

## 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: 7 Innisfree Court, Toronto, ON M6S 3N7

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 27-1 SEC M1240; LT 27 PL M1240 TORONTO; TORONTO , CITY OF TORONTO

Fronting on: East side of Innisfree Court

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

Inclusions: Maytag Fridge, Maytag built-in Stove with Vented Exhaust Hood, Bosch Dishwasher, Maytag Washer and Dryer, General Electric Fridge (lower level), Generac Generator (located in the backyard), Furnace, Air Conditioner, Existing Electrical Light Fixtures. .

Rentals: Hot water tank @ \$25.87/ 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.

The Seller agrees, at the Seller's expense, to retain a licensed mold remediation contractor, to treat the attic spaces for mold using an appropriate antimicrobial treatment. The Seller shall provide the Buyer with paid invoices and written confirmation of completion of the work prior to closing. Any and all warranties, guarantees, or representations relating to the attic remediation work shall be solely those provided by the licensed contractor(s) performing the work and not by the Seller.

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

Buyer agrees to purchase the subject property in "as is" condition - as it exists at the present time without representation, warranty or condition with respect to the fitness, condition, zoning or lawful use

of the property or any chattels or fixtures included. The Seller makes no representations of warranty with respect to any defects, the state of repair or the working order of any aspect thereof, location of structures walls or fences.

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 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 \_\_\_\_\_