

AMACON

DEVELOPMENT
(CITY CENTRE) CORP

July 24, 2017

3567 KARIYA DRIVE
MISSISSAUGA, ONTARIO
L5B 3J2

Dear ALSHIBANI KHLOUD SHAWAN M,

We have received evidence that you have entered or are in the process of entering into subleasing arrangements during occupancy for your Unit without Vendor's consent and contrary to the terms of the Agreement of Purchase and Sale. Enclosed is a copy of a Lease Agreement. We have no record of a request made by you to us for consent to sublicense the use of the Unit during occupancy. Consequently, you are in default of the terms of the Agreement and we require you to remedy this default within five (5) business days.

Furthermore, this action without our consent effectively disqualifies you from receiving the benefit of the GST/HST Rebate credit on final closing. Accordingly, you will be charged the equivalent value of the Rebate amount on final closing regardless of whether you remedy the default within the required five (5) business days. We reserve all rights available to us under the Agreement and at law to enforce the Agreement terms.

This letter is being sent without prejudice to our rights as Vendor under the Agreement of Purchase and Sale. We remind you that you remain fully responsible at all times for all obligations of the purchaser under the Occupancy Licence attached as Schedule C to the Agreement of Purchase and Sale and all other provisions of the Agreement of Purchase and Sale. The right to use the Unit during occupancy is a personal licence for use granted to the named purchaser under contract when not in default, and grants no tenancy rights whatsoever. We will continue to reserve all rights available to us as Vendor both at law and under the Agreement of Purchase and Sale to enforce the Agreement and Occupancy Licence, in particular should the default not be remedied to our satisfaction within the said five (5) business days.

As a further consequence of your default, you will also be charged the administrative fee on final closing in the amount of \$1500.00 plus HST, which represents our fee payable to obtain our consent to sublicense the use of the Unit during occupancy.

We strongly recommend you bring the foregoing to the attention of your solicitor.

Yours very truly,

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Agreement to Lease Residential

Form 400 for use in the Province of Ontario

This Agreement to Lease dated this 29 day of April, 2017

Tenant (Lessee): Selvan Raju
(Full legal names of all Tenants)

Landlord (Lessor): Khaloud Alshibani
(Full legal names of all Landlord)

Address of Landlord: 4011 Brickstone Mews #405 Mississauga.
(Legal address for the purpose of receiving notices)

The Tenant hereby offers to lease from the Landlord the premises as described herein on the terms and subject to the conditions as set out in this Agreement.

1. **PREMISES:** Having inspected the premises and provided the present tenant vacates, I/we, the Tenant hereby offer to lease, premises known as:
4011 Brickstone Mews #405 Mississauga.

2. **TERM OF LEASE:** The lease shall be for a term of One year commencing May 02, 2017.

3. **RENT:** The Tenant will pay to the said Landlord monthly and every month during the said term of the lease the sum of \$ Two Thousand only. Canadian Dollars (CDN\$ 2,000.00), payable in advance on the first day of each and every month during the currency of the said term. First and last month's rent to be paid in advance upon completion or date of occupancy, whichever comes first.

4. **DEPOSIT AND PREPAID RENT:** The Tenant delivers Upon Acceptance by negotiable cheque payable to West-100 Maple View Realty Ltd. Brokerage Deposit Holder in the amount of \$ Ten Thousand only. (Voluntary deposit 3 month rent in advance.) Canadian Dollars (CDN\$ 10,000.00) as a deposit to be held in trust as security for the faithful performance by the Tenant of all terms, covenants and conditions of the Agreement and to be applied by the Landlord against the First and Last Four month's rent. If the Agreement is not accepted, the deposit is to be returned to the Tenant without interest or deduction.

For the purposes of this Agreement, "Upon Acceptance" shall mean that the Tenant is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

5. **USE:** The Tenant and Landlord agree that unless otherwise agreed to herein, only the Tenant named above and any person named in a Rental Application completed prior to this Agreement will occupy the premises.
Premises to be used only for: Single Family Residence.

6. **SERVICES AND COSTS:** The cost of the following services applicable to the premises shall be paid as follows:

	LANDLORD	TENANT		LANDLORD	TENANT
Gas	<input type="checkbox"/>	<input type="checkbox"/>	Cable TV	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Oil	<input type="checkbox"/>	<input type="checkbox"/>	Condominium/Cooperative Fees	<input type="checkbox"/>	<input type="checkbox"/>
Electricity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Garbage Removal	<input type="checkbox"/>	<input type="checkbox"/>
Hot Water Heater Rental	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>
Water and Sewerage Charges	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>

The Landlord will pay the property taxes, but if the Tenant is assessed as a Separate School Supporter, Tenant will pay to the Landlord a sum sufficient to cover the excess of the Separate School Tax over the Public School Tax, if any, for a full calendar year, said sum to be estimated on the tax rate for the current year, and to be payable in equal monthly installments in addition to the above mentioned rental, provided however, that the full amount shall become due and be payable on demand on the Tenant.

INITIALS OF TENANT(S): [Signature]

INITIALS OF LANDLORD(S): [Signature]



7. **PARKING:** One

8. **ADDITIONAL TERMS:**

Tenant and Landlord agree that an accepted Agreement to Lease shall form a completed lease and no other lease will be signed between the Parties.

The Tenants agree to provide 10 post dated cheques on or before the date of possession.

Landlord represents and warrants that the appliances as listed in this Agreement to Lease will be in good working order at the commencement of the lease term. Tenant agrees to maintain said appliances in a state of ordinary cleanliness at the Tenant's cost.

The following appliances belonging to the Landlord are to remain on the premises for the Tenant's use: Stove, Refrigerator, Washing machine, Dryer

Tenant agrees that any chattels left on the rented premises, and not specifically mentioned herein, may remain and be stored on the premises at no cost to, and shall remain at the risk of, the Landlord.

9. **SCHEDULES:** The schedules attached hereto shall form an integral part of this Agreement to Lease and consist of: Schedule(s) A, B

10. **IRREVOCABILITY:** This offer shall be irrevocable by Tenant until 11:59 PM on the 29th day of April 2017 after which time if not accepted, this Agreement shall be null and void and all monies paid thereon shall be returned to the Tenant without interest or deduction.

11. **NOTICES:** The Landlord hereby appoints the Listing Brokerage as agent for the Landlord for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Tenant's Brokerage) has entered into a representation agreement with the Tenant, the Tenant hereby appoints the Tenant's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage represents both the Landlord and the Tenant (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Tenant or the Landlord for the purpose of giving and receiving notices. Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

Fax No.: 905-238-0020

(For delivery of Documents to Landlord)

Fax No.: (905) 565-9522

(For delivery of Documents to Tenant)

Email Address:

(For delivery of Documents to Landlord)

Email Address: c21greenadmin@gmail.com

(For delivery of Documents to Tenant)

12. **EXECUTION OF LEASE:** Lease shall be drawn by the Landlord on the Landlord's standard form of lease, and shall include the provisions as contained herein and in any attached schedule, and shall be executed by both parties before possession of the premises is given. The Landlord shall provide the tenant with information relating to the rights and responsibilities of the Tenant and information on the role of the Landlord and Tenant Board and how to contact the Board. (Information For New Tenants as made available by the Landlord and Tenant Board and available at www.ttb.gov.on.ca)

13. **ACCESS:** The Landlord shall have the right, at reasonable times to enter and show the demised premises to prospective tenants, purchasers or others. The Landlord or anyone on the Landlord's behalf shall also have the right, at reasonable times, to enter and inspect the demised premises.

14. **INSURANCE:** The Tenant agrees to obtain and keep in full force and effect during the entire period of the tenancy and any renewal thereof, at the Tenant's sole cost and expense, fire and property damage and public liability insurance in an amount equal to that which a reasonably prudent Tenant would consider adequate. The Tenant agrees to provide the Landlord, upon demand at any time, proof that said insurance is in full force and effect and to notify the Landlord in writing in the event that such insurance is cancelled or otherwise terminated.

15. **RESIDENCY:** The Landlord shall forthwith notify the Tenant in writing in the event the Landlord is, or the time of entering into this Agreement, or, becomes during the term of the tenancy, a non-resident of Canada as defined under the Income Tax Act, RSC 1985, c.1 (ITA) as amended from time to time, and in such event the Landlord and Tenant agree to comply with the tax withholding provisions of the ITA.

16. **USE AND DISTRIBUTION OF PERSONAL INFORMATION:** The Tenant consents to the collection, use and disclosure of the Tenant's personal information by the Landlord and/or agent of the Landlord, from time to time, for the purpose of determining the creditworthiness of the Tenant for the leasing, selling or financing of the premises or the real property, or making such other use of the personal information as the Landlord and/or agent of the Landlord deems appropriate.

17. **CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between Landlord and Tenant. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

18. **CONSUMER REPORTS:** The Tenant is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.

INITIALS OF TENANT(S): [Signature]

INITIALS OF LANDLORD(S): KA P.O.A



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Form 400 Revised 2015 Page 2 of 3

19. **BINDING AGREEMENT:** This Agreement and acceptance thereof shall constitute a binding agreement by the parties to enter into the Lease of the Premises and to abide by the terms and conditions herein contained.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:
 (Witness) [Signature] (Tenant or Authorized Representative) [Signature] DATE April 29, 2017
 (Witness) _____ (Tenant or Authorized Representative) _____ DATE _____
 (Witness) _____ (Guarantor) _____ DATE _____

We/I the Landlord, hereby accept the above offer, and agree that the commission together with applicable HST (and any other taxes as may hereafter be applicable), may be deducted from the deposit and further agree to pay any remaining balance of commission forthwith.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:
 (Witness) [Signature] (Landlord or Authorized Representative) [Signature] DATE _____
 (Witness) _____ (Landlord or Authorized Representative) _____ DATE _____

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at _____ o.m./p.m. this 29 day of April, 2017. [Signature]
 (Signature of Landlord or Tenant) P.O.A.

INFORMATION ON BROKERAGE(S)	
Listing Brokerage <u>Wise & 100 Metroview Realty Ltd. Brokerage</u>	
Phone <u>905-238-8386</u> Fax <u>905-238-0020</u>	Representative <u>Dinesh Karmali Shah</u>
Co-operating/Buyer/Tenant Brokerage <u>Century 21 Green Realty Inc.</u>	
Phone <u>(905) 565-9565</u> Fax <u>(905) 565-9522</u>	Representative <u>Waseem Saleem</u>

ACKNOWLEDGEMENT	
I acknowledge receipt of my signed copy of this accepted Agreement to Lease and I authorize the Brokerage to forward a copy to my lawyer. <u>[Signature]</u> <u>P.O.A.</u> DATE <u>April 29, 2017</u> (Landlord)	I acknowledge receipt of my signed copy of this accepted Agreement to Lease and I authorize the Brokerage to forward a copy to my lawyer. <u>[Signature]</u> DATE <u>April 29, 2017</u> (Tenant)
DATE _____	DATE _____
Address for Service _____	Address for Service <u>6980 Martin Dr #8</u>
Phone _____	Mississauga, Ontario Phone <u>(905) 565-9565</u>
Landlord's Lawyer _____	Tenant's Lawyer _____
Address _____	Address _____
Email _____	Email _____
Phone _____ Fax _____	Phone _____ Fax _____

FOR OFFICE USE ONLY	
COMMISSION TRUST AGREEMENT	
To: Co-operating Brokerage shown on the foregoing Agreement to Lease.	
In consideration for the Co-operating Brokerage procuring the foregoing Agreement to Lease, I hereby declare that all moneys received or receivable by me in connection with the Transaction contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.	
DATED as of the date and time of the acceptance of the foregoing Agreement to Lease.	Acknowledged by: <u>[Signature]</u>
(Authorized to bind the Listing Brokerage)	(Authorized to bind the Co-operating Brokerage)

Confirmation of Co-operation and Representation

BUYER: Selvan Raju
SELLER: Khaloud Alshibani

For the transaction on the property known as: 4011 Brickstone Meadows #405 Mississauga

For the purposes of this Confirmation of Co-operation and Representation, "Seller" includes a vendor, a landlord, or a prospective seller, vendor or landlord and "Buyer" includes a purchaser, a tenant, or a prospective buyer, purchaser or tenant, "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the Brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002 (REBBA 2002) and Regulations.

1. LISTING BROKERAGE

- a) ☒ The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
- 1) ☒ The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
 - 2) ☐ The Listing Brokerage is providing Customer Service to the Buyer.
- b) ☐ **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:
- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
 - That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
 - The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
 - The price the Buyer should offer or the price the Seller should accept;
 - And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE - PROPERTY NOT LISTED

- ☐ The Brokerage does/does not represent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid
- or:
- ☐ by the Seller in accordance with a Seller Customer Service Agreement
- ☐ by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

[Signature]
BUYER

[Signature]
CO-OPERATING/BUYER BROKERAGE

[Signature]
SELLER

[Signature]
LISTING BROKERAGE

3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

CO-OPERATING BROKERAGE- REPRESENTATION:

- a) ☒ The Co-operating Brokerage represents the interests of the Buyer in this transaction.
b) ☐ The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.
c) ☐ The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE- COMMISSION:

- a) ☒ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® Information for the property
Half month + HST. to be paid from the amount paid by the Seller to the Listing Brokerage.
(Commission As Indicated in MLS® Information)
b) ☐ The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board. If the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

Century 21 Green Realty Inc.
(Name of Co-operating/Buyer Brokerage)

6980 Maritz Dr. Unit # 8, Mississauga, ON L

Tel: (905) 565-9565 Fax: (905) 565-9522

Date: April 29, 2017
(Authorized to bind the Co-operating/Buyer Brokerage)

Wadeem Saleem
(Print Name of Broker/Salesperson Representative of the Brokerage)

West-100 Metro View Realty Ltd. Brokerage
(Name of Listing Brokerage)

129 Fairview Rd. West, Mississauga, ON

Tel: 905-238-8336 Fax: 905-238-0020

Date: April 29, 2017
(Authorized to bind the Listing Brokerage)

(Print Name of Broker/Salesperson Representative of the Brokerage)

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.

BUYER'S INITIALS

SELLER'S INITIALS

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

Signature of Buyer: R. Saleem Date: April 29, 2017

Signature of Seller: R. P.O.A. Date: April 29, 2017

Signature of Buyer: _____ Date: _____

Signature of Seller: _____ Date: _____



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Form 401

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement to Lease between:

TENANT (Lessee), Sekvan Rafu, andLANDLORD (Lessor), Khaloud Alskibani,for the lease of 4011 Brickstone Mews #405 Mississauga.dated the 29th day of April, 2017

Tenant and Landlord agree that an accepted Agreement to Lease shall form a completed lease and no other lease will be signed between the Parties.

The Tenant agrees to provide the Landlord with 7 post dated cheques starting from June 1st, 2017

Tenant agrees not to make any decorating changes to the premises without the express written consent of the Landlord or his authorized agent.

The Tenant agrees to allow the Landlord or his agent to show the property at all reasonable hours to prospective Buyers or Tenants, after giving the Tenant at least twenty four (24) hours written notice of such showing, and to allow the Landlord to affix a For Sale or For Rent sign on the property within 60 days prior to the end of the Lease term.

Landlord shall pay real estate taxes, and maintain fire insurance on the premises. Tenant acknowledges the Landlord's fire insurance on the premises provides no coverage on Tenant's personal property. Tenant agrees to have tenant/liability insurance valid and will give a copy of policy to Landlord prior to occupancy.

Tenant agrees to pay the cost of hydro electricity required on the premises during the term of the lease. Tenant further agrees to provide proof to the Landlord on or before the date of possession that the services have been transferred to the Tenant's name.

Tenant agrees to pay the first \$75.00 for any minor service needed in condo premises.

Landlord warrants that all appliances, chattels and fixtures will be in good working order prior to occupancy.

Tenant agrees to pay Landlord a \$300 refundable key/fob deposit to be returned on Lease completion and all keys/fobs returned.

This form must be initialed by all parties to the Agreement to Lease.

INITIALS OF TENANT(S):

R. Rafu

INITIALS OF LANDLORD(S):

R.A. P.O.A

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This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER Selvan Raja, and

SELLER Khaloud Alstibani

for the property known as 4011 Brickstone Mews #405 Mississauga,

dated the 29th day of April, 2017.

West-100 Metro View Realty Ltd. advise the parties to this Agreement that the Real Estate Trust account, in which the deposit for this transaction [The Deposit] shall be placed in a Non Interest Bearing Real Estate Trust Account, earning no interest on the deposit and unless it is requested by the Parties in writing in this Agreement that the deposit be placed in an interest bearing Term deposit there will be no interest paid or earned on the deposit funds being held.

The Buyer agrees to provide a certified cheque or bank draft as a deposit within one (1) banking day [excluding Saturday, Sunday and statutory holidays] from the date of acceptance of this offer. No cash deposits will be accepted.

The Parties to this Agreement acknowledge that the real estate Broker[s] so named in this Agreement has recommended that the Parties obtain independent professional advice prior to signing this document. The Parties further acknowledge that no information provided by West-100 Metro View Realty Ltd. is to be construed as legal, tax or environmental advice and all sizes and measurements are approximate and is to be verified by the Buyer.

The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Seller, West-100 Metro View Realty Ltd. or Salesperson, for any changes in property tax as a result of a re-assessment of the property.

The Brokerages and registrants named in the attached Confirmation of Cooperation and Representation represent and warrant that they have fully complied with the FINTRAC requirements for customer/client identification by reference to original government issued photo identification, or such other means as approved under the regulations, including name, address, date of birth, occupation and employment and have such information on file and available for inspection.

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

INITIALS OF BUYER(S):

R. Raja

INITIALS OF SELLER(S):

R.A. P.O.A.



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Form 105 Revised 2008 Page 1 of 1
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