

## 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: 68 Humber Trail, Toronto, Ontario M6S 4C1

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 32-33 PL 950 TWP OF YORK AS IN TB772158; T/W TB772158;  
TORONTO (YORK) , CITY OF TORONTO

CHATTELS INCLUDED: Miele dishwasher, Panasonic microwave, Jenn-Air stove, Miele exhaust hood, Jenn-Air double door fridge, Frigidaire fridge, Bosch dishwasher, NuTone exhaust hood, Panasonic microwave, Frigidaire stove, Maytag Atlantis washer, Maytag Atlantis dryer, two 40 gallon gas hot water heaters, Mitsubishi Slim Jim ductless air conditioner, gas-fired hot water boiler, window coverings, electrical light fixtures, Electrolux central vacuum, two storage racks and two bike racks in storage area/studio, planters at front of house.

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.

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).

Buyer agrees to assume the existing lower level tenant on closing at the following all-inclusive rent: \$1,200 per month (month-to-month); rent increased to current \$1,200 per month on August 1, 2019.

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 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.

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 \_\_\_\_\_