

## 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: 238 Renforth Drive, Toronto, Ontario M9C 2K9

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:** LT 160, PL 4592 ; S/T EB138472 ETOBICOKE , CITY OF TORONTO

**CHATELS INCLUDED:** KitchenAid fridge, KitchenAid 5 burner gas cooktop, KitchenAid dishwasher, built-in microwave, wall oven, exhaust hood, Samsung steam front loading washer and Samsung steam dryer, electrical light fixtures, forced-air gas furnace, central air conditioner, garage remote.

**RENTAL:** Gas hot water heater.

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 Seller represents and warrants that all necessary building permits and municipal approvals have been obtained and final inspection will be completed prior to closing. The parties agree that this representation and warranty shall survive and not merge on completion of this transaction.

The Buyer and Seller acknowledge that the property taxes have not been finally assessed prior to completion date. The Buyer and Seller agree that the Seller's solicitor shall hold back the amount of \$3,000.00 for the payment of property taxes for the period prior to completion of this transaction. The Buyer or the Buyer's solicitor shall forthwith after notification by the municipality notify the Seller's solicitor of the amount of finally assessed property taxes. The Seller's solicitor shall immediately after notification pay the hold back or the amount thereof necessary to be paid in payment of the taxes accruing or owing prior to date of completion. If there has been no notification to the Seller's solicitor as aforesaid within three years after the completion of this transaction, the Seller's solicitor may release the holdback to the Seller. The Seller's solicitor shall supply a personal undertaking on completion to the Buyer to evidence the foregoing.

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

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).

It is understood and agreed there will be two (2) access visits no more than 1 hour in length at mutually agreed upon times and will exclude the period 3 business days prior to closing. This will be in addition to any mortgage related inspection by an appraiser.

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.

Continued on next page.

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 \_\_\_\_\_