

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

**BUYER,** .....

**SELLER,** Robert Lawrence Webber And Yuan Yuan Liao

for the property known as 2129 Rodick Rd., Markham, Ontario

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

This offer is conditional upon the above mentioned deposit cheque shall be delivered to the Listing Brokerage's office by the Buyer/Co-operating Brokerage within 24 hours from time of "CONFIRMATION OF ACCEPTANCE" of this Agreement of Purchase & Sale, otherwise this offer shall become null and void, and the Seller shall have the right to offer the property for sale again without any consent and/or release from the Buyer and the Seller shall be at liberty to accept another new offer. Buyer also acknowledges & fully understands that in such event, without prejudice to or limiting the rights of the Seller, the Seller 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 Brokerage received the said deposit cheque from the Buyer or the Co-operating Brokerage within such conditional period.

The buyer acknowledges that the deposit referred herein shall be placed in HomeLife/Principal Realty Inc.'s statutory trust account as specified by the Real Estate & Business Broker Act, 2002 section 27, with the interest rate as determined by the bank at the time of making deposit. The interest shall be paid to the buyer to the date of completion only provided that interest earned is over \$50.00 and the buyer provides his Social Insurance Number [SIN] no later than 14 days following completion date. Any interest less than \$50.00 or SIN not provided within the time period or Interest cheque issued and not negotiated by the buyer within 6 months following completion shall be forfeited to the deposit holder.

It is understood and agreed by Seller and Buyer that for the purpose of this agreement, the terms 'banking days' or 'business days, shall mean any day other than a Saturday, Sunday or Statutory Holiday in Ontario, Canada.

The Buyer acknowledges and agrees that the seller made no representation or warrant the retrofit status of the basement level (if finished).

Seller and Buyer agree and acknowledge that no information provided by the Listing Brokerage construed as expert legal, financial, tax, building condition, environmental or other professional advice & that they have had the opportunity to consult with any such professional advisers prior to signing this Agreement.

Buyer agrees and acknowledges that all measurements and information provided by the Brokerage in the MLS listing, feature sheet and any other marketing materials have been obtained from sources deemed reliable, however, they have been provided for information purposes only and as such, the Listing Brokerage does not warrant their accuracy. The Buyer is advised to verify any information upon which he is relying.

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

**INITIALS OF BUYER(S):**

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**INITIALS OF SELLER(S):**

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