

## 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: 16 The Palisades, Toronto, Ontario M6S 2W8

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 4-2 SEC M457; PT LT 4 W/S PALISADES PL M457 TWP OF YORK COMM AT THE NE ANGLE OF LT 4; THENCE S WLY ALONG THE W LIMIT OF PALISADES, 38 FT 2 INCHES; THENCE WLY IN A STRAIGHT LINE TO A POINT IN THE W LIMIT OF SAID LT DISTANT 37 FT 6 INCHES MEASURED SLY THEREON FROM THE NW ANGLE OF SAID LT; THENCE NLY ALONG SAID W LIMIT, 37 FT 6 INCHES TO THE NW ANGLE OF SAID LT; THENCE ELY ALONG THE N LIMIT OF SAID LT, 99 FT 6 INCHES MORE OR LESS TO THE POB; TORONTO, CITY OF TORONTO

Fronting on the West side of The Palisades.

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

INCLUDED: AEG cooktop stove, Miele oven, Miele (2024) dishwasher, Maytag fridge, Frigidaire fridge, General Electric microwave, Miele washer, Miele dryer, gas boiler and equipment, gas hot water tank, fire safe file cabinet in laundry room, window coverings, electric light fixtures and custom cabinets/bookcases in living room, BBQ, and mini bar fridge in pantry.

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.

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.

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.

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

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

The Purchaser acknowledges the following:

- 1.The floor tile in the basement & insulation on heating pipes may contain asbestos.
- 2.Sellers have noticed moisture on the floor in the pantry, in the north west corner of the basement a few times in the 25 years they have owned the house.
- 3.The owners of 14 Palisades (to the south) have applied for a variance to increase the GFA to 0.56 vs the permitted 0.35 and "To alter the existing two-storey detached dwelling by constructing a rear two-storey addition (with a basement extension below). Also, to construct a new detached garage(with one parking space) in the rear yard."

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.

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 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 \_\_\_\_\_