

## 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: 3 Humbercrest Boulevard, Toronto, Ontario, M6S 4K6

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 4-5 PL 2659 TWP OF YORK AS IN CY635847; TORONTO (YORK) , CITY OF TORONTO

Fronting on: the east side of Humbercrest Boulevard

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

INCLUDED: GE gas range (2026), Frigidaire refrigerator (2026), Kenmore dishwasher, GE front-load washer (2026), GE dryer (2026), Waterdrop undercounter water filtration system in kitchen, all electrical light fixtures (except where excluded), all window coverings, central air conditioning system, central vacuum and equipment, two exterior Arlo cameras, custom-made bookshelf in front living room.

EXCLUDED: two chandeliers (dining room & breakfast area), all mirrors (apart from bathroom mirrors), all exterior furniture, basement wine fridge.

RENTALS: 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 at \$41.19 per month + HST and gas-fired forced air furnace rented at \$112.82 per month + HST

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

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

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

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

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.

**NO SURVEY CLAUSE :**

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).

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.

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. The buyer further acknowledges that the Seller makes no representation with respect to the existing rough-in for a basement kitchen which the Seller has never used nor investigated (said rough-in predates the Seller's ownership of the home).

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.

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

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