

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: 82 Howard Park Ave, Toronto, ON M6R 1V6

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 41-42 PL 485 TORONTO AS IN CA519139; CITY OF TORONTO

Fronting on the north side of Howard Park Avenue.

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

INCLUDED: All existing appliances: Whirlpool Fridge, Kenmore Stove, Allure Range Hood, GE Washer & Dryer; electric fireplace (as-is); electrical light fixtures; window coverings; furnace, A/C & tankless hot water and all associated equipment.

EXCLUDED: BBQ, security cameras and remote.

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.

VACANT HOME TAX | The Sellers warrant that the property is not subject to the Toronto Vacant Home Tax & 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.

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

The Buyer acknowledges that the property may contain one or more additional kitchen facilities or rough-ins. The Seller makes no representations or warranties as to the legality, retrofit status, zoning compliance, or permitted use of any such facilities. The Buyer agrees to satisfy themselves with respect to the same.

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).

Seller represents that the front parking pad is currently licensed with the City of Toronto. Buyer acknowledges that the parking pad licence is subject to City of Toronto policies and administrative requirements, and that following transfer of title the Buyer shall be responsible for contacting the City regarding continuation, transfer and any applicable fees and annual charges associated with the parking pad licence. Seller makes no representation or warranty that the current fee structure will continue following transfer of ownership.

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 \_\_\_\_\_