

## SCHEDULE "B" TO THE AGREEMENT OF PURCHASE AND SALE

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

BUYER, \_\_\_\_\_, and  
SELLER,

For the Purchase and Sale of: 159 Macdonell Avenue, Toronto, ON M6R 2A4

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

LEGAL DESCRIPTION: PT LT 58 PL 452 PARKDALE AS IN CA728352; S/T & T/W CA728352; CITY OF TORONTO

CHATELS INCLUDED: Whirlpool stainless steel fridge, Whirlpool electric stove, Whirlpool stainless steel dishwasher, GE stainless steel stove, Whirlpool stainless steel dishwasher, Moffat stainless steel fridge, GE stainless steel stove, Whirlpool dishwasher, white fridge lower level, two Whirlpool washers, two Whirlpool dryers, two owned gas hot water heaters, two furnaces (gas separately metered) and two air conditioning units.

FIXTURES EXCLUDED: All items belonging to the tenants, custom wall mirrors.

It is understood and agreed that the seller provides no warranties or representations with respect to the condition of the property or any chattels or fixtures included.

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 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.

Business or banking day is defined as a day other than a Saturday, Sunday or statutory holiday.

Buyer agrees to assume the existing tenants on closing at the following rents: basement tenant at the rate of \$1,221.60 per month + utilities (month-to-month); first floor tenant at the rate of \$2,500 per month + utilities + \$200.00 per month for south parking space in garage (12 month lease ends January 31, 2021 then month-to-month); second/third floor tenant at the rate of \$3,461.20 per month + utilities (month-to-month).

The Buyer acknowledges there is no current survey for the property and also acknowledges that the lot dimensions provided by the listing brokerage were obtained from MPAC (Municipal Property Assessment Corporation).

The Buyer acknowledges that the Seller makes no representation with respect to government regulations, zoning by-laws and retrofit requirements as they relate to the legality of dwelling units (either current or future permitted use) including requirements for Certificates of Compliance and saves the Seller harmless with respect to same.

It is understood and agreed the BUYER shall upon acceptance of this Agreement of Purchase and Sale (a) Deliver a certified cheque, bank draft or send a wire transfer 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 or email receipt of wire transfer by 7:00 p.m. on the first business day following the date of 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 BUYER ACKNOWLEDGES that the Feature Sheets, 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 representations, express or implied, contained in the materials.

NOTICES: When not in multiple representation notices pursuant to this Agreement can be received by the SELLER electronically at [babiakoffice@gmail.com](mailto:babiakoffice@gmail.com)

Buyer(s) Initials \_\_\_\_\_

Seller(s) Initials \_\_\_\_\_

## Schedule \_\_\_\_\_

**This schedule must be included with all transactions in which Royal LePage Real Estate Services Ltd., Brokerage, will be the "Deposit Holder".**

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

**BUYER:** \_\_\_\_\_ **and**

**SELLER:** \_\_\_\_\_

for the property known as \_\_\_\_\_

dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

### Trust Deposit Interest Agreement and Direction

In accordance with Subsection 27 of the Real Estate and Business Brokers Act, 2002 (the "Act"), Royal LePage Real Estate Services Ltd., (the "Brokerage"), will be the Deposit Holder of the Buyer's deposit which is given to the Brokerage to be held in trust with respect to this Agreement of Purchase and Sale.

The parties to this Agreement of Purchase and Sale hereby acknowledge and agree that the Deposit Holder shall place the deposit in its interest bearing Real Estate Trust Account, which earns a variable interest rate of the Brokerage's bank's Prime rate minus 2 % per annum. The Deposit Holder shall pay interest at a rate of the Brokerage's bank's Prime rate minus 3.25% on the Buyer's deposit provided the amount of interest to be paid is equal to or greater than \$75.00. A Prime rate of 3.25% or less will yield 0% interest. The parties to this Agreement of Purchase and Sale hereby acknowledge and agree that the Deposit Holder shall be entitled to retain the difference between the interest earned on the Buyer's deposit and the agreed rate of interest payable and that the Deposit Holder shall be entitled to retain any interest payable which is less than \$75.00.

Subject to the terms above, the parties to this Agreement of Purchase and Sale further acknowledge and agree that the Deposit Holder shall only pay any interest it earns or receives on the Buyer's deposit if the deposit is \$10,000.00 or greater, is accompanied by the Buyer's Name and Social Insurance number and the Buyer's deposit is held for more than 30 consecutive days from the date the Buyer's deposit was deposited to the Brokerage's Real Estate Trust Account.

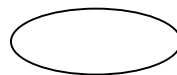
**This agreement and direction must be included in the Agreement of Purchase and Sale by attaching this form as a schedule. No interest will be paid in respect of deposits that do not qualify with the terms hereof.**

All interest generated by the Buyer's deposit that qualify for interest payment in accordance with the above paragraphs will be payable to the beneficial owner of the Buyer's deposit on completion of this transaction. The Buyer is deemed the beneficial owner of the Buyer's deposit until completion of the transaction.

As per Canada Revenue Agency, a T5 will be issued for the interest amount earned by the beneficial owner of the Buyer's deposit following the end of each calendar year. Any interest cheques issued and not negotiated within six (6) months from the date of issue shall be subject to an additional administration fee up to a maximum of \$75.00 or the value of the interest cheque.

**Buyer(s) would like Interest**-please initial in NO or YES.

**No**



Initial of Buyer(s)

**Yes**



Initial of Buyer(s)

**If deposit qualifies and Yes is selected by the Buyer, Buyer is required to provide their SIN # to the Deposit Holder. A form has been provided for your convenience on the next page, if required.**

Your initials acknowledge receipt of this disclosure and confirms your agreement and direction as to whether or not you would like to receive the interest earned on the deposit. The parties to this Agreement of Purchase and Sale hereby acknowledge and agree that the Brokerage shall be entitled to retain any interest earned or received **on the deposit if the conditions precedent to payment of interest have not been satisfied. This agreement and direction for interest on the deposit will supersede any existing disclosures found within this Agreement of Purchase and Sale.**

INITIALS OF BUYER(S)

INITIALS OF SELLER(S)

## SUBMISSION OF SOCIAL INSURANCE NUMBER-SALE

If interest is to be paid to the beneficial owner of the trust funds per the Trust Deposit Interest Agreement and Direction that forms part of the transaction indicated below, please complete this document and submit with the deposit cheque.

**BUYER:** \_\_\_\_\_ and

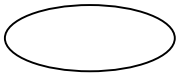
**SELLER:** \_\_\_\_\_

for the property known as \_\_\_\_\_

dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Buyer's Name:** \_\_\_\_\_

**Social Insurance Number** \_\_\_\_\_  
(SIN # not required from corporations)



**Initials of Buyer(s)**