

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.....

NON-INTEREST BEARING RE TRUST ACCOUNT - The parties to this Agreement hereby acknowledge that the Deposit Holder shall place the deposit in trust, in the Deposit Holder's non-interest bearing real estate trust account.

CERTIFIED CHEQUE OR BANK DRAFT: The Buyer or his Agent shall deliver to the Listing Broker the deposit as described within this Agreement, by way of CERTIFIED CHEQUE, MONEY ORDER, BANK DRAFT or WIRE TRANSFER, payable to PROSENSE REALTY to be held in trust, within one (1) banking day from the confirmation of acceptance and receive a receipt for same, Failing which the Seller reserves the right to declare this Agreement null and void at his/her sole option and absolute discretion by notice in writing delivered, emailed or faxed to the Cooperating Broker herein and the Seller shall be at liberty to accept any other offer.

BANKING DAYS: For all the purposes of this agreement, the terms "Banking Days" or "Business Days" shall mean any day other than Saturday, Sunday, or statutory holiday in the province of Ontario, Canada.

FINDER'S FEE: The Seller(s) and the Buyer(s) consent to the Listing brokerage and Co-operating brokerage receiving and retaining, in addition to the commission provided for in this agreement, a finder's fee for any financing of the property.

MARKETING & EVALUATIONS: The Seller(s) and Buyer(s) so named in this agreement hereby give permission to the listing brokerage, Prosen Realty & Its Representatives to advertise & disclose All information relating to the sale/lease of the subject property including the price, Address, pictures, to everyone and use it for future marketing materials, also for the purpose of the market evaluations provided that the Seller(s) and/or Buyer(s) names are not disclosed.

INDEPENDENT PROFESSIONAL ADVICE: The Parties to this Agreement acknowledge that the real estate broker(s) so named in this Agreement has recommended that the Parties obtain independent professional advice prior to signing this document. The Parties further acknowledge that no information provided by such real estate Broker(s) is to be construed as legal advice, tax advice, zoning advice, engineering advice, or environmental advice.

For the purposes of this Schedule B to the Agreement of Purchase and Sale or Agreement to Lease, unless the context otherwise requires:

"Seller" shall mean and include any vendor, landlord, lessor

"Buyer" shall mean and include any purchaser, tenant, lessee

SEE DEPOSIT INSTRUCTION ON THE NEXT PAGE

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

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

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.....

TRUST ACCOUNT DEPOSIT INSTRUCTIONS

- The deposit must be payable to "PROSENSE REALTY".
- Deposit must be a Bank Draft or Certified Cheque only.

The following are NOT accepted:

- Personal Cheques
- Cash Deposits
- E-Transfers

Please visit any TD Bank branch to deposit the funds directly into the Prosense Realty Real Estate Trust Account.

ACCOUNT INFORMATION:

Bank Name: TD Canada Trust
Transit#: 18622
Account#: 5269554

△ PROOF OF DEPOSIT - MANDATORY

Your deposit will NOT be acknowledged until proof is received.

A clear and legible copy of BOTH documents listed below must be emailed or faxed to our office immediately after deposit.

- Email: prosenserealty@gmail.com | Fax: 905-248-3048

****Required Documents (BOTH are mandatory)**:**

- Clear photo of the Bank Draft or Certified Cheque
- Bank Deposit Receipt

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

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 