OMREB Okanagan Mainline Real Estate Board

BRITISH COLUMBIA REAL ESTATE ASSOCIATION

THE CANADIAN BAR ASSOCIATION British Columbia Branch

RE/MAX Kelowna

CONTRACT OF PURCHASE AND SALE

BROKERAGE: RE/MAX Kelowna DATE: June 1, 2016

ADDRESS: #100 - 1553 Harvey Aven Kelowna PC: V1Y 6G1 PHONE: (250) 717-5000

PREPARED BY: Scott Aaltonen MLS® NO: 10117428

SELLER: Tritscher Construction Ltd.	BUYER: Jung Been Lee
SELLER:	BUYER:
ADDRESS: 5700 Mountainside DR	ADDRESS: 524 Mica Crt
Kelowna PC: V1W 5L5	Kelowna PC: V
PHONE:	PHONE:
RESIDENT OF CANADA NON-RESIDENT OF CANADA as defined under the *Income Tax Act*.	OCCUPATION:

PROPERTY:

5700 Mountainside DR

UNIT NO. ADDRESS OF PROPERTY

Kelowna V1W 5L5

CITY/TOWN/MUNICIPALITY POSTAL CODE

029-296-820

PID OTHER PID(S)

Lot 1 Plan EPP38359 Section 14 Township 28 L.D.54 Similkameen Division of Yale

LEGAL DESCRIPTION

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

1. **PURCHASE PRICE:** The purchase price of the Property will be Nine Hundred ~~Ten~~ Thousand PLUS APPLICABLE GST JL DOLLARS $ ~~910,000.00~~ $900,000 + GST (Purchase Price)

2. **DEPOSIT:** A deposit of $ 25,000.00 which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows: 2 business days after removal of all subjects

All monies paid pursuant to this section (Deposit) will be paid in accordance with section 10 or by uncertified cheque except as otherwise set out in this section 2 and will be delivered in trust to ReMax Kelowna and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

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INITIALS

3. **TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:

Buyer and Seller understand that the following subject conditions are for the sole benefit of the Buyer and it is agreed that they may be unilaterally waived/removed by the Buyer by on or before June 8th, 2016.

1) Subject to the Buyer searching and approving title to the property against the presence of any charge or other feature, whether registered or not, that reasonably may affect the property's use or value. In the event there are entries on Title which require interpretation it is suggested the Buyer obtain legal advice.
2) Subject to the Buyer obtaining and approving the results of a Home Inspection and if suggested, inspection for termites by a Professional Home Inspection Service.
3) Subject to Buyer receiving and approving a current Property Condition Disclosure Statement. This statement shall form part of this contract. All subject conditions are for the sole benefit of the Buyer and may be unilaterally waived/removed by the Buyer.
The Seller is to use reasonable effort to provide or cause their mortgage company to provide a copy of a valid existing survey certificate without charge showing there are no encroachments on boundaries or setback requirements by on or before the Buyers' subject removal date. In the event this certificate is not available it is the responsibility of the Buyers to obtain at their expense, a new survey certificate if required by the buyer or the buyer's financial institution.

The Buyer is aware of the following:
*The Buyer is responsible to pay the Property Transfer Tax amounting to 1% of the purchase price up to $200,000 and 2% of the purchase price over $200,000. *The Buyer acknowledges and accepts that on Completion the Buyer will receive title containing, in addition to any encumbrance referred to in Clause 9 (TITLE) of this contract, any non-financial charge set out in the copy of the title search results that is attached to and forms part of this contract.
*The room sizes and square footage are approximate and should be verified if important.

The Sellers agree to the following:
*To have any & all miscellaneous items not included removed from the home and property.
*To ensure all included appliances and mechanicals are in good working order at time of Possession, and to have all warranty cards and manuals available to the buyer
*The Seller warrants that there is no hidden damage to the walls or floors, underneath or behind personal items in the home that would not be visible to the Buyer.
*The Seller now gives the Buyer permission to view the property
file at The City of Kelowna/Regional District/Municipal Building Department. The Seller is to maintain the Seller's insurance in effect until the date on which Seller receives proceeds of sale. The Seller warrants the Subject Property has a Municipal/ City/Regional District Occupancy Certificate. It is agreed and understood that the Buyer will be responsible to pay any GST found to be applicable in this transaction.
*The Seller warrants the the home is covered under full New Home Warranty, and that the builder is in good standing with the Home Owner Protection Office, and that no outstanding claims exist involving the subject property.
*The seller agrees to conduct a new home deficiency walk through, per HPO guidelines with the buyer at least 5 business days prior to closing. The seller agrees to fix or cause to be fixed any outstanding deficiencies within a reasonable timeline. The buyer agrees to offer reasonable access to the home for said deficiencies to be rectified.

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act.*

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INITIALS

3. **TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:

Terms of this contract: [JL]

~~The Seller and Buyer agree to the following terms:~~ PLEASE SEE SUBJECT BELOW ADDRESSING BUYERS REQUEST – ALL ITEMS BELOW TO BE NEGOTIATED AND IN ADDITION TO PURCHASE PRICE SHOWN.

*Seller will install or cause to be installed hardwood flooring in the upstairs bedrooms (3) to match the hardwood flooring already in place in the upstairs hallway. (for information only: Estimated value $4,000) Seller will attempt to save the existing carpet in these rooms to be used in the basement media room if possible (seams expected).

*Seller will install or cause to be installed a basic media room finish to the room under the garage with sound dampening insulation (Roxul), Z-Bar Clips on the ceilng, 5/8 Drywall on walls and ceiling, basic electrical with 6 theatre/step LED lights, 8 pot lights on two separate dimmers (4 and 4), 3 Tiers of sub-floor at 7 inches each offset in height from back to front with step lights in the walking paths (6), cat 5 to two locations, a 1.5 inch conduit from front centre of room to the ceiling for a project (12-16 ft back from front wall - to be confirmed), and speaker wire to 7 locations (tbd). Buyer to supply all audio/video electronics including speakers, receivers, amplifiers, projects, and screen. (for information only: Estimated Value $7,000)

*Seller agrees to finish the 3rd coat of stucco
*Seller agrees to install or cause to be installed a fully landscaped yard with irrigation, grass, plants, etc.
*Se~~ller agrees to install a compacted gravel pad to the side of the driveway approx. 26 ft by 8 feet wide (or until the property line). There is no need for planting nor irrigation in this zone.~~
*Seller will finish or cause to be finished the master bedroom deck with glass railing per code

[JL] PLEASE NOTE: DESIGN GUIDELINES REQUIRE LANDSCAPE SIDE PERIMETER AND THIS WOULD PRECLUDE "GRAVEL PAD"

[JL] * SUBJECT TO THE BUYER RECEIVING & APPROVING BY JUNE 8th, 2016 DETAILED SPECIFICATIONS AND COST ESTIMATES WITH RESPECT TO THE PROPOSED BASEMENT FINISHING AS PER ABOVE REMARKS AND DESCRIPTION. SELLER WILL PROVIDE BUYER WITH DETAILED SPECIFICATIONS & COST ESTIMATE, AND FURTHER AGREES THAT SUCH WORK, CONTINGENT UPON ALL PARTIES AGREEING TO SUCH TERMS, WILL BE COMPLETED BY THE SELLER AT SELLERS' COST. WORK TO BE COMPLETED IN A TIMELY FASHION, AS EXPEDITIOUSLY AS TRADES MAY BE AVAILABLE. PLEASE NOTE: THIS PROPOSED FINISHING AND COSTS IS IN ADDITION TO PURCHASE PRICE SHOWN. THIS CONDITION FOR MUTUAL BENEFIT OF BOTH BUYER & SELLER [JL]

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

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INITIALS

4. **COMPLETION:** The sale will be completed on June 24, yr. 2016 (Completion Date) at the appropriate Land Title Office.

5. **POSSESSION:** The Buyer will have vacant possession of the Property at Noon m. on June 25, yr. 2016 (Possession Date) OR, subject to the following existing tenancies, if any:

6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of June 24, yr. 2016 (Adjustment Date).

7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:

   All stainless steel appliances as viewed on June 1st in the kitchen, including: Fridge, Dishwasher, Wall Oven, Microwave with stainless trim kit, and induction cooktop, plus front loading washer and dryer to be installed, with ~~counter top to match the master bathroom~~. Garage door openers

   JL

   BUT EXCLUDING:

8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on June 1 yr. 2016

9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Section 5, if any, and except as otherwise set out herein.

10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.

11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.

12. **TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller in accordance with the *Real Estate Services Act,* on account of damages, without prejudice to the Seller's other remedies.

PLEASE NOTE: LANDSCAPE WILL NOT BE COMPLETED PRIOR TO POSSESSION BUT AS EXPEDITIOUSLY AS TRADES ARE REASONABLY AVAILABLE.

THE GLASS PANEL RAILING MAY NOT BE COMPLETED PRIOR TO POSSESSION BUT AS EXPEDITIOUSLY AS TRADES ARE REASONABLY AVAILABLE

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13. **BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").

14. **CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.

15. **COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.

16. **RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.

17. **PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.

18. **REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.

19. **PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Section 21, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:

    A. for all purposes consistent with the transaction contemplated herein:

    B. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;

    C. for enforcing codes of professional conduct and ethics for members of real estate boards; and

    D. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®*.

20. **ASSIGNMENT OF REMUNERATION:** The Buyer and the Seller agree that the Seller's authorization and instruction set out in section 25(c) below is a confirmation of the equitable assignment by the Seller in the Listing Contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.

20A. **RESTRICTION ON ASSIGNMENT OF CONTRACT:** The Buyer and the Seller agree that this Contract: (a) must not be assigned without the written consent of the Seller; and (b) the Seller is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent assignee.

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INITIALS

21. AGENCY DISCLOSURE: The Seller and the Buyer acknowledge having received, read and understood the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®* and acknowledge and confirm as follows:

A. the Seller has an agency relationship with

Robert Conkin who is licensed in relation to RE/MAX Kelowna
DESIGNATED AGENT/LICENSEE BROKERAGE

B. the Buyer has an agency relationship with

Scott Aaltonen who is licensed in relation to RE/MAX Kelowna
DESIGNATED AGENT/LICENSEE BROKERAGE

C. the Buyer and the Seller have consented to a limited dual agency relationship with

____
DESIGNATED AGENT/LICENSEE

who is/are licensed in relation to ______________________
BROKERAGE

having signed a Limited Dual Agency Agreement dated ______________________

If only (A) has been completed, the Buyer is acknowledging no agency relationship. If only (B) has been completed, the Seller is acknowledging no agency relationship.

22. ACCEPTANCE IRREVOCABLE (Buyer and Seller): The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified for the Buyer to either:

A. fulfill or waive the terms and conditions herein contained; and/or

B. exercise any option(s) herein contained.

23. THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.

24. OFFER: This offer, or counter-offer, will be open for acceptance until 12 3:00 o'clock p.m. on June 2, yr. 2016 (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

X	Authentisign *Jung Been Lee* 6/1/2016 10:20:49 PM PDT	SEAL Jung Been Lee
WITNESS	BUYER	PRINT NAME
X		SEAL
WITNESS	BUYER	PRINT NAME

25. ACCEPTANCE: The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested forthwith after completion.

Seller's acceptance is dated JUNE 2ND., yr. 2016

X		SEAL Tritscher Construction Ltd.
WITNESS	SELLER	PRINT NAME
X		SEAL
WITNESS	SELLER	PRINT NAME

*PREC represents Personal Real Estate Corporation

CONTRACT OF PURCHASE AND SALE
INFORMATION ABOUT THIS CONTRACT

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.

2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.

3. **COMPLETION:** (Section 4) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:

   (a) The Buyer pays the Purchase Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required) several days before the Completion Date and the Buyer signs the documents.

   (b) The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notary.

   (c) The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.

   (d) The Buyer's Lawyer or Notary releases the sale proceeds at the Buyer's Lawyer's or Notary's office.

   Since the Seller is entitled to the Seller's proceeds on the Completion Date, and since the sequence described above takes a day or more, it is strongly recommended that the Buyer deposits the money and the signed documents AT LEAST TWO DAYS before the Completion Date, or at the request of the Conveyancer, and that the Seller delivers the signed transfer documents no later than the morning of the day before the Completion Date.

   While it is possible to have a Saturday Completion Date using the Land Title Office's Electronic Filing System, parties are strongly encouraged **NOT** to schedule a Saturday Completion Date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.

4. **POSSESSION:** (Section 5) the Buyer should make arrangements through the real estate licensees for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the *Residential Tenancy Act.*

5. **TITLE:** (Section 9) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the Property and any encumbrances which are staying on title before becoming legally bound. It is up to the Seller to specify in the Contract if there are any encumbrances, other than those listed in Section 9, which are staying on title before becoming legally bound. If you as the Buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the seller are allowing the Buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.

6. **CUSTOMARY COSTS:** (Section 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

Costs to be Borne by the Seller

Lawyer or Notary Fees and Expenses:
- attending to execution documents.

Costs of clearing title, including:- investigating title,
- discharge fees charged by encumbrance holders,
- prepayment penalties.

Real Estate Commission (plus GST).
Goods and Services Tax (if applicable).

Costs to be Borne by the Buyer

Lawyer or Notary Fees and Expenses:
- searching title,
- drafting documents.

Land Title Registration fees.
Survey Certificate (if required).
Costs of Mortgage, including:
- mortgage company's Lawyer/Notary.
- appraisal (if applicable)
- Land Title Registration fees.

Fire Insurance Premium.
Sales Tax (if applicable).
Property Transfer Tax.
Goods and Services Tax (if applicable).

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7. **RISK:** (Section 16) The Buyer should arrange for insurance to be effective on the earlier of the Completion Date or the date the Seller receives the proceeds of sale, or the date the Seller vacates the property.

8. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves: a house or other building under construction, a lease, a business, an assignment, other special circumstances (including the acquisition of land situated on a First Nations reserve)

   Additional provisions, not contained in this form, may be needed, and professional advice should be obtained. A Property Disclosure Statement completed by the Seller may be available.

9. **REALTOR® Code, Article 11:** A REALTOR® shall not buy or sell, or attempt to buy or sell an interest in property either directly or indirectly for himself or herself, any member of his or her immediate Family, or any entity in which the REALTOR® has a financial interest, without making the REALTOR®'s position known to the buyer or seller in writing. **Real Estate Council Rules 5-9:** If a licensee acquires, directly or indirectly, or disposes of real estate, or if the licensee assists an associate in acquiring, directly or indirectly, or disposing of real estate, the licensee must make a disclosure in writing to the opposite party before entering into any agreement for the acquisition or disposition of the real estate.