



BRITISH COLUMBIA
REAL ESTATE
ASSOCIATION



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

PAGE 1 of 6 PAGES

CONTRACT OF PURCHASE AND SALE

BROKERAGE: Re/Max Lance Marshall

DATE: May 1 2016

ADDRESS: 100 1553 Harvey Ave Kelowna

PC: V1Y 6G1 PHONE: (250) 717-5063

PREPARED BY: Lance Marshall

MLS® NO: 10114456

SELLER: Dianne Appleton
SELLER: Madhu Singh
ADDRESS: 3078 Springfield RD

Kelowna PC: V1X 1A5
PHONE: _____
RESIDENT OF CANADA ☒ NON-RESIDENT OF CANADA ☐
as defined under the *Income Tax Act*.

BUYER: Michal Thompson
BUYER: ~~Chelsea Thompson~~
ADDRESS: _____
PC: _____
PHONE: _____
OCCUPATION: _____

PROPERTY:

3078 Springfield RD

UNIT NO. ADDRESS OF PROPERTY

Kelowna

V1X 1A5

CITY/TOWN/MUNICIPALITY

POSTAL CODE

006-851-011

PID

OTHER PID(S)

Plan KAP22418, Lot 175, Sec 23, Twnshp 26, DL 41 ODYD

LEGAL DESCRIPTION

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

- PURCHASE PRICE:** The purchase price of the Property will be Three Hundred Forty Thousand forty nine thousand 354,900 \$349,000.00 \$352,000 DOLLARS \$340,000.00 (Purchase Price)
- DEPOSIT:** A deposit of \$ 5,000.00 which will form part of the Purchase Price, will be paid within 2 business days of final subject removals acceptance unless agreed as follows: within 2 business days of final subject removals

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 Re/Max Lance Marshall 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.

INITIALS

3078 Springfield RD

Kelowna

VIX 1A5

PAGE 2 of 6 PAGES

PROPERTY ADDRESS

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

This offer is subject to the following conditions, all of which are for the sole benefit of the Buyer, unless specifically noted otherwise, and which may be removed or waived unilaterally by the Buyer(s), unless otherwise stated, by May 15 2016, failing which the contract shall be null and void and the Buyer[s] deposit shall be returned in full to the Buyer within 5 business days.

1) to the Buyer(s) approval of the condition of the title against those defects which might adversely affect their use and enjoyment or the value of the property. The Buyer(s) acknowledges that it is the Buyer's responsibility to obtain independent legal advice concerning any encumbrances that will remain on the title to the property after the Completion date. The Buyer(s) acknowledge and accept that on Completion the Buyer will receive title containing any non-financial charges set out in the copy of the title search results that is attached to and forms part of this contract.

2) to the Buyer(s) approval of a current Property Condition Disclosure Statement. Once signed by the Seller(s) and the Buyer(s) this will form part of this Contract.

3) to the Buyer(s) approving a property inspection by a recognized professional home inspection company. This inspection shall be obtained by the Buyer(s) at their expense and may also include a Bug & Termite Inspection and a Septic Inspection. The Seller(s) hereby agree to allow the inspector along with the Buyer(s) access to the property, with reasonable notice, for the purpose of carrying out this inspection. NOTE: The Buyer(s) agree that

- a) any refusal of the home inspection must be based on a material defect in structural or operative fitness, or mechanical utility;
- b) the seller has the right to cure any defects;
- c) any decision as to whether the defects are material cannot be made by the buyer unilaterally.

4) to the Buyer(s) obtaining approval of financing necessary to complete this Contract of Purchase and Sale.

5) to the Buyer(s) obtaining confirmation of home/property insurance satisfactory to the Buyer(s).

6) to the Buyer(s) verifying and approving any Water and Sewer Levy and all related expenses and/or special charges on any tax statement, which shall be provided by the Seller, or through any utility provider.

The Seller warrants that all included appliances shall be in good working order on Possession date. The Seller agrees to provide appliance manuals and warranty information if available.

The Buyer acknowledges that the property and home measurements are approximate and that he is satisfied with such area and measurements and that he has been advised to verify them, if important, before making this offer for the subject property.

The Seller agrees to supply to the Buyer, at no cost, if available, a copy of a survey certificate for the subject property by May 14 2016.

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.

X
[MT] [KLP] [MS]
INITIALS

3078 Springfield RD

Kelowna

V1X 1A5

PAGE 3 of 6 PAGES

PROPERTY ADDRESS

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

[MT] The Seller[s] agrees to remove all personal possessions, debris, tenants possessions, and leave the home and property clean and vacant on Possession date. ~~Failure to do so will result in a hold-back of funds by the Buyer[s] to cover the cost to have the property professionally cleaned and or to have the Seller[s] or Tenants possessions removed and disposed of.~~ The Seller agrees to allow the Buyer a final walk-through inspection of the said property the day prior to closing, to ensure that the property is in the same condition as when originally viewed by Buyer[s] and that the Seller[s] and tenants have removed all of their possessions. ~~In the event of items left at the property, as of the walkthrough inspection time, that must be removed, the Buyers lawyer shall hold back an amount that shall cover the costs of removal and disposal of said items.~~ If the Seller does not remove said items by 4 days after Completion, the Buyer shall remove the items and the costs shall be deducted from the holdback amount. Any excess funds after such deduction shall be paid to the Seller. The purchase price includes GST, if applicable. *[MT]* of \$2000.

The Seller warrants that they are residents of Canada for income tax purposes. *[MT]*

Buyer(s) have been advised to seek independent legal advice. *[MS]* *[MT]*

The Seller warrants that there are no local improvement charges or special levies against the Property nor has the Seller received any notice of any such proposed local improvement charges or special levies, which will not be paid as of completion date; and that all municipal taxes, rates, levies and assessments with respect to the property will be adjusted as provided in this Contract of Purchase & Sale and there is no pending appeal or other proceedings in existence with respect to any such taxes, rates, levies and assessments.

The Buyer(s) acknowledge their responsibility to pay legal and land registry fees to transfer the title into their name(s) and that they will be required to pay the BC Property Transfer Tax of 1% of the purchase price up to \$200,000 and 2% of any amount over \$200,000.

The Buyer(s) agree that they must satisfy themselves with the compliance of any fireplace, fireplace insert or wood stove installed in the Property with applicable municipal or regional bylaws and fire insurance requirements.

The Seller warrants that there is no hidden damage to flooring or walls that would not be evident from a visual inspection of the subject property.

The Seller[s] warrant that an unconditional occupancy permit and or final inspection has been approved by the Municipal/City/Regional Authority for this property.

The Seller authorizes the Buyer or the Buyers Agent to access property records on file with any Municipal or Regional District authority.

The Buyer reserves the right to assign this contract in whole or in part to any third party without further notice to the Seller; said assignment not to relieve the Buyer from his obligation to complete the terms and conditions of this contract should the assignee default.

The Seller will give legal notice to the Tenant(s) to vacate the premise, but only if the Seller receives the appropriate written request from the Buyer to give such notice in accordance with the requirements of section 49 of the Residential Tenancy Act. *[MS]*

[MS] The Seller shall, at the Seller expense, have the carpets steam-cleaned after the tenants move out and prior to Completion.

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.

[MS] *[MS]* *[MS]*
INITIALS

3078 Springfield RD

Kelowna

V1X 1A5

PAGE 4 of 6 PAGES

PROPERTY ADDRESS

4. **COMPLETION:** The sale will be completed on August 2, yr. 2016
(Completion Date) at the appropriate Land Title Office.

5. **POSSESSION:** The Buyer will have vacant possession of the Property at 9 a.m. on
August 3, 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 August 3, 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:

Fridge, stove, washer, dryer, dishwasher on main floor and fridge, stove, ~~washer, dryer~~ in basement. Window coverings, all keys including mail keys.

[MT]

BUT EXCLUDING: all tenants possessions, owners possessions, debris, miscellaneous items in and on property

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 May 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.

X
[m] [NG] [MS]
INITIALS

3078 Springfield RD

Kelowna

V1X 1A5

PAGE 5 of 6 PAGES

PROPERTY ADDRESS

- 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:** 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.

X

 INITIALS

3078 Springfield RD

Kelowna

V1X 1A5

PAGE 6 of 6 PAGES

PROPERTY ADDRESS

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

Dan Singla

who is licensed in relation to Sage Executive Group Real Estate

DESIGNATED AGENT/LICENSEE

BROKERAGE

B. the Buyer has an agency relationship with

Lance Marshall

who is licensed in relation to Re/Max Lance Marshall

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 9 o'clock p.m. on May 13, 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
WITNESS

BUYER

SEAL Michal Thompson
PRINT NAME

X
WITNESS

BUYER

SEAL Chelaca Thompson
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

yr. 2016

X
WITNESS

SELLER

SEAL Dianne Appleton
PRINT NAME

X
WITNESS

SELLER

SEAL Madhu Singh
PRINT NAME

*PREC represents Personal Real Estate Corporation

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).

BC2057 REV. DA APR 2016

COPYRIGHT - BC REAL ESTATE ASSOCIATION AND CANADIAN BAR ASSOCIATION (BC BRANCH)

WEBForms® Apr/2016

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).

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.