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: 532 Windermere Avenue, Toronto ON M6S 3L6

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 20-21 PL 1745 TORONTO AS IN CA417223; S/T & T/W CA417223; CITY OF TORONTO

Fronting on the West side of Windermere Avenue

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

INCLUDED: LG fridge, LG dishwasher, LG stove, built-in exhaust hood, LG Dual Convection wall oven with microwave & steam sous vide, LG washer, LG dryer, Valor gas fireplace insert in basement, Danby freezer, Frigidaire beverage fridge (x2), all electrical light fixtures, all existing window coverings, custom sideboard cabinet in dining room including beverage fridge.

EXCLUDED: All wall-mounted televisions (basement, dining room, office and primary bedroom), LG steamer, wall-mounted Dyson vacuum, drapery panels in the primary bedroom, Sonos sound bar.

RENTAL: The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable: Tankless Hot Water Tank from Reliance: $58.74 + HST/month.

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. 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 _____

The Buyer acknowledges that the south window in the primary bedroom is broken and fails to remain open when not locked. The Buyer accepts it in its current condition and agrees that the Seller shall not be responsible for the repair or replacement of the window.

The SELLER does not warrant legality of front pad parking.

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.

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

Buyers' Initials _____ Seller's Initials _____