

## 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: 2511 Bloor Street W, Suite 304, Toronto ON M6S 5A6

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: UNIT 4, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 1468 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK I, PLAN M433, DESIGNATED AS PARTS 1 & 2, PLAN 66R19779, CITY OF TORONTO ; S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION NUMBER AT5854.

Fronting on: the South side of Bloor Street West

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

PARKING SPACE : 1 underground - Level B, #13

STORAGE UNIT : 1 locker (exclusive use) - 38A E

INCLUDED: Electrical light fixtures; window coverings; Frigidaire appliances: stove, fridge, microwave, dishwasher; GE washer & dryer; fireplace in "as is" condition; two electric heat pump/AC units

EXCLUDED: All stagers' items.

RENTALS: Nil

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 that the seller provides no warranties or representations with respect to the condition of the property or any chattels or fixtures included.

The buyer acknowledges that the gas fireplace does not work and is being sold in "as is" condition.

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

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

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 days prior to closing**. This will be in addition to any mortgage related inspection by an appraiser.

Seller agrees to leave the premise clear of any debris and in 'broom swept' condition upon closing.

VACANT HOME TAX : The Seller warrants 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 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.

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 \_\_\_\_\_