

Form 105

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER:, and

SELLER:

for the property known as

..... dated the day of, 20.....

The Buyer(s) agree to provide a certified cheque as a deposit within one banking day (Monday to Friday) of the acceptance of this offer. Upon receipt of the certified cheque, the uncertified cheque provided upon acceptance of this offer, if any, will be returned to the Buyer(s).

The parties to this agreement hereby acknowledge and agree that the deposit holder; Homelife/Miracle Realty Ltd. (Brokerage) shall place the deposit in a interest bearing Real Estate Trust Account which earns interest at a variable rate, calculated using Royal Bank prime rate, minus 2.3%. If the interest earned on the deposit is more than \$200 it shall be paid to the buyer following the completion of this transaction, otherwise it shall be retain by the deposit holder and no statement of account will be provided.

Where the deposit is from a private individual (not a corporation),no interest will be paid to the individual unless that individual provides Homelife/Miracle Realty Ltd. with their Social Insurance Number and mailing address for Income Tax purposes prior to the completion of this transaction .

If this property has a basement apartment then Buyer acknowledges that the existing basement apartment has not received approval from all necessary authorities to make said apartment legal under the Government rules and regulations. Buyer further acknowledges that the Seller, Listing Broker and the Co-operating Broker making no representations or warranties in this regard and the Buyer agrees to release and hold the Seller, Listing Broker and Co-operating Broker harmless from any and all liabilities arising from the Buyer's use of the subject property.

This offer is subject to the above mentioned deposit cheque being deliver to the Listing Broker's office by the Co-operating Broker/Agent within one (1) banking day from the time stated in the section of "Confirmation of Execution" of this Agreement of Purchase and Sale, if however the deposit cheque is not deliver within the stated time period then this offer will become null and void and the Seller(s) shall have the right to offer the property for sale again without any consent and/ or release from the Buyer(s).In addition the Seller(s) will have the right to accept a new offer. The Buyer(s) also acknowledges and fully understands that in such event, and without prejudice to or limiting the rights of the Seller(s), the Seller(s) may also claim for damages upon the default of the Buyer(s) covenants and obligations to be performed under this Agreement of Purchase and Sale. This condition is deemed to be waived automatically if the Listing Broker/ Agent receive the said deposit cheque from the Buyer(s) or Co-operating Broker /Agent within one banking day.

Any interest cheques or balance to seller cheques issued by the deposit holder and not cashed within six (6) months following the completion of the herein transaction shall be forfeited to the deposit holder.


In accordance with the Federal Privacy Act (PIPEDA) , upon the fulfillment , removal of all conditions and the completion of this transaction of the attached Agreement, all parties to this transaction consent to the publication and distribution of the sale/lease price of the property. The Listing Brokerage, their Sale Representatives and Brokers are authorized to advertise and disclose the sale price to other Realtors and to the public, while conducting and promoting their daily Real Estate activities, provided that the Seller(s) or the Buyer(s) names are not specifically disclosed.

The Seller and Buyer agrees and acknowledges all measurements, square footage and information provided by Homelife/Miracle Realty Ltd on the MLS Listing and all marketing materials with respect to this property have been obtained from sources deemed reliable and Homelife/Miracle Realty Ltd , its Sales Representative or Broker does not warrant their accuracy. The Seller and Listing Brokerage recommend that the Buyer verify any relevant information in the MLS Listing upon which he/she is relying.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): 


INITIALS OF SELLER(S): 

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Homelife/Miracle Realty Ltd.

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