

Timing of deposit is critical for buyers during the cooling off period

If the buyer does not put the deposit on time, the vendor can terminate and sue the buyer for 10% of the sales price

As you know, when you buy a property, you have a cooling off period. The cooling off period is 5 business or 5 working days. This can be extended by mutual agreement

Within the cooling off, the buyer must put in the full 10%

What does clause 2.5 of the sales contract say?

Here it is:

Clause 2.5:

If any deposit is not paid on time, the vendor can terminate. However, if the deposit is paid before the vendor terminates, then the vendor lost the right to terminate

As you can see, it is crucial that the buyer makes the payment of the deposit on time.

Why timing of the payment is so serious?

Answer: Just imagine, if people take the deposit process irresponsibly, there will be endless excuses and the whole contract system will never work.

So, if one does not adhere strictly to the above condition, it is like playing Russian roulette?

Answer: It certainly is because losing 10% of a sales price is deadly.

If I do not pay the deposit on time, can I challenge the above clause in court and win?

Answer: Not one person has won this case before. A dead person doesn't get a second chance in life.

Note: rural properties, signed with a 66W, or auction matter do not have a cooling off

