

MORRIS MATTE - KELOWNA..

Residential

15 WOODHAVEN CR SW

A

LP: \$ 724,900

1 / 20



Status: A
Area: Calgary
Community: WOODBINE 147
Style: 2 Storey Split
Zone: Zone C
Year Built: 1986
Mortgage: \$ 0
Cash Down:
Payments:
Lender:
Legal Plan: 8111807 **Blk:** 3 **Lot:** 29 **Unit:** **UF:**
MLS#: C3638050
Postal Code: T2W 5S3
Linc #: 0012179157
Type: Residential Detached Single Family
New Home on Old Lot: N **Remod:**
Finish Lvl: 3
Due: **Rate:**

Prop Class: Single Family

Prime Location of Custom Homes along Fish Cr Park-at the Gate. Custom Home-Craftsmanship Evident! Appealing Curbside: Tile Roof & Chicago Brick/Cedar Clad. 5 Bay windows, Newer Triple Glazed Windows, metal clad, New Front, Side and Double Patio Doors, Solid Core Doors & Closet doors, All Main Floor Dark Oak Floors, 6" Baseboards, 17' Foyer, Panelled Curved Open Staircase, Sculptured White Berber Up, New En-suite Bath w Steam Shower, 2 Vanities & Sinks, 2 bathrooms with heated floors, 5 Ceiling Fans, LR/DR Sculptured-bordered White Ceilings w 6" Coveing, Kitchen Window Plantern, Granite On Counters, Island & in all Bathrooms, Induction-Countertop Stove, South Wrap-around Composite Deck w Hot-Tub, Wood Panelled Family Rm. w Chicago-Brick Wood Fireplace & Soft Shade Blinds, BMT Cork Flooring, 2 HI Effic Furnaces w Electronic Air Cleaners, Sump-Pump, Grass Sprinkler System, RI for Bmt Bathrm& extra Hot Water Tank. New Front Plantern of Chicago Brick(\$10,000 Value).Enjoy Pathways in Fish Creek Park.

Virtual Tour:**Brochure:**

	1Pc	2Pc	3Pc	4Pc	5Pc	6Pc			Schl Bus:
Baths:	0	1	0	1	0	0	Elem School:		Dir:
Ensuite Bth:		0	0	1	0	0	Jr/Mid Schl:		
Bdrms Abv:	4 Total Bdrms: 5			Addl Rms:			High Schl:		
Fin FP/Rgh-In:	1/			Fpl Fuel: Wood With Log Lighte			Other Schl:		
Parking:	Double Garage Attached						Garage:	Yes	
Living Room:	5.38X3.83	M		Master Bedrm:	6.09X3.91		Bonus Room:		
Dining Room:	4.88X3.55	M		Bedrm 2:	5.10X3.88		Laundry Room	3.04X1.52	M
Kitchen:	4.26X3.35	M		Bedrm 3:	3.96X3.96		Bedroom	4.57X3.65	B
Family Room:	5.63X3.86	M		Bedrm 4:	3.81X3.40		U Recreation Room	6.40X6.70	B
Den:				Breakfast Nook	3.35X3.05				M
Flooring:	Hardwood, Carpet, Ceramic Tile						Roof Type:	Concrete Tiles	
Foundation:	CONCR						Fireplace:	Brick Facing, Mantel	
Exterior:	Brick, Cedar						Construction:	Wood Frame	
Heating Type:	Forced Air-2						Basement:	Full	
Features:	DECK, EX2X6, INSUG, NSMKE, SWIRL, HOTTB, NOPET, SPRKL						Bsmt Dev:	Fully Finished	
Goods Incl:	REFRG, STCEL, DWBLT, OVNBI, STGSH, VACAT, BLNDV, DRYER, WASHR, FAN, GARBU, HOODF, OPEN1, OVNMW, WTRSF						Heat Fuel:	Natural Gas	
Site Infl:	FENCE, FRUIT, GOLF, LNSCA, NTHRU, PARK						Goods Excluded:		
Amenities:	FENCE						Lot Shape:	Rectangular	Front Exp: North
Restrictions:	N-KNW						Fmntg X Dpth:	18.0 X 36.0 TTL: 613.0 m2	
							Zoning/Land Use:	R-C1 Residential Single Family Dist	
							Conform:	Real Property Report With Compliance/2014	
							Tax Amt/Yr :	\$ 3,631 / 2014	LI:
							Warranty:	None	

Condo Name:		Ownership: PRIV	Condo:	HOA:
Prk Encl/Unit/Type: 2		Incl:		
Registered Size:				
Seller:		Appt: LIST		
List Realtor: Nestor Papish ID: CPAPISNE Ph:403-560-1499 Fax: 403-230-3736			Appt Ph: 403-560-1499	List Date: 09/30/14
List Realtor Email: nestorpapish@hotmail.com		List Realtor Web:		
List Firm: DISCOVER REAL ESTATE LTD. Ph: 403-230-5590 Fax: 403-230-3736			Occupancy:	SRR: N
List Realtor2:			Possession: /immediate	Exclusion: N
List Firm2:			Comm:	
Pend Date:	Sold Date:	Sold Price:	DOM: 34	Entered: 09/30/14
Sold Term:			Disc:	Expiry Date:
Sell Firm:				Sell Firm 2:
Sell Agent:				Sell Agent 2:

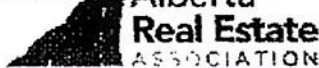
11/03/14

10:48 AM

INFORMATION HEREIN DEEMED RELIABLE BUT NOT GUARANTEED

RES Agent Detail View

DocuSign Envelope ID: 8E852165-E3A8-4D5E-B1E6-54855EC3058B



RESIDENTIAL PURCHASE CONTRACT PROPERTY INSPECTION SCHEDULE

This Schedule is attached to and forms part of the Residential Purchase Contract # Oct22-14bh

This Schedule is to be attached to the Residential Purchase Contract as a Buyer's Condition.

Between

Jodee Hrehirchuk

as Buyer(s)

and

SANDEEP GOEL AGGARWAL

DONNA MARIE AGGARWAL

as Seller(s)

Property Address 15 WOODHAVEN CR SW Woodbine, Calgary AB T2W5S3

1. The Buyer will have the right to have a property inspection completed by a home inspector who is licensed pursuant to the Home Inspection Business Regulation.
 - The Seller agrees to provide access (within reason) to the Property for this purpose.
 - The inspection is at the Buyer's expense unless otherwise agreed to in writing.
2. The Buyer will have a valid reason not to give the notice to waive/release the Condition if: (select one option and Initial)
 - ☒ the property inspection identifies defects in the Property that are not acceptable to the Buyer; or
 - ☐ defects in the Property will exceed 1% of the Purchase Price to remedy; or
 - ☐ defects in the Property will exceed \$_____ to remedy.
3. Cosmetic items will not be considered a defect for the purposes of paragraph 2 above.
4. In the event the Buyer does not give the notice to waive/release the Condition, the Seller is entitled to a copy of the complete inspection report.
 - The Seller must request the inspection report no later than 9 p.m. on the second day following the Condition Day.
 - The Buyer must provide the inspection report no later than 9 p.m. on the second day following the day the Seller requests it.
5. In the event the Seller does not agree that the Buyer has a valid reason not to give the notice to waive/release the Condition, then the Seller and Buyer may pursue all available remedies.

DATED at _____ : _____ m. on 11/2/2014 | 3:52 P20 MT.

DocuSigned by:

Sandeep Goel Aggarwal

Buyer Signature

Witness

Buyer Signature

Witness

DATED at 6 p.m. on 11/2/2014, 20__

Donna Marie Aggarwal

Seller Signature

Witness

Seller Signature

Witness

DocuSign Envelope ID: 8E852165-E3AB-4D5E-B1E6-54855ED3058B

Oct22-14th

Contract Number


Alberta
Real Estate
 ASSOCIATION

RESIDENTIAL PURCHASE CONTRACT

(For Use in Common Law and Designated Agency Brokerages)

Between

and

THE BUYER

THE SELLER

Name SANDEEP GOEL AGGARWALName JodeeHrehirchukName DONNA MARIE AGGARWAL

Name _____

1. THE PROPERTY

- 1.1 The Property is the Land, Buildings, Attached Goods (unless excluded) and included Unattached Goods located at (municipal address):

15 WOODHAVEN CR SWWoodbine, CalgaryABT2W5S3

- 1.2 The legal description of the Property is:

Plan 8111807Block 3Lot 29

Other _____

- 1.3 No Unattached Goods (chattels) except for:

fridge, stove, cooktop, dishwasher, washer, dryer, microwave, hoodfan, all window coverings, garage openers, hot tub, 2 sheds,
vacu-flo with attachments,

- 1.4 All Attached Goods (fixtures) except for:

- 1.5 Unless otherwise agreed in writing, title will be free and clear of all encumbrances, registrations and obligations except the following:

- (a) those implied by law;
- (b) non-financial obligations now on title such as easements, utility rights-of-way, covenants and conditions that are normally found registered against property of this nature and which do not affect the saleability of the Property;
- (c) homeowner association caveats, encumbrances and similar registrations; and
- (d) those items which the Buyer agreed to assume in this Contract.

2. THE TRANSACTION

- 2.1 The Buyer and the Seller agree to act cooperatively, reasonably, diligently and in good faith.

DocuSign Envelope ID: 8E852165-E3AB-4D5E-B1E6-54855ED3058B

Oct22-14b

Contract Number



Residential Purchase Contract

2.2 The Buyer hereby offers to purchase the Property for the Purchase Price specified and allocated below:

\$ 10,000.00	Initial Deposit
\$ 10,000.00	Additional Deposit
\$	Assumption of Mortgage
	(approximate principal balance as per attached Financing Schedule)
\$	
\$ 525,000.00	New Financing
\$	Seller Financing (as per attached Financing Schedule)
\$	Other Value
\$ 150,000.00	Balance Owning (subject to adjustments)
\$ 695,000.00	Purchase Price

Unless otherwise agreed in writing, the Purchase Price includes any applicable Goods and Services Tax (GST).

2.3 Other than the Deposits, the Buyer shall pay the Purchase Price by lawyer's trust cheque, bank draft or other agreed value.

3. DEPOSITS

3.1 All Deposits shall be delivered in trust to discover real estate

Unless otherwise agreed in writing, the Initial Deposit shall accompany the offer.

2 business days

3.2 The Initial Deposit shall be deposited no later than the third Business Day following the day that Final Signing occurred (as per clause 15.1). Additional Deposits shall be deposited no later than the third Business Day following the day the Additional Deposit is received by the brokerage.

3.3 Any Additional Deposits shall be delivered as follows:
upon removal of conditions by 24 hours.

3.4 Unless otherwise agreed in writing, no interest on the Deposits shall be paid to the Seller or the Buyer.

- 3.5 The Deposits shall be held in trust for both the Seller and the Buyer and shall be:
- (a) applied against the Commission and paid directly out of trust to the brokerage(s) when the Commission is earned in accordance with the terms of the Seller Representation Agreement;
 - (b) refunded forthwith to the Buyer if this offer is not accepted;
 - (c) refunded forthwith to the Buyer upon the Buyer's cheque clearing the brokerage's trust account if a condition is not satisfied or waived (as per clauses 8.5 and 8.6) or the Seller fails to perform this Contract; and
 - (d) forfeited to the Seller if this offer is accepted and all conditions are satisfied or waived and the Buyer fails to perform this Contract.
- 3.6 The brokerage holding the Deposits is further directed and authorized to pay that portion of the Deposits exceeding the Commission in trust to the Seller's lawyer no later than two (2) Business Days prior to the Completion Day.
- 3.7 If there is a dispute between the Seller and the Buyer as to entitlement to the Deposits then:
- (a) the brokerage holding the Deposits shall review the circumstances, determine entitlement and pay the money to the party who is entitled to the Deposits;
 - (b) if no reasonable conclusion can be made in regard to (a) above, the brokerage shall notify the parties to the Contract in writing and shall pay the money into a lawyer's trust account;
 - (c) the parties agree to allow the lawyer or the brokerage to deduct from the Deposits a reasonable fee and costs incurred for dealing with the Deposits;
 - (d) a brokerage and/or lawyer acting in good faith under this clause shall not be liable to either party for any damages associated with the handling of the Deposits, except as arising from the negligence of the brokerage or lawyer.
- 3.8 In the event that the brokerage holding the trust funds ceases to be licensed in real estate, the Buyer and Seller agree to allow the trust funds to be transferred to the brokerage representing the other party.



DS



DocuSign Envelope ID: 8E852165-E3AB-4D5E-B1E6-54855ED3058B

Oct22-14b/h

Contract Number


Real Estate
ASSOCIATION

Residential Purchase Contract

4. CLOSING

- 4.1 Unless otherwise agreed in writing, this Contract will be completed, the Purchase Price will be fully paid and vacant possession will be available by 12 noon on the 15 day of January, 2015 (the "Completion Day"), subject to the rights of the existing tenants, if any.
- 4.2 When the Buyer obtains possession, the Property will be in substantially the same condition as it was in when this Contract was accepted.
- 4.3 Items which are normally adjusted for, such as real estate property taxes, amortized local improvement levies, utilities, rents, security deposits, statutory interest on security deposits, mortgage interest and homeowner association fees, will be assumed by the Buyer and will be adjusted as of 24:00 hours on the Completion Day.
- 4.4 The Seller or the Seller's lawyer will deliver normal closing documents including, where applicable, a real property report pursuant to clause 4.11, to the Buyer or the Buyer's lawyer upon reasonable conditions consistent with the terms of this Contract. The Buyer or the Buyer's lawyer must have an opportunity to review the real property report, where applicable, prior to submitting the transfer documents to the Land Titles Office and a reasonable period of time before the Completion Day to confirm registration of documents at the Land Titles Office and to obtain the advance of proceeds for any New Financing and Other Value.
- 4.5 If the Seller fails to deliver the closing documents according to clause 4.4, then payment of the Purchase Price and late interest will be postponed until the Buyer has received the closing documents and has a reasonable period of time to register them and to obtain the advance of proceeds for any New Financing and Other Value. Notwithstanding the foregoing, if the Buyer is otherwise ready, willing and able to close in accordance with this Contract and desires to take possession of the Property, then the Seller shall give the Buyer possession upon reasonable terms which will include the payment of late interest only on the amount of mortgage being obtained by the Buyer, if any, at the interest rate of such mortgage.
- 4.6 In circumstances where the Seller has complied with clause 4.4 but the Buyer is not able to close in accordance with this Contract, then the Seller may, but is not obligated to, accept late payment of the Purchase Price and give the Buyer possession upon reasonable terms. If the Seller agrees in writing to accept late payment of the Purchase Price under this clause then, whether or not possession is granted, the Buyer will pay late interest at the prime lending rate of the Province of Alberta Treasury Branches at the Completion Day plus 3% calculated daily from and including the Completion Day to (but excluding) the day the Seller is paid in full. Payment received after noon on any day will be payment as of the next Business Day.
- 4.7 The Seller's lawyer may use the Purchase Price to pay out all mortgages, registrations and other financial obligations that are the Seller's obligation to pay or discharge. Within a reasonable period of time after the Completion Day, the Seller's lawyer will provide the Buyer's lawyer with evidence of all discharges including, where required, a certified copy of the certificate of title.
- 4.8 The Seller will pay the costs to prepare the closing documents; to prepare, register and discharge any Seller's caveat based on this Contract; and to provide the documents described in clause 4.11.
- 4.9 The Buyer will pay the costs to prepare, register and discharge any Buyer's caveat based on this Contract; and to register the transfer of land.
- 4.10 If the Property is rented and the Buyer is not assuming the tenancy, then the Seller is responsible for all costs related to ending the tenancy and to giving vacant possession to the Buyer.
- 4.11 As part of the normal closing documents, the Seller will provide the Buyer, regarding the matters described in clause 6.1, a real property report reflecting the current state of improvement on the Property, according to the Alberta Land Surveyors' Manual of Standard Practice, with evidence of municipal compliance or non-conformance. This obligation will not apply to any transaction where there are no structures on the land.
- 4.12 Notwithstanding the closing provisions in this Contract, the parties instruct their lawyers to follow, if appropriate, the Law Society of Alberta Conveyancing Protocol in the closing of this transaction.

5. INSURANCE

- 5.1 The risk of loss or damage to the Property shall lie with the Seller until the Purchase Price is paid according to the terms of this Contract. If loss or damage to the Property occurs before the Seller is paid the Purchase Price, then any insurance proceeds shall be held in trust for the Buyer and the Seller according to their interests in the Property.

6. REPRESENTATIONS AND WARRANTIES

- 6.1 The Seller represents and warrants to the Buyer that:
- (a) the Seller has the legal right to sell the Property;
 - (b) the Attached Goods and included Unattached Goods are in normal working order and are free and clear of all encumbrances;
 - (c) the Seller is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada);
 - (d) the current use of the Land and Buildings complies with the existing municipal land use bylaw;

DocuSign Envelope ID: 8E852165-E3AB-4D5E-B1E6-54855ED3058B

Oct22-14b

Contract Number

Real Estate
ASSOCIATION

Residential Purchase Contract

- (e) the Buildings and other improvements on the Land are not placed partly or wholly on any easement or utility right-of-way and are entirely on the Land and do not encroach on neighbouring lands, except where an encroachment agreement is registered on title, or in the case of an encroachment into municipal lands or a right-of-way, the municipality has endorsed encroachment approval directly on the real property report;
- (f) the location of Buildings and other improvements on the Land complies with all relevant municipal bylaws, regulations or relaxations granted by the appropriate municipality prior to the Completion Day, or the Buildings and other improvements on the Land are "non-conforming buildings" as that term is defined in the *Municipal Government Act* (Alberta);
- (g) the current use of the Land and Buildings and the location of the Buildings and other improvements on the Land comply with any restrictive covenant on title;
- (h) except as otherwise disclosed, the Seller is not aware of any defects that are not visible and that may render the Property dangerous or potentially dangerous to occupants or unfit for habitation.
- 6.2 All of the warranties contained in this Contract and any attached Schedules are made as of and will be true at the Completion Day, unless otherwise agreed in writing.
- 6.3 The representations and warranties in this Contract may be enforced after the Completion Day, provided that any legal action is commenced within the time limits prescribed by the *Limitations Act* (Alberta).
- 6.4 The Seller and the Buyer each acknowledge that, except as otherwise described in this Contract, there are no other warranties, representations or collateral agreements made by or with the other party, the Seller's brokerage and the Buyer's brokerage about the Property, any neighbouring lands, and this transaction, including any warranty, representation or collateral agreement relating to the size/measurements of the Land and Buildings or the existence or non-existence of any environmental condition or problem.

7. ADDITIONAL TERMS

- 7.1 All time periods, deadlines and dates in this Contract shall be strictly followed and enforced. All times will be Alberta time unless otherwise stated.
- 7.2 This Contract is for the benefit of and shall be binding upon the heirs, executors, administrators and assigns of the individual parties and the successors and assigns of corporate parties.
- 7.3 All changes of number and gender shall be made where required.
- 7.4 This Contract will be governed by the laws of the Province of Alberta. The parties submit to the exclusive jurisdiction of the Courts in the Province of Alberta regarding any dispute that may arise out of this transaction.
- 7.5 In addition to any Schedules required in Section 8, the following Schedules form part of this Contract:
☐ Financing Schedule ☐ Addendum ☒ Property Schedule
- 7.6 Additional terms of sale (if any):

Buyer and seller are open to moving possession earlier if Buyer's home sale is before the 15th of January.

8. CONDITIONS**8.1 The Buyer's Conditions are :****(a) Financing Condition**

This Contract is subject to the Buyer securing New Financing as follows:

- as per clause 2.2 (plus applicable mortgage insurance fee, if any)
- interest rate not to exceed _____ percent a year calculated semi-annually not in advance
- a term of not less than _____ years

Monthly payment of principal and interest not to exceed \$ _____ (including mortgage insurance fee, if applicable) for an amortization of 25 years.

Before 9 p.m. on November 12, 2014, (the "Condition Day")

The Buyer will pay for all costs associated with the New Financing.

(b) Property Inspection Condition

This Contract is subject to the Buyer's approval of a property inspection.

Before 9 p.m. on November 12, 2014, (the "Condition Day").

A Property Inspection Schedule is attached to and forms part of the Contract. ☐ Yes ☐ No



DocuSign Envelope ID: 8E852165-E3AB-4D5E-B1E6-54855ED3058B



Residential Purchase Contract

Cd22-14b

Contract Number

(c) Sale of Buyer's Home Condition

This Contract is subject to the sale of the Buyer's home, as per attached Sale of Buyer's Home Schedule. ☐ Yes ☐ No

Before 9 p.m. on _____, 20____, (the "Condition Day").

(d) Additional Buyer's Conditions:

Before 9 p.m. on _____, 20____, (the "Condition Day").

8.2 The Seller's Conditions are:

Before 9 p.m. on _____, 20____, (the "Condition Day").

8.3 If this Contract contemplates an assumption of mortgage, then it is subject to the lender confirming the assumability of the mortgage by the Buyer.

Before 9 p.m. on _____, 20____, (the "Condition Day").

This Condition is for the mutual benefit of both the Buyer and the Seller and cannot be waived unilaterally.

8.4 Unless otherwise agreed in writing, the Buyer's Conditions are for the sole benefit of the Buyer and the Seller's Conditions are for the sole benefit of the Seller. The Buyer and Seller must use reasonable efforts to satisfy their respective Conditions.**8.5 The Buyer and the Seller may unilaterally waive or acknowledge satisfaction of their Conditions by giving a written notice to the other party on or before the stated Condition Day. If that notice is not given, then this Contract is ended immediately following that Condition Day.****8.6 Subject to clause 8.4, the Buyer and the Seller may give written notice to the other party on or before the stated Condition Day advising that a Condition will not be waived, has not been satisfied and will not be satisfied on or before the Condition Day. If that notice is given, then this Contract is ended upon the giving of that notice.****9. REMEDIES/DISPUTES****9.1 If the Seller or the Buyer fails or refuses to complete this Contract according to its terms, then the other party may pursue all available remedies. The Seller's remedies include keeping the Deposits and claiming additional damages. Both the Seller and the Buyer can claim reasonable costs including legal fees and disbursements on a solicitor/client full indemnity basis.****9.2 If the Seller must restore title to the Property, enforce a lien against the Property or regain possession of the Property due to the Buyer's default, then the Buyer will pay the Seller's reasonable costs including legal fees and disbursements on a solicitor/client full indemnity basis.****9.3 The Seller and the Buyer agree that the Property is unique and that, in the event of a default by the Seller, the Buyer is entitled, without limiting any other remedies available in clause 9.1, to claim the remedy of specific performance.****10. ADVICE/DISCLOSURE****10.1 This Contract is intended to create binding legal obligations. The Seller and the Buyer should read this Contract carefully and are encouraged to obtain legal advice before signing.****10.2 Any representations as to the measurements of the Buildings are only approximations and may not be accurate. The Buyer may wish to obtain an independent property inspection and verify the measurements of the Land and Buildings.****10.3 Unless there is written consent for alternate representation, the Seller's brokerage represents the Seller as Seller's Agent and does not have a fiduciary relationship with the Buyer, and the Buyer's brokerage represents the Buyer as Buyer's Agent and does not have a fiduciary relationship with the Seller.****10.4 The Seller and the Seller's brokerage have signed a Seller Representation Agreement. The Seller directs the Seller's lawyer to honour the terms of the Seller Representation Agreement and in particular to close the transaction according to the assignment of the Purchase Price contained in the Seller Representation Agreement.**

SA

DS



DocuSign Envelope ID: 8E852165-E3AB-4D5E-B1E6-54855ED3058B



Residential Purchase Contract

Oct22-14b

Contract Number

- 10.5** The Buyer and Seller agree that the sale and other related information regarding this transaction may be retained and disclosed by the brokerage and/or the real estate boards(s) as required for closing and for reporting, appraisal and statistical purposes.
- 10.6** This Contract may be signed and sent by fax or by email and these procedures will be as effective as signing and delivering an original copy.
- 10.7** Dower consent may be required for this Purchase Contract to be binding if title is in only one name and the registered owner is legally married.

11. DEFINITIONS

11.1 In this Contract:

- (a) *Business Day* means every day but Saturday, Sunday and statutory holidays.
- (b) *Buyer's Agent* means the licensed brokerage (including its broker, all associate brokers and associates) that represents the Buyer.
- (c) *Commission* means the sum owing from the Seller for services rendered under the Seller Representation Agreement plus GST.
- (d) *Completion Day* is the day described in clause 4.1.
- (e) *Deposits* mean the Initial Deposit plus all Additional Deposits.
- (f) *Seller Representation Agreement* means any written service or commission agreement obligating the Seller to pay remuneration.
- (g) *Notice* means any notice referred to in this Contract and includes communication of the acceptance of an offer to purchase.
- (h) *Seller's Agent* means the licensed brokerage (including its broker, all associate brokers and associates) that represents the Seller.
- (i) *Unless otherwise agreed in writing* means either changes made to the terms of this Contract that are agreed to by both the Seller and the Buyer, or a written agreement by letter or otherwise between the Seller or the Seller's lawyer and the Buyer or the Buyer's lawyer.

12. REPRESENTATIVES/NOTICE/COMMUNICATION

Note: This section must be filled out in full.

- 12.1** As long as the Representative information in 12.3 is completed, the identified Representatives are authorized to send and receive any Notices, documents and information on behalf of their respective clients in person, by fax, or by email. Buyer and Seller acknowledge there are risks with each of these methods.
- 12.2** Buyer and Seller agree that any Notices, documents and information exchanged between the parties in person, by fax, or by email will be considered effective at the time they are sent.
- 12.3** The following addresses must be used for all communication between Buyer, Seller and their Representatives, unless otherwise stated. If the information changes, Buyer and Seller must tell each other, in writing, through their Representatives, within two Business Days of the change.

Designated Address for Communication:

The Buyer acknowledges that the following is the designated address for communication for all buyers.

Name Jodee Hrehirchuk

Address _____

Phone _____

Fax _____

(postal code) _____

Email _____

Buyer Brokerage Information:

BROKERAGE:

Name Boutique Real Estate Group

Address 101-602 11th Ave SW

Calgary AB T2R 1J8

(Postal Code)

Phone 403-921-5000

Fax 403-410-2066

Email brandondharris@gmail.com

BROKERAGE REPRESENTATIVE:

Name Brandon Harris

Address: c/o the Brokerage

Phone 403-921-5000

Fax _____

Email brandon@brandonharris.ca



SAK

DS



DocuSign Envelope ID: 8E852165-E3AB-4D5E-B1E6-54855ED3058B



Residential Purchase Contract

Oct22-14b

Contract Number

The Seller acknowledges that the following is the designated address for communication for all sellers.

Name _____

Address _____

Phone _____ Fax _____ (postal code) _____

Email _____

Seller Brokerage Information:

BROKERAGE:

Name DISCOVER REAL ESTATE LTD.Address 217, 222 - 16 AVENUE N.E.CALGARY AB T2E1J8

(Postal Code)

Phone (403)230-5590 Fax 403 230-3736

Email _____

BROKERAGE REPRESENTATIVE:Name Nestor PapishAddress: c/o the BrokeragePhone (403)560-1499 Fax _____Email nestorpapish@hotmail.com**13. OFFER**13.1 Buyer and Seller agree that an electronic signature, as defined in the *Electronic Transactions Act* (Alberta), or a digitized signature will have the same function as an ink signature.

13.2 The Buyer offers to buy the Property for the Purchase Price according to the terms of this Contract.

13.3 This offer/counter offer shall be open for acceptance in writing until 10 :59 p.m. on November 02, 2014.SIGNED AND DATED at Calgary, Alberta at _____ : _____ .m. on 11/2/2014 | 3:52 PM MT.

DocuSigned by:

Signature of Buyer

Jodee Hrehirchuk

Print Name of Buyer

Signature of Buyer

Print Name of Buyer

Signature of Witness

Print Name of Witness

Signature of Witness

Print Name of Witness

14. ACCEPTANCE

14.1 The Seller accepts the Buyer's offer and agrees to sell the Property for the Purchase Price according to the terms of this Contract.

SIGNED AND DATED at CALGARY, Alberta at 6:00 P.m. on NOVEMBER 2, 2014.

Signature of Seller

SANDEEP GOEL AGGARWAL

Print Name of Seller

Signature of Seller

DONNA MARIE AGGARWAL

Print Name of Seller

Signature of Witness

NESTOR PAPISH

Print Name of Witness

Signature of Witness

NESTOR PAPISH

Print Name of Witness

15. FINAL SIGNING15.1 Final Signing of this Contract occurred at 6: P.m. on NOV 2, 2014.

initials of the persons(s) who signed last

AREAD150CLDA_2014JUL

Seller's Initials

Buyer's Initials



This form was developed by the Alberta Real Estate Association (AREA) for the use of its members only. It is not to be used or modified by any other person or entity. The use of this form by non-members is strictly prohibited. The use of this form by members is subject to the terms and conditions of the AREA's Bylaws and the Real Estate Act (RSA).

Page 7 of 8



DocuSign Envelope ID: 8E852165-E3AB-4D5E-B1E8-54855ED3058B

Oct22-14b1

Contract Number



Residential Purchase Contract

CONVEYANCING

BUYER:

Name Jodee Hrehirchuk

Address _____

(Postal Code)

Phone _____ Fax _____

Email _____

Name _____

Address _____

(Postal Code)

Phone _____ Fax _____

Email _____

BROKERAGE:

Name Boutique Real Estate GroupAddress 101-602 11th Ave SW

Calgary AB T2R 1J8

(Postal Code)

Phone 403-921-5000 Fax 403-410-2066Email brandondharris@gmail.com

BROKERAGE REPRESENTATIVE:

Name Brandon HarrisAddress: c/o the BrokeragePhone 403-921-5000 Fax _____Email brandon@brandonharris.ca

LAWYER:

Name _____

Address _____

(Postal Code)

Phone _____ Fax _____

Email _____

SELLER:

Name SANDEEP GOEL AGGARWAL

Address _____

(Postal Code)

Phone _____ Fax _____

Email _____

Name DONNA MARIE AGGARWAL

Address _____

(Postal Code)

Phone _____ Fax _____

Email _____

BROKERAGE:

Name DISCOVER REAL ESTATE LTD.Address 217, 222 - 16 AVENUE N.E.

CALGARY AB T2E1J8

(Postal Code)

Phone (403)230-5590 Fax 403 230-3736

Email _____

BROKERAGE REPRESENTATIVE:

Name Nestor PapishAddress: c/o the BrokeragePhone (403)560-1499 Fax _____Email nestorpapish@hotmail.com

LAWYER:

Name FELD LAW OFFICE Kevin Schouten

Address _____

(Postal Code)

Phone 403 260-8552 Fax _____Email kschouten@feldlaw.com