

**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: 166 Quebec Avenue, City of Toronto

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 W/S QUEBEC AV, 5 W/S QUEBEC AV PL 685 WEST TORONTO  
JUNCTION AS IN CA447834; CITY OF TORONTO

Fronting on: west side of Quebec Avenue

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

INCLUDED: Main floor: Whirlpool electric stove 2024, Frigidaire Gallery wall oven 2018, Whirlpool refrigerator 2024, Frigidaire Gallery microwave 2024, Whirlpool dishwasher 2025, Whirlpool washer 2024, Whirlpool dryer 2018, all light fixtures; window coverings in sunroom and main floor bedroom, gas fired boiler.

Upper unit: Existing refrigerator and stove; dishwasher ca 2020, Insignia washer 2019, Whirlpool dryer 2024, light fixtures, gas fired boiler.

EXCLUDED: window coverings except as noted above, wall mounted television and bracket, outdoor furniture and planters, all outdoor furniture, tenant's bike rack

RENTALS: The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contract, if assumable: hot water tank @ \$17.90 per month

Note: Separate rented hot water tank for tenanted upper unit.

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 (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.

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 month to month tenant in the second floor apartment at the rate of \$2,724 per month plus gas and hydro. Should the Tenant vacate the unit prior to the closing date of this transaction, Buyer acknowledges vacant possession of the property and the Buyer agrees not to hold the Seller financially responsible for any issues arising related to the tenancy after the signing of this Agreement of Purchase and Sale. In the event that the Tenant vacates prior to the closing date of this transaction, last month's rent will not be credited to the Buyer on closing.

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 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.

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.

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.

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 \_\_\_\_\_