

## 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: 103 Galley Avenue, Toronto, ON, M6R 1H2

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 12 PL 721 PARKDALE AS IN CA735615; CITY OF TORONTO

Fronting on: The South side of Galley Avenue

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

INCLUDED: Miele fridge/freezer, Miele cooktop, Miele wall oven, Miele warming drawer, Miele dishwasher, Miele convection oven and microwave, Airmex exhaust hood, LG washer, GE dryer, Samsung fridge/freezer (basement), Cavavin wine fridge (basement, as-is condition), all electrical light fixtures (except otherwise noted in exclusions), all existing window coverings and sheer curtains, built-in media unit and TV (living room), built-in cabinets in dining room (x2), second floor hallway mirror, fabric shower curtain in family bathroom, all IKEA floating shelves, all closet IKEA shelving and typical closet shelves, entrance table and wall-mounted mirror above, Blum drawer organizers (kitchen and bathrooms), IKEA storage in closets and media unit (basement), Heat & Glo gas fireplace, natural gas BBQ, outdoor dining table, large front porch painted wood planters (x6), garage door opener, ductless AC unit, existing HVAC systems, hot water holding tank, and existing ADT alarm system hardware.

EXCLUDED: Dining room light fixture (Bocci light pendants), third floor stairwell light fixture (Bocci light pendants), Rhino coat hooks by entrance, entrance coat closet "dog" coat hooks, white coat rack (back entrance), garage radial arm saw, garage wood crates used as shelving, all wood birdhouses in yard, including yellow one in light fixture on garage, all free standing planters in front and backyard, and outdoor furniture (except otherwise noted in inclusions).

RENTAL: The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable: none

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.

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

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

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

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.

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.

**NO SURVEY CLAUSE :**

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).

The Buyer acknowledges that the Cavavin wine fridge included in this Agreement of Purchase and Sale is being sold in "as-is" condition. There is no express or implied warranty by the Seller as to the condition or operability of this appliance.

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 \_\_\_\_\_