



This is the 1st Affidavit of Azadeh Samimi
in this case and was made on January 26, 2024

NO. S-238586
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

1038573 B.C. LTD.

PLAINTIFF

AND:

THE OWNERS, STRATA PLAN NW289, JENNY DONNA DICKISON, FERNANDO MARCELINO DUTRA DE SOUSA, 1276331 B.C. LTD., CARMELIA MARIA DA SILVA, HON-CHING RUDOLPH CHENG, 1161359 B.C. LTD., RICKY HEE MENG LAI, PIA FACCIO, 1184416 B.C. LTD., MARK WILLIAM LOUETTIT and SARAH KINUKO LOUETTIT, BARRY DOUGLAS WATSON, AS ADMINISTRATOR OF THE ESTATE OF KENNETH JOHN WATSON, LI PING DUAN, NORMAN VICTOR LEECH, ROLANDO VINAS DIZON and NARCISA DIZON, NICHOLAS GEORGE KARAMOUZOS and MARIA KARAMOUZOS, CUI MING CHEN, YANKUI WANG and XIN TIAN, MARIA DA NATIVIDADE ALMEIDA, 1237765 B.C. LTD., JU-SHAN CHIANG and FLORA FU, 1184414 B.C. LTD., AMARSINGH BHATIA and NARANJAN KAUR BHATIA, PHUNG KIM VUONG and TUONG LAM, MONICA PAOLA ALIAGA, MARCELINO LOPES DE SOUSA and OLGA MARIA DUTRA DE SOUSA, 1184413 B.C. LTD., LUALHATI ONGKEKO CRISOSTOMO, RICHARD RAYMOND RAVENSBERGEN and DAWN MARIE RAVENSBERGEN, YUK FAR CHEUNG and YIN ON CHEUNG, GARY LUCIEN DREES, THOMAS PATRICK FLEMING, 1352962 B.C. LTD., WAN CHEN and HONG YANG, SU JUAN SITU, VAN DAO NGUYEN and THI BICH HANG NGUYEN, JULIAN BOZSIK, CHRISTIAN HERBERT JOSON-LIM and IRIS JUNE CALIBUGAN ADIONG, ANGELA JOY EYKELBOSH, NGUYEN THANH VUONG and TUYET NGOC DU, OM PARKASH LOOMBA and MERRAN LOOMBA, SUZANNE JUANITA KUDELSKI, YAN QIONG LU, PING HE, EDWARD LAWRENCE THUE, RICHARD CHARLES PATRICK SPENCER and DIANE MARIE SPENCER, ARTHUR SUMMERS WILLIAMSON, GARY DALE CHARTER and CRISTINA RIMANDO GAPAL, JU TAI ZHOU and YU QING LI, ZHI HAO YANG, DAISY CUETO EVANGELISTA and MARIA CHERRY EVANGELISTA, MEGAN MARY BURGHALL, NASIM BHALOO, HUI LIN DONG and LI WANG, MANSOUR MESHKI, HSIANG CHIAO HUANG, GORDON WILLIAM PATERSON, YVONNE JO-ANNE ENGLAND, GRACE JOANNA LEVSEN, PING CHOR CHAN, SO FAN LEE and TAK TAI LUI

DEFENDANTS

AND:

1038573 B.C. LTD.

DEFENDANT BY WAY OF COUNTERCLAIM

AFFIDAVIT

I, Azadeh Samimi, legal assistant, of 1600 – 925 West Georgia Street, in the City of Vancouver, in the Province of British Columbia, SWEAR THAT:

1. I am a legal assistant employed with the law firm of Lawson Lundell LLP, solicitors for the Defendants, The Owners, Strata Plan NW289 (“**Cameray Gardens**”) as represented by the liquidator, Crowe Mackay & Company Ltd. (the “**Liquidator**”) herein, and as such have personal knowledge of the facts hereinafter deposed to save and except where such facts are stated to be made upon information and belief and where so stated I verily believe them to be true..

2. Attached hereto and marked as **Exhibit “A”** is a true copy of a letter from Sarah Hannigan of Lawson Lundell LLP, counsel for the Liquidator, to Craig Dennis, K.C. of Dennis James Aitken LLP, counsel for the plaintiff/defendant by counterclaim 1038573 B.C. Ltd. (the “**Purchaser**”), dated January 25, 2024.

3. Attached hereto and marked as exhibits are true copies of the following attachments to Ms. Hannigan’s letter:

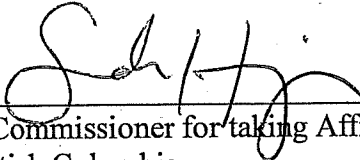
Exhibit Document

- “**B**” Email correspondence between Mylene Lim and Lisa Frey of Lawson Lundell LLP, dated January 23-25, 2024;
- “**C**” Email correspondence between Ms. Lim and Jody Ivanick of AAREA Private Lending, dated January 23-25, 2024;
- “**D**” Email correspondence from Carly Erickson of Cove Mortgage Ltd., dated January 23, 2024;
- “**E**” Contract of purchase and sale between ~~Ma~~ Cherry Baguio, Michael Baguio, and Daisy Cuerto Evangelista, as purchasers, and Ayesha Saeed Khan and Asad Saeed Khan,


as vendors, dated October 22, 2023 (the "Contract"); and

"F" Addendum to the Contract, dated January 10, 2024.

AFFIRMED BEFORE ME at the City
of Vancouver, in the Province of British
Columbia, this 26th day of January 2024.



A Commissioner for taking Affidavits for
British Columbia.



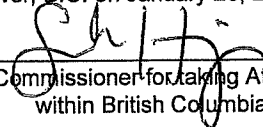
AZADEH SAMIMI

SARAH B. HANNIGAN
Barrister & Solicitor
1600 - 925 WEST GEORGIA ST.
VANCOUVER, B.C. V6C 3L2
(604) 685-3456



Suite 1600 Cathedral Place
925 West Georgia Street
Vancouver, BC
Canada V6C 3L2
T: 604.685.3456

This is Exhibit "A" referred to in the affidavit of Azadeh Samimi made before me at Vancouver, B.C. on January 26, 2024.



A Commissioner for taking Affidavits within British Columbia.

Sarah Hannigan
D: 604.631.9144
F: 604.669.1620
shannigan@lawsonlundell.com

January 25, 2024

BY EMAIL

Dennis James Aitken LLP
800 – 543 Granville Street
Vancouver, BC V6C 1X8

Attention: Craig Dennis, K.C. (cdennis@djacounsel.com)
Ray Power (rpower@djacounsel.com)

Dear Sirs:

Re: 1038573 B.C. Ltd. v. The Owners, Strata Plan NW289 and others, B.C.S.C. Vancouver Reg. No. S-238586

We write on an urgent basis, and further to our Notice of Application filed January 12, 2024 wherein our client seeks, among other relief, partial discharge of the certificate of pending litigation (“CPL”) your client filed against all 101 strata lots comprising Cameray Gardens.

We are advised that the owners of Strata Lot 86 (Unit 314), Daisy Cueto Evangelista and Maria Cherry Evangelista, are parties to a binding contract for their purchase of a property that is scheduled to close on **January 31, 2024**. As a result of the non-completion of the PSA, these owners now require bridge financing to fund their purchase, and are unable to obtain such financing due to your client’s filing of a CPL against their strata lot. We enclose with this letter:

- (a) correspondence from the owners’ mortgage broker regarding this issue;
- (b) correspondence between private lenders and owners’ mortgage broker, confirming that financing is unavailable to these owners as a result of the CPL registered on title to their strata lot; and
- (c) copies of the contract of purchase and sale and addendum extending the closing date of their purchase to January 31, 2024.

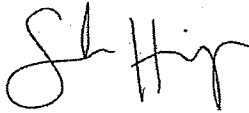
In these circumstances, and in light of our agreement to adjourn our application from January 25 to January 31, 2024 to accommodate your availability, we seek your client’s agreement to immediately discharge the CPL as against Strata Lot 86 to avoid significant hardship and inconvenience to the owners, including but not limited to forfeiture of non-refundable deposits totalling \$62,000 in connection with their purchase.

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Given the urgency set out above, we ask that your client confirm its agreement to our request by end-of-day. We reserve the right to rely on this correspondence at any contested hearing.

Yours very truly,

LAWSON LUNDELL LLP

A handwritten signature in black ink, appearing to read 'Sarah Hannigan', written in a cursive style.

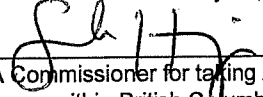
Sarah Hannigan

SBH
Enc.

Sarah Hannigan (3144) - 14Flr

From: Mylene Lim <mylene.mortgage@gmail.com>
Date: January 25, 2024 at 7:56:53 AM PST
To: "Lisa Frey (3139) - 17Flr" <lfrey@lawsonlundell.com>
Subject: URGENT Cameray Gardens

This is Exhibit "B" referred to in the affidavit of Azadeh Samimi made before me at Vancouver, B.C. on January 26, 2024.


 A Commissioner for taking Affidavits
 within British Columbia.

[THIS MESSAGE ORIGINATED FROM OUTSIDE OUR FIRM]

Good morning, Lisa:

I hope all is well with you.

May I please ask for an update after the hearing today on the removal of the CPL on the individual titles?

As I may have mentioned to you, Daisy and Cherry have a binding purchase contract on a property that is scheduled to close on January 31, 2024.

The ability to get a mortgage for their property purchase depends on the outcome of the application to remove CPL or the firm set date on the closing of the sale of Cameray Gardens.

Would appreciate your prompt feedback as time is of the essence here.

Kind regards,

Mylene Lim
 604 783 9097
mylene.mortgage@gmail.com

On Jan 22, 2024, at 1:16 PM, Lisa Frey <lfrey@lawsonlundell.com> wrote:

Hi Mylene

I am travelling back from a conference at Whistler today. However, further to our discussion, we confirm that although the purchaser did not close on the intended closing date of December 15, 2023, in their court materials they have expressed that they wish to close the purchase on March 15, 2024. As part of their court remedies, they are seeking specific performance, meaning that they are asking to compel the strata corporation to complete the purchase on that date. Nothing is 100% guaranteed of course, but this is what they have filed with the court.

We will keep the owners (and you) posted as things unfold.

Thanks

Lisa

Lisa Frey (she/her) | Partner
Lawson Lundell LLP
D 604.631.9139 | F 604.669.1620

Sent from my iPhone

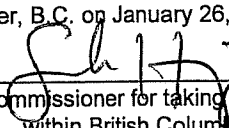
Disclaimer

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Sarah Hannigan (3144) - 14Flr

----- Forwarded message -----
 From: **Jody Ivanick** <jody@aarea.ca>
 Date: Thu, Jan 25, 2024 at 10:50 AM
 Subject: Re: EVANGELISTA BAGUIO
 To: MYLENE LIM <mylene.mortgage@gmail.com>

This is Exhibit "C" referred to in the affidavit of Azadeh Samimi made before me at Vancouver, B.C. on January 26, 2024.


 A Commissioner for taking Affidavits
 within British Columbia.

Hi Mylene.

If you can provide confirmation to me, from the lawyers on both sides, that the CPL will be removed from the subject property, then we do have an investor willing to fund this deal by January 31, 2024, provided the Land Title Office manages to register the removal of the CPL prior to closing.

Regards

Jody

On Tue, Jan 23, 2024 at 12:05 PM MYLENE LIM <mylene.mortgage@gmail.com> wrote:

Hi Jody,

To recap our phone conversation earlier:

- 1) have a purchase closing on Jan 31st with dp coming from the sale of their current property which was supposed to complete last Dec 15th. The current property is a unit in a building that was sold to a developer/builder. The closing date sale is delayed, tentatively slated for Mar 15th. Furthermore, the purchaser of the current building put a CPL on the individual titles BUT there is an application filed in court to remove liens with the hearing set for Jan 25th.
- 2) My current lender declined to do bridge financing for the purchase of the subject property because there's no definite date on the sale of current property.
- 3) Current property sold for 720K with net proceeds (all fees and mortgage deducted) at ~ 558K.
- 4) I need 158K (plus the private financing cost) for additional dp and closing costs for the subject property by Jan 31st (which is the closing date)

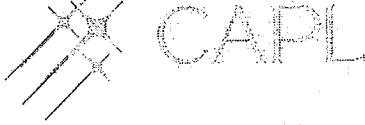
Thanks,

MYLENE LIM
 Mortgage Professional
 604 783 9097
mylene.mortgage@gmail.com

--
 Jody Ivanick

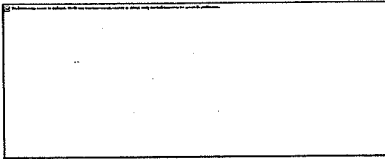
AAREA Private Lending

(604) 724-2675



Proud to be a Founding Member of
Canadian Association of Private Lenders

**1300-1500 West Georgia St
Vancouver BC
V6G 2Z6**



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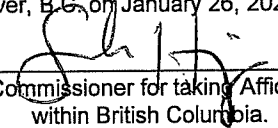
<https://www.privatemortgageservicing.com/>

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Sarah Hannigan (3144) - 14Flr

----- Forwarded message -----
From: **Carly Erickson** <Carly@covemortgage.com>
Date: Tue, Jan 23, 2024 at 9:49 AM
Subject: Re: Cameray Gardens
To: MYLENE LIM <mylene.mortgage@gmail.com>

This is Exhibit "D" referred to in the affidavit of Azadeh Samimi made before me at Vancouver, B.C. on January 26, 2024.



A Commissioner for taking Affidavits within British Columbia.

Good morning Mylene,

I have discussed this situation with the lending committee and we can't see a way to proceed.

The application for the removal of the CPL in court is on January 25th, and even if it is approved, I don't feel confident it would be removed from title in time for us to proceed with financing on the existing property with completion of the purchase on the 31st.

I discussed an extension on the purchase, but the worry is that the litigation will be ongoing- if there are any further liens or CPL's registered on title later, it will block our exit strategy of the sale of the property.

I'm so sorry for your clients, this is a really crappy situation!!!

I hope you can find a way for them to complete on their purchase. Best of luck to you, and thank you very much for your call!

Take care,

CARLY ERICKSON
Mortgage Broker/Underwriter



Cove Mortgage Ltd
#415 - 145 Chadwick Court
North Vancouver BC V7M 3K1

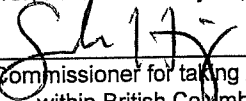
604-305-2653 (direct)
604-929-8156 Ext. 14 (office)
888-929-8156 (toll-free phone)
604-929-9592 (fax)
www.covemortgage.com



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information or material is strictly prohibited and may be illegal. If you received this communication in error, please notify us immediately by telephone or return e-mail, and delete this communication, information and material from any computer, disk drive, diskette or other storage device or media. Thank you.

This is Exhibit "E" referred to in the affidavit of Azadeh Samimi made before me at Vancouver, B.C. on January 26, 2024.


A Commissioner for taking Affidavits
within British Columbia.

INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE RESIDENTIAL

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.

Notwithstanding the foregoing, under Section 42 of the *Property Law Act* a purchaser of "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt may rescind (cancel) the Contract of Purchase and Sale by serving written notice to the seller within the prescribed period after the date that the acceptance of the offer is signed. If the buyer exercises their right of rescission within the prescribed time and in the prescribed manner, this Contract of Purchase and Sale will be of no further force and effect, except for provisions relating to payment of the deposits, if any.

2. **DEPOSIT(S):** In the *Real Estate Services Act*, under Section 28 it 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 one or more conditions, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the authorization to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.

Notwithstanding the foregoing, if the buyer exercises their rescission rights under Section 42 of the *Property Law Act* and a deposit has been paid to the seller or the seller's brokerage or anyone else, the prescribed amount that the buyer is required to pay in connection with the exercise of their rescission right will be paid to the seller from the deposit and the balance, if any, will be paid to the buyer without any further direction or agreement of the parties.

3. **COMPLETION:** (Section 4) Unless the parties are prepared to 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 REALTORS® for obtaining possession. The seller will not generally let the buyer move in before the seller has 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

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INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE
RESIDENTIAL (continued)

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).

AAK

MB

MB

DE

In addition to the above costs there maybe financial adjustments between the seller and the buyer pursuant to section 6 and additional taxes payable by one or more of the parties in respect of the property or the transaction contemplated hereby (eg. Empty Home Tax and Speculation Tax).

7. **CLOSING MATTERS:** The closing documents referred to in Sections 11, 11A and 11B of this contract will, in most cases, be prepared by the buyer's lawyer or notary and provided to the seller's lawyer or notary for review and approval. Once settled, the lawyers/notaries will arrange for execution by the parties and delivery on or prior to the completion date. The matters addressed in the closing documents referred to in sections 11A and 11B will assist the lawyers/notaries as they finalize and attend to various closing matters arising in connection with the purchase and sale contemplated by this contract.
8. **RISK:** (Section 16) The buyer should arrange for insurance to be effective as of 12:01 am on the completion date.
9. **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. In some instances, a Contract of Purchase and Sale specifically related to these circumstances may be available. Please check with your REALTOR® or legal professional for more information. A Property Disclosure Statement completed by the seller may be available.
10. **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. Among the obligations included in Section 53 of the Real Estate Services Rules: 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.
11. **RESIDENCY:** When completing their residency and citizenship status, the buyer and the seller should confirm their residency and citizenship status and the tax implications thereof with their lawyer/accountant.
12. **AGENCY DISCLOSURE:** (Section 21) All designated agents with whom the seller or the buyer has an agency relationship should be listed. If additional space is required, list the additional designated agents on an addendum to the Contract of Purchase and Sale.



THE CANADIAN BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE

BROKERAGE: eXp Realty DATE: October 22 2023
 ADDRESS: #1500 - 701 West Georgia Street Vancouver BC V7Y1G5 PHONE: (833) 817-6506
 PREPARED BY: JP Villanueva PREC* MLS® NO: R2822319

BUYER: Ma Cherry Cueto Baguio SELLER: Ayesha Saeed Khan
 BUYER: Michael Baguio SELLER: Asad Saeed Khan
 BUYER: Daisy Cueto Evangelista SELLER: _____
 ADDRESS: _____ ADDRESS: _____
 _____ PC: _____ _____ PC: _____

This may not be the Seller's address for the purpose of giving notice to exercise the Rescission Right. See address in Section 26.

PROPERTY:

5 13528 96 AVENUE
 UNIT NO. ADDRESS OF PROPERTY
Surrey BC V3A 0A2
 CITY/TOWN/MUNICIPALITY POSTAL CODE
026-901-137
 PID OTHER PID(S)

STRATA LOT 5, PLAN BCS2117, SECTION 32, TOWNSHIP 8, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1 OR V, AS APPROPRIATE

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 ~~\$840,000.00~~ ~~860,000.00~~ 848,000.00 A.K A.K
~~Eight Hundred Forty Thousand~~ ~~Eight Hundred Sixty Thousand~~ Eight Hundred Forty Eight Thousand MB MB DE A.K MB MB DE
 _____ DOLLARS (Purchase Price)

and, if the Property is "residential real property" (as defined in the Home Buyer Rescission Period Regulation) that is not exempt from the Rescission Right (as defined below) and the Buyer exercises the Rescission Right the amount payable by the Buyer to the Seller will be ~~\$2,100.00~~ ~~2150.00~~ 2120.00 A.K MB MB DE A.K

(Rescission Amount). The parties acknowledge and agree that if the Buyer exercises the Rescission Right, the Buyer will pay (or cause to be paid) the Rescission Amount to the Seller promptly and in any event within 14 days after the Buyer exercises the Rescission Right.

2. **DEPOSIT:** A deposit of \$42,000.00 which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows:
 within 24 hours of subject removal by way of bank draft

All monies paid pursuant to this Section (Deposit) will be paid in accordance with Section 10 or by uncertified cheque

MB MB DE

BUYER'S INITIALS

A.K A.K

SELLER'S INITIALS

PROPERTY ADDRESS

except as otherwise set out in this Section 2 and will be delivered in trust to eXp Realty 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

The parties acknowledge and agree that if the Buyer exercises the Rescission Right within the prescribed period and in the prescribed manner and the Deposit has been paid by the Buyer, the prescribed amount that the Buyer is required to pay in connection with the exercise of the Rescission Right will be paid to the Seller from the Deposit and the balance of the Deposit, if any, will be paid to the Buyer, all without any further direction or agreement of the parties. If the Deposit is less than the prescribed amount required to be paid by the Buyer, the Buyer must promptly pay the shortfall to the Seller in accordance with the *Home Buyer Rescission Period Regulation* and this Contract of Purchase and Sale.

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

- 1. Financing: Subject to the Buyer(s) obtaining satisfactory financing on or before November 1, 2023.
- 2. Inspection: Subject to the Buyer, on or before November 1, 2023 at the Buyer's expense, obtaining and approving an inspection report against any defects whose cumulative cost of repair exceeds \$3000 and which reasonably may adversely affect the property's use or value.
- 3. Title: Subject to the Buyer, on or before November 1, 2023 searching and approving title to the property against the presence of any charge or other feature, whether registered or pending, that reasonably may affect the property's use or value.
- 4. Property Disclosure Statement: Subject to the Buyer on or before November 1, 2023 obtaining and approving a Property Disclosure Statement with respect to information that reasonably may adversely affect the use or value of the property. If this condition is waived or declared fulfilled, such statement will be incorporated into and form part of this contract.

5. STRATA DOCUMENTS:

Subject to the Buyer approving the information contained in the materials referred to below on or before November 1, 2023.

The Seller agrees to provide, through the Seller's brokerage, at the Seller's expense, on or before November 1, 2023 the following documents with respect to information that reasonably may adversely affect the use or value of the strata lot, including any bylaw, item of repair or maintenance, special levy, judgment or other liability, whether actual or potential:

- A current Form B Information Certificate from the strata corporation, attaching the strata corporation's rules, current budget and the developer's Rental Disclosure Statement, (if any), and the most recent depreciation report obtained by the strata corporation (if any);
 - if relevant, a Form B Information Certificate from the section, attaching the section's rules, current budget, the developer's Rental Disclosure Statement (if any), and the most recent depreciation report obtained by the strata corporation (if any);
 - (if any);
 - Copies of any correspondence directed to the strata owners by the Strata Council during the 12 months preceding the date hereof.
 - A copy of the registered strata plan, any amendments to the strata plan, and any resolutions dealing with changes to common property;
 - The current bylaws and financial statements of the strata corporation, and any section to which the strata corporation lot belongs;
 - The minutes of any meeting held for the last 24 months by the strata council, and by the members in annual or special general meetings, and by the members or the executive of any section to which the strata lot belongs; and
 - The current insurance cover note explaining the strata corporation's insurance coverage and deductibles.
- Immediately upon acceptance of this offer or counter-offer, the Seller will authorize the (Seller's) agent, to request, at the (Seller's) expense, complete copies of the documents listed above from the strata corporation or other source and to immediately, upon receipt, deliver the documents to the Buyer (or the Buyer's agent).

6. FIRE/PROPERTY INSURANCE

* Subject to the Buyer obtaining approval for fire/property insurance on or before November 1, 2023, on terms and at rates, satisfactory to the Buyer.

The Above subjects are for the sole benefit of the Buyer(s) and may be waived unilaterally by the Buyer(s)

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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SELLER'S INITIALS

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

~~Grow-Up. The Seller represents and warrants that, during the time the Seller has owned the property, that it has never been used for the illegal growth of any substances, or for the growth or manufacture of any illegal substances.~~

~~This warranty shall survive and not merge on the completion of this transaction.~~

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APPLIANCES: The Seller warrants that all appliances included in the purchase price will be the same as those viewed by the Buyer and that said appliances will be in clean and proper working condition on Possession Date.

Property In Clean Condition: The Seller warrants that the property will be left clean and tidy at the possession date. Hard surface floors swept and washed, carpets shampooed, counters wiped, cupboards and drawers wiped clean, appliances washed inside & outside, light fixtures dusted & wiped, sinks, window coverings dusted and inside windows clean and all garbage and debris removed. If not met, the Buyer's agent will hire professional services at their discretion to remedy the situation at the Seller's expense. The Seller will remove all debris, odds and ends, and chattels not included in the purchase price on or before the possession date.

SPECULATION AND VACANCY TAX (SVT):

The Sellers acknowledge and warrant that they are solely liable for the Speculation and Vacancy Tax ("SVT") and all necessary declarations arising from the Sellers' period of ownership. The Sellers further agree to indemnify, and save harmless the Buyers from any and all liability, manner of actions, whether actual or threatened, cause of action, suits, debts, duties, accounts, bonds, covenants, contracts, claims, and demands arising out of or in relation to the SVT arising from the Sellers' period of ownership.

SPECIAL LEVY

If a special levy is approved by the strata corporation, or applicable section, after this Contract is entered into but before the Completion Date, the Seller will, on the Completion Date, credit the Buyer with the entire portion of the special levy that the Buyer is obligated to pay under the Strata Property Act.

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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- 4. **COMPLETION:** The sale will be completed on January 19, yr. 2024 (Completion Date) at the appropriate Land Title Office.
- 5. **POSSESSION:** The Buyer will have vacant possession of the Property at 10 o'clock a.m. on January 20, yr. 2024 (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 January 20, yr. 2024 (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:

CithWsh/Dryr/Frdg/Stve/DW, Drapes/Window Coverings, Garage Door Opener, ~~Vacuum~~ ~~Roughed In~~

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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 October 20, yr. 2023
- 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, wire transfer 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.
- 11A **SELLER'S PARTICULARS AND RESIDENCY:** The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing: (1) particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return); (2) a declaration regarding the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and (3) if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under Section 116 of the *Income Tax Act*.
- 11B. **GST CERTIFICATE:** If the transaction contemplated by this Contract is exempt from the payment of Goods and Services Tax ("GST"), the Seller shall execute and deliver to the Buyer on or before the Completion Date, an appropriate GST exemption certificate to relieve the parties of their obligations to pay, collect and remit GST in respect of the

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SELLER'S INITIALS

PROPERTY ADDRESS

transaction. If the transaction contemplated by this Contract is not exempt from the payment of GST, the Seller and the Buyer shall execute and deliver to the other party on or before the Completion Date an appropriate GST certificate in respect of the transaction.

- 12. **TIME:** Time will be of the essence hereof, and unless the balance of the 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, subject to the provisions under the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
- 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 "Designated Agent(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;

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- 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 British Columbia Real Estate Association's Privacy Notice and Consent form.

The personal information provided by the Buyer and Seller may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.

20. **ASSIGNMENT OF REMUNERATION:** The Buyer and the Seller agree that the Seller's authorization and instruction set out in Section 26(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.

21. **AGENCY DISCLOSURE:** The Seller and the Buyer acknowledge and confirm as follows (initial appropriate box(es) and complete details as applicable):

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A. The Seller acknowledges having received, read and understood the BC Financial Services Authority (BCFSA) form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Seller has an agency relationship with Paul Sharma - PREC
DESIGNATED AGENT(S)

who is/are licensed in relation to Exp Realty (Branch)

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INITIALS

B. The Buyer acknowledges having received, read and understood the BCFSA form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Buyer has an agency relationship with JP Villanueva PREC*
DESIGNATED AGENT(S)

who is/are licensed in relation to Exp Realty

BROKERAGE

INITIALS

C. The Seller and the Buyer each acknowledge having received, read and understood the BCFSA form entitled "Disclosure of Risks Associated with Dual Agency" and hereby confirm that they each consent to a dual agency relationship with _____
DESIGNATED AGENT(S)

who is/are licensed in relation to _____

BROKERAGE

having signed a dual agency agreement with such Designated Agent(s) dated _____

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INITIALS

D. If only (A) has been completed, the Buyer acknowledges having received, read and understood the BCFSA form "Disclosure of Risks to Unrepresented Parties" from the Seller's agent listed in (A) and hereby confirms that the Buyer has no agency relationship.

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INITIALS

E. If only (B) has been completed, the Seller acknowledges having received, read and understood the BCFSA form "Disclosure of Risks to Unrepresented Parties" from the Buyer's agent listed in (B) and hereby confirms that the Seller has no agency relationship.

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BUYER'S INITIALS

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SELLER'S INITIALS



