

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, \_\_\_\_\_,

SELLER, \_\_\_\_\_

For the Purchase and Sale of: 1830 Bloor Street West Suite 532, Toronto, Ontario, M6P 0A2

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 OF UNIT:** UNIT 31, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2492 AND ITS APPURTENANT INTEREST SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT4052564 CITY OF TORONTO

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

PARKING SPACE(S): 1 owned spot - Level P2, 114 (see below for legal description)

STORAGE UNIT: 1 owned locker - Level P3, 284 (see below for legal description)

INCLUDED: Fridge, stove, dishwasher, exhaust hood, washer, dryer, electrical light fixtures (except as noted below), existing window coverings.

EXCLUDED: Light fixture in bedroom + living room, mount + TV, balcony deck tiles, microwave.

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.

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

VACANT HOME TAX : The Seller warrants 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.

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

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

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, including the parking and locker areas. 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.

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)

**LEGAL DESCRIPTIONS OF PARKING SPOT:**

UNIT 51, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2492 AND ITS APPURTENANT INTEREST SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT4052564 CITY OF TORONTO

**LEGAL DESCRIPTION OF LOCKER:**

UNIT 166, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2492 AND ITS APPURTENANT INTEREST SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT4052564 CITY OF TORONTO

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

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