Stove/Oven
Moffat Dishwasher

Unit #3 - Basement Bachelor

General Electric Refrigerator
Hotpoint Stove/Oven

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