

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: Karen Echeverria Villatoro & Boris Villatoro

for the property known as 17 Teignmouth Ave Toronto

ON M6E1S4 dated the day of, 20.....

THE BUYERS ACKNOWLEDGE that, except as otherwise provided in this agreement, the property shall be sold and conveyed by the Sellers and accepted by the Buyers in "AS IS " condition without any warranty or representation whatsoever on the part of Sellers, express or implied, as to their condition, classification, past or present use, or merchantability, fitness or suitability for any particular purpose, use, design, construction or development, including without limitation any warranty or representation as to surface or subsurface condition, zoning, for purchaser's intended use of the property, and outstanding permits 05 107637 HVA 00 MS, 05 107637 BLD 00 SR, 05 107637 PLB 00 PS, and order number 21 224982 WNP 00 VI, it being agreed that, except for Sellers' representations and warranties subsequently included in this agreement, and referencing this clause, any and all such risks are to be borne by the Buyers and that the Buyers are relying solely on their own inspection and investigation of the property with respect thereto and not on any statement, representation or warranty made by the Sellers or anyone acting or claiming to act on behalf of the Sellers.

The parties to this Agreement acknowledge that the Province of Ontario has implemented "Current Value Assessment" ("CVA"). Any information made available by the Seller, or any Broker or Salesperson in connection with assessment or property tax information pre-dates CVA. There shall be no obligation of, claim made against any party hereunder, or any Broker or Salesperson referred to herein, arising out of, or in any way related to assessment or property tax information in connection with this said property.

In accordance with the Federal Privacy Act (PIPEDA), upon the fulfillment, removal of all conditions and the completion of this transaction of the attached agreement, all parties to this transaction consent to the publication and the distribution of the sale/lease price of this property. The Listing Broker and the Co-operating Broker are authorized to advertise and discuss the sale price with other realtors and the public in the promotion and conduct of their business. Such promotions shall not include mention of the names of the Seller or Buyer.

The Parties to this Agreement acknowledge that the real estate Brokers so named in this Agreement have recommended that the Parties obtain independent professional advice prior to signing this document. The Parties further acknowledge that no information provided by such real estate Brokers is to be construed as legal, tax or environmental advice.

For the purposes of this Agreement, the terms "banking/business days" shall be any day other than Saturday, Sunday or statutory holidays in the Province of Ontario.

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.

The Buyer acknowledges and accepts that any pre-listing Home Inspection report was performed by an independent third party and agrees to hold harmless the Seller, Listing Brokerage, Buyer Brokerage and Sales Representatives/Brokers for any errors, omissions, representations expressed or implied, contained in the home inspection report. The Buyer acknowledges that this clause does not create a condition and that this offer is firm and binding notwithstanding any issues arising from this inspection.

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

INITIALS OF BUYER(S):

○

INITIALS OF SELLER(S):

○

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: Karen Echeverria Villatoro & Boris Villatoro

for the property known as 17 Teignmouth Ave Toronto

ON M6E1S4 dated the day of, 20.....

THE BUYERS ACKNOWLEDGE that the multiple units located on the subject property may not comply with all Fire Code and Hydro Retrofit requirements and notwithstanding this representation agrees to accept title to the subject property.

Buyer agrees to assume the existing tenancies, which the Seller warrants are the only tenancies affecting the property. The tenancies are as follows:

The Seller represents and warrants that the MAIN FLOOR FRONT apartment is a month-to-month tenant at the rate of One Thousand Fourty Dollars (\$1,040.00) per month, payable on the FIRST day of each month. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to those circumstances at completion of this transaction.

The Seller represents and warrants that the MAIN FLOOR BACK apartment is a month-to-month tenant at the rate of One Thousand Three Hundred Fifty Dollars (\$1,350.00) per month, payable on the FIRST day of each month. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to those circumstances at completion of this transaction.

The Seller represents and warrants that the SECOND FLOOR apartment is a month-to-month tenant at the rate of Two Thousand Eight Hundred Fifty Dollars (\$2,850.00) per month, payable on the FIRST day of each month. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to those circumstances at completion of this transaction.

The Seller represents and warrants that the BASEMENT apartment is a month-to-month tenant at the rate of One Thousand Four Hundred Fifty Dollars (\$1,450.00) per month, payable on the FIRST day of each month. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to those circumstances at 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): 