

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: 92 Indian Road Crescent, Toronto, ON M6P 2G3

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: PCL 138-4 SEC M41; PT LT 138 PL M41 TORONTO; PT LT 139 PL M41 TORONTO COMM AT A POINT IN THE WLY LIMIT OF WESTERN AV DISTANT 103 FT 1/2 AN INCH MEASURED NLY THEREON FROM THE NW CORNER OF CONDUIT ST AND WESTERN AV SAID POINT BEING AT THE INTERSECTION OF THE PRODUCTION ELY OF THE CENTRE LINE OF THE PARTITION WALL BTN THE HOUSE ON THIS LAND AND THE HOUSE ON THE LAND IMMEDIATELY ADJOINING TO THE S THEREOF; THENCE IN A WLY DIRECTION ALONG THE SAID PRODUCTION TO AND ALONG THE SAID CENTRE LINE OF PARTITION WALL AND ITS PRODUCTION WLY IN ALL A DISTANCE OF 96 FT AND 1/2 AN INCH MORE OR LESS TO A POINT DISTANT 37 FT ELY FROM THE WLY LIMIT OF SAID LT 138; THENCE NLY PARALLEL WITH WESTERN AV 15 FT 8 INCHES TO A POINT AT THE INTERSECTION OF THE PRODUCTION WLY OF THE CENTRE LINE OF THE PARTITION WALL BTN THE HOUSE ON THIS LAND AND THE HOUSE ON THE LAND IMMEDIATELY ADJOINING TO THE N; THENCE IN AN ELY DIRECTION ALONG SAID PRODUCTION TO AND ALONG SAID CENTRE LINE OF PARTITION WALL AND ITS PRODUCTION ELY IN ALL A DISTANCE OF 96 FT AND 1 INCH MORE OR LESS TO A POINT IN THE WLY LIMIT OF WESTERN AV; THENCE SLY ALONG THE WESTERN LIMIT OF WESTERN AV 15 FT 6 INCHES MORE OR LESS TO THE POB; TORONTO CITY OF TORONTO

Fronting on: West side of Indian Road Crescent

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

INCLUDED: Frigidaire fridge; Frigidaire stove; Bosch dishwasher; exhaust hood; bench in breakfast nook; all electrical light fixtures; all existing window coverings; wardrobe in primary bedroom; Whirlpool washer; Whirlpool dryer; Frigidaire freezer in basement.

EXCLUDED: Breville Microwave; Outdoor furniture.

RENTAL: The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable: Hot Water Tank (rented Enercare) @ \$25.87 + HST per month

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.

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

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

VACANT HOME TAX | The Sellers warrant that the property is not subject to the Toronto Vacant Home Tax and 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. If the property should become subject to the Vacant Home Tax as per City of Toronto By-Law 97-2022, or any other penalties therein, then the Sellers hereby agree to pay the Vacant Home Tax, in full, prior to the closing date, and further agree to assume full liability for payment of the Vacant Home Tax and agree to indemnify and save harmless the Buyer from any and all liability pertaining to said Vacant Home Tax that may arise after closing of this transaction

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.

It is understood and agreed there may be up to 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 up-to-date 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 Ltd. 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.

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.

Seller agrees to leave premises in a clean and broom swept condition, and agrees to remove any and all furniture, clothing, personal items and debris from the subject property. Seller will not cap or patch any exposed electrical outlets / wall or ceiling holes caused by the removal of lighting fixtures, art, mirrors, brackets for wall mounted television screens or any other items removed by the seller.

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

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

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](mailto:babiakoffice@gmail.com)

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

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