

## 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: 31 Keane Avenue, Toronto, Ontario M9B 2B8

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 21-1, SEC M1156 ; LT 21, PL M1156 ; ETOBICOKE , CITY OF TORONTO

Fronting on the south side of Keane Avenue.

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

INCLUDED: Built-in stainless steel Bosch oven, built-in stainless steel Bosch microwave, stainless steel Bosch dishwasher, Bosch gas cooktop, stainless steel Bosch double door fridge and range hood; Whirlpool oven, Frigidaire microwave, Frigidaire dishwasher, and Frigidaire fridge; electric garage door opener; Electrical light fixtures and existing window coverings; 2 forced-air gas furnaces and equipment, 2 central A/C systems and equipment.

EXCLUDED: Security cameras: front door, side door left, side door right, garage door; electric fireplace; wardrobes in the primary dressing room.

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)

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.

VACANT HOME TAX | The Sellers warrant that (a) the property has not been vacant for six months or more during the 2023 calendar year; (b) the property does not constitute a 'Vacant Unit', nor does it constitute a 'Deemed Vacant Unit', as defined under City of Toronto By-Law 97-2022 (Toronto Vacant Home Tax Bylaw); and (c) they have submitted, in full, their declaration of occupancy status with respect to the subject property, as it pertains to the Vacant Home Tax, to the City of Toronto, on or before the February 29, 2024, deadline. 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.

“The Offer” dated \_\_\_\_\_ with, \_\_\_\_\_ as “The Buyer” is conditional until 8:00pm on the third business day after removal of any conditions upon the Seller resolving a first right of refusal to purchase the property. In the event that the Seller receives a satisfactory offer, the Seller shall provide “The Buyer” with written notice that “The Offer” is null and void, and “The Buyer’s” deposit shall be returned in full without deduction. This condition is included for the sole benefit of the Seller and may be waived at his sole option by notice in writing to the “The Buyer” /Cooperating Broker within the time period stated herein.

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.

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 \_\_\_\_\_