

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 .....

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

The Buyer to this Agreement hereby acknowledge and agree that Living Realty Inc., Brokerage shall place the deposit in its interest bearing real estate trust account, which earns interest at Royal Bank Prime Interest rate:

0 to 999,999.99 RBP Less 3.85

1,000,000 to 4,999,999.399 RBP Less 2.40.

The Deposit Holder shall pay interest it earns or receives on the deposit to the beneficial owner of the trust money provided the amount of interest that the Deposit Holder earns or receives on the deposit is over and above \$100.00.

It is further agreed that where the Buyer is a private individual and not a corporation, the Buyer will provide to the Deposit Holder, the Buyer's Social Insurance Number(s) prior to closing of the transaction. In the event that the Buyer fails to provide the Deposit Holder with the Buyer's Social Insurance Number (SIN # \_\_\_\_\_) within the time period stated herein, no interest will be paid by the Deposit Holder to the Buyer and interest will be forfeited to the Deposit Holder.

The Buyer and Seller acknowledge and agree that, in case the deposit is made with a non-certified negotiable instrument, regardless of the prevailing situation of the transaction, the Deposit Holder may hold the deposit funds for a period of not less than fifteen (15) business days following the depositing of said funds into the Deposit Holder's Statutory Real Estate Trust bank account, pending clearance of said negotiable instrument. The Deposit Holder may, in his absolute discretion, hold the deposit funds for a longer period of time if the deposit is made with a negotiable instrument drawn on a financial institution outside the Province of Ontario.

The Buyer and Seller agree and acknowledge that no information provided by Living Realty Inc. Brokerage is to be construed as expert legal, financial, tax, building condition (unless otherwise stated in the Agreement), engineering, zoning, construction, environmental or other professional advice and that they have been advised to consult with any such professional advisors prior to signing this Agreement.

The Parties to this Agreement give their express written consent and authorize Living Realty Inc., Brokerage to use all information relating to the sale of the subject property of this Agreement, including, but not limited to, the price and pictures, in all future marketing materials of any kind or description, and to receive all forms of marketing materials from Living Realty Inc., Brokerage including but not limited to electronic notices, electronic invitations, electronic newsletters and other electronic copies of commercial information that Living Realty Inc., Brokerage believes may be of interest to them.

\*Revised on January 11, 2024\*

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

INITIALS OF BUYER(S):

\_\_\_\_\_

INITIALS OF SELLER(S):

\_\_\_\_\_



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The Purchaser's deposits may be deposited directly into Living Realty Inc., Brokerage's real estate trust account in accordance with all approved banking procedures. In the event that the Purchaser elects to do so, Living Realty Inc., Brokerage is to be notified via email at: [accounting@livingrealty.com](mailto:accounting@livingrealty.com). In the event that Living Realty Inc., Brokerage does not receive such notification prior to the closing date, the deposit will be deemed not to have been received.

Subject to any exceptions set out or prescribed in the Prohibition on the Purchase of Residential Property by Non-Canadians Act S.C. 2022, c. 10, s.235, (statute), the Buyer represents and warrants that the Buyer is not and on completion will not be a non-Canadian under the non-Canadian provisions of the Prohibition on the Purchase of Residential Property by Non-Canadians Act S.C. 2022, c. 10, s.235, which representation and warranty shall survive and not merge upon the completion of this transaction and the Buyer shall deliver to the Seller a statutory declaration that Buyer is not then a non-Canadian of Canada; provided further that if the Buyer qualifies for any exception as set out or prescribed by the statute, the Buyer shall deliver to the Seller a statutory declaration that the Buyer is a non-Canadian but is not in contravention of the statute because of a valid exception as set out or prescribed in the statute

Notwithstanding anything to the contrary contained in this Agreement, the buyer acknowledges, confirms and agrees with the Seller that in no event shall the Buyer or their designate attend the property for any reason whatsoever without either: i) his/her agent being present on each such occasion with the permission of the Seller; or ii) having obtained the express written consent of the Seller to attend the property without the Buyer's agent being present.

**\*Revised on January 11, 2024\***

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**INITIALS OF SELLER(S):**