

## 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: 57 Vernon Street Toronto, ON M6P 1S9

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 28 PL 547 WEST TORONTO JUNCTION AS AMENDED BY PL 906 (ALSO DESCRIBED AS PL 906) AS IN CA88650; T/W & S/T CA88650; CITY OF TORONTO

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

**CHATELS INCLUDED:** Electrical light fixtures, window coverings, Inqlis coin washer and dryer, Main Floor Unit: fridge, electric oven and vent hood; Second Floor Unit: stainless steel LG fridge and white Whirlpool electric oven; Lower Level Unit: Kenmore electric oven, Nutone hood fan and fridge

**FIXTURES EXCLUDED:** Wall mirrors and wall mounted TVs

**RENTAL ITEMS:** Hot Water Tank, \$15.01 per month

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.

Buyer agrees to assume the existing tenants on closing at the following rents: basement tenant at the rate of \$660.00 per month; first floor tenant at the rate of \$1,108.39 per month.

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.

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 the BUYER shall upon acceptance of this Agreement of Purchase and Sale (a) Deliver a certified cheque or bank draft to Babiak Team Real Estate Brokerage on account of the deposit or (b) Deliver an uncertified cheque and then exchange it for a certified cheque or bank draft 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.

Buyers' Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_

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 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.

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 any accessory dwelling units (either current or future permitted use) including requirements for Certificates of Compliance and saves the Seller harmless with respect to same.

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

**Paperless Closing**

The parties acknowledge and agree that all closing documentation can be signed electronically and forwarded by email or fax.

Buyers' Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_

## 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:**

..... for the property known

as .....57 Vernon Street Toronto, ON M6P 1S9.....

..... dated the ..... day of ....., 20.....

The parties to this agreement hereby acknowledge and agree that the deposit holder, *Babiak Team Real Estate Brokerage Ltd.* shall place the deposit into its non-interest-bearing real estate trust account, and no interest shall be earned, received or paid on deposit.

In accordance with the Personal Information Protection and Electronic Documents Act S.C 2000, C.5(PIPEDA), all parties to this transaction consent to the publication and distribution of the sale price of this property, upon a firm Agreement of Purchase and Sale and continuing after the closing of this transaction. The Listing Brokerage and the Co-operating Brokerage and their Representatives are authorized to advertise and disclose the sale price to other Realtors and to the public while conducting their real estate activities subject to REBBA 2002 and applicable Codes of Ethics.

The Seller represents and warrants that during the time the Seller has owned the property and to the best of the Seller's knowledge and belief, the property, buildings and structures thereon have not been used for the growth or manufacture of any illegal substances.

The parties hereto consent and agree to the use of electronic signatures 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 covenants and agrees not to assign the Agreement of Purchase and Sale to a third party without the express written permission of the Seller.

*Babiak Team Real Estate Brokerage Ltd* acknowledges that the MLS listing, feature sheets, and any other marketing materials for the subject property have been supplied for reference purposes only and as such, *Babiak Team Real Estate Brokerage Ltd* has taken precautions to ensure the information is correct in respect to room measurements and other information provided. **However, the buyer/or buyer's sales representative is further advised to confirm and verify all measurements and information upon which he or she is relying.**

For the purposes of this information, the term "seller" can be interpreted as "landlord" and "buyer" can mean "tenant."

**The Buyer(s) and their Real Estate Salesperson/Broker acknowledge the deposit cheques must be made payable to the legal entity name: "Babiak Team Real Estate Brokerage Ltd."**

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

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):

