

## 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: 60 Hewitt Avenue Toronto, ON M6R 1Y3

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 30 PL 561 TORONTO AS IN CA289836; CITY OF TORONTO

Fronting on: the north side of Hewitt Avenue

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

INCLUDED: 3 mounted security cameras; 2 keypad entries (front & side doors); Viessmann gas-fired hot water boiler; Viessmann hot water tank; Mitsubishi ductless A/C; KitchenAid appliances: fridge, dishwasher, exhaust hood, microwave; Monarch stove; LG washer & dryer; all window coverings; all light fixtures, Frigidaire appliances: stove, fridge, dishwasher (basement); Whirlpool washer & dryer (basement); hardwired Bell alarm system equipment; central vacuum rough-in (as-is, no attachments or main cannister); retractable awning off deck.

EXCLUDED: All stager's items; Bell alarm system contract.

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

THE BUYER ACKNOWLEDGES that the Seller makes no representation with respect to government regulations, zoning by-laws & 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 & saves the Seller harmless with respect to same.

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

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

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

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VACANT HOME TAX | The Sellers warrant that the property is not subject to the Toronto Vacant Home Tax & agrees to provide to the Buyer, a copy of the duly executed Declaration of occupancy status with respect to the subject property filed with the City of Toronto.

The Buyer agrees to assume the existing tenancy of the lower-level unit at \$2,000.00 per month, utilities included, pursuant to the current lease in effect until October 31, 2025, after which the tenancy will continue on a month-to-month basis. The Tenant has indicated an intention to vacate by October 31, 2025; however, this is not guaranteed, & the Buyer acknowledges that the tenancy may continue beyond that date. If the Tenant vacates the unit on or before the closing date, the Buyer acknowledges that vacant possession will be provided & agrees not to hold the Seller liable for any obligations, issues, or claims arising under the said tenancy following the execution of this Agreement of Purchase and Sale. In such an event, no credit shall be due to the Buyer for last month's rent on closing.

It is understood & agreed there may be up to two (2) access visits no more than 1 hour in length at mutually agreed upon times & 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 up-to-date survey for the property & also acknowledges that the lot dimensions provided by the listing brokerage were obtained from MPAC (Municipal Property Assessment Corporation).

It is understood & 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 Ltd. on account of the deposit or (b) Deliver an uncertified cheque & 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 & 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 & any pre-inspection reports provided by the Listing Broker with respect to this property were ordered & 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 & its Sales Representatives for any errors, omissions & 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)

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

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