

Form 400

for use in the Province of Ontario

Agreement to Lease Residential

This Agreement to Lease (Agreement) dated this 30 day of December , 2019

TENANT: Swapnil Sudhir Garge & Mukta Swapnil Garge
 (Full legal names of all Tenants)

LANDLORD: Mihailea Mustatea
 (Full legal name of Landlord)

ADDRESS OF LANDLORD:
 (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. For the purposes of this Agreement "Tenant" includes lessee and "Landlord" includes lessor.

1. PREMISES: Having inspected the premises and provided the present tenant vacates, I/we, the Tenant hereby offer to lease, premises known as:

591 SHEPPARD AVE E 501 Toronto M2K0G2

2. TERM OF LEASE: The lease shall be for a term of one year commencing 1/15/2020

3. RENT: The Tenant will pay to the said Landlord monthly and every month during the said term the sum of
 One Thousand Nine Hundred Dollars (CDN\$) 1,900.00

payable in advance on the first day of each and every month during the currency of the said term. First and last months' 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
 (Herewith/Upon acceptance/as otherwise described in this Agreement)

by negotiable cheque payable to ROYAL LEPAGE SIGNATURE REALTY, BROKERAGE "Deposit Holder"

in the amount of Eleven Thousand Four Hundred Dollars (CDN\$) 11,400.00

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 Five Last 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:

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 checked="" type="checkbox"/>	<input type="checkbox"/>	Cable TV <input type="checkbox"/>	<input checked="" type="checkbox"/>
Oil <input checked="" type="checkbox"/>	<input type="checkbox"/>	Condominium/Cooperative fees <input checked="" type="checkbox"/>	<input type="checkbox"/>
Electricity <input type="checkbox"/>	<input checked="" type="checkbox"/>	Garbage Removal <input checked="" type="checkbox"/>	<input type="checkbox"/>
Hot water heater rental <input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: Water <input type="checkbox"/>	<input checked="" type="checkbox"/>
Water and Sewerage Charges <input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: WiFi <input type="checkbox"/>	<input checked="" 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):

SSG
MSG

INITIALS OF LANDLORD(S):

(Signature)



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7. PARKING:

No Parking for the unit

8. ADDITIONAL TERMS:

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

A and B.....

10. IRREVOCABILITY: This offer shall be irrevocable by Tenant until 11:59 on the 1

(Landlord/Tenant) (a.m./p.m.)

day of..... January....., 20 20.....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.: FAX No.:
(For delivery of Documents to Landlord) (For delivery of Documents to Tenant)

Email Address: Email Address:
(For delivery of Documents to Landlord) (For delivery of Documents to Tenant)

12. EXECUTION OF LEASE: The Lease shall be drawn by the Landlord on the standard form of lease as prescribed by the *Residential Tenancies Act, 2006*, as amended from time to time, 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.ltb.gov.on.ca)

13. LANDLORD AND TENANT ACKNOWLEDGMENT: The Landlord and Tenant acknowledge and agree that a standard form of lease as prescribed by the *Residential Tenancies Act, 2006*, as amended from time to time is required.

14. 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.

15. 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.

16. RESIDENCY: The Landlord shall forthwith notify the Tenant in writing in the event the Landlord is, at 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.

17. 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.

18. 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.

19. FAMILY LAW ACT: Landlord warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Landlord has executed the consent hereinafter provided.

20. 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):

SSG
MSG

INITIALS OF LANDLORD(S):



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21. 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:

[Witness]

IN WITNESS whereof I have hereunto set my hand and seal:

Swapnil Sudhir Garge
(Tenant or Authorized Representative)

Dec 30, 2019
(Seal) (Date)

[Witness]

Mukta Swapnil Garge
(Tenant or Authorized Representative)

Dec 30, 2019
(Seal) (Date)

[Witness]

(Guarantor)

(Seal) (Date)

We/I the Landlord hereby accept the above offer, and agree that the commission together with applicable HST (and any other tax 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]

(Landlord or Authorized Representative)

(Seal) (Date)

[Witness]

(Landlord or Authorized Representative)

(Seal) (Date)

SPOUSAL CONSENT: The undersigned spouse of the Landlord hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

[Witness]

(Spouse)

(Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally acceptance by all parties at this day of , 20.....

(a.m./p.m.)

[Signature of Landlord or Tenant]

INFORMATION ON BROKERAGE(S)

Listing Brokerage ROYAL LEPAGE SIGNATURE REALTY (416) 443-0300

(Tel.No.)

IVO DANACHEV ARSOV

(Salesperson/Broker/Broker of Record Name)

Co-op/Tenant Brokerage FOREST HILL REAL ESTATE INC. (416) 488-2875

(Tel.No.)

NASIM MASERRAT

(Salesperson/Broker/Broker of Record Name)

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.

[Landlord] Mihalea Mustatea [Date]

[Landlord] [Date]

Address for Service

..... [Tel. No.]

Landlord's Lawyer

Address

Email

[Tel. No.] [Fax. No.]

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.

Mukta Swapnil Garge

Dec 30, 2019

(Date)

Swapnil Sudhir Garge

Dec 30, 2019

(Date)

Address for Service

..... [Tel. No.]

Tenant's Lawyer

Address

Email

[Tel. No.] [Fax. No.]

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 as 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.

Nasim Maserrat
(Authorized to bind the Listing Brokerage)

Acknowledged by:

(Authorized to bind the Co-operating Brokerage)



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Schedule A **Agreement to Lease - Residential**

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

TENANT: Swapnil Sudhir Garge Mukta Swapnil Garge, and

LANDLORD: Mihailea Mustatea

for the lease of 591 SHEPPARD AVE E 501 Toronto

..... ON M2K0G2 dated the 30 day of December , 2019

1- The Tenant and Landlord agree that this accepted Agreement to Lease, in addition to the Standard Lease, shall form the complete lease and that no other lease will be singed between the Parties.

2. The Tenant(s) covenant(s) and agree(s) that only the persons named on the Lease shall personally occupy the premises during the Lease and will not assign this agreement or sublet the property without the express written approval of the Landlord.

3. The Tenant acknowledges and agrees that any breach of this agreement will result in the forfeiture of the deposit paid hereunder. The term Breach of this Agreement shall include but is not limited to any failure to comply with the terms and conditions of this Agreement. In the event that the Tenant wishes to terminate the lease before the end of the said lease term, it shall be the Tenant's sole responsibility to find a replacement tenant. The Tenant shall also be responsible for rent and agent costs until a replacement tenant is found, and furthermore, the replacement tenant must be approved in writing by the Landlord, such approval is to be at the Landlord's sole, absolute and unfettered discretion.

4. The Tenant shall not give less than sixty [60] days written notice to the Landlord of his intention to terminate or extend the lease.

5. Tenant Agrees that should the lease not be renewed or extended, then the Landlord and/or Landlord's Agent shall be allowed access to show the premise to prospective tenants and/or Purchasers during the last sixty [60] days of this lease term, upon 24 hours advanced notice.

6. The Tenant covenants and agrees to abide by the provisions of the Declaration, By-laws and Rules and Regulations of the condominium (the Condominium Documents). The Tenant acknowledges that the number of residents occupying the premises is governed by the Rules of the Condominium Corporation. In the event that the Tenant is in violation of any of the Condominium Documents, the Landlord shall have the right to evict the Tenant upon thirty [30] days' written notice.

7. The Tenant warrants and represents that the Tenant will not smoke in that suite and will ensure that all guests will not be allowed to smoke in the suite, hallways and other common areas pursuant to the provisions of the Condominium Documents.

8. Tenant agrees to pay the cost of utility bills under the Tenant's account, including any and all setup charges/deposits. The tenant acknowledges that utilities are not limited to hydro, but may also include water, heating, etc. The Tenant further agrees to provide confirmation from the utility company to the Landlord on or before the date of possession that the services have been transferred to the Tenant.

9. The Tenant(s) shall, at his/her own expense, obtain and maintain as would a prudent tenant an "all-risk" property insurance for all names occupants of the lease in respect of the Tenants' contents and personal effects in the Premises as well as comprehensive general liability insurance in an amount not less than One [1] Million Dollars. Tenant agrees to provide a copy of the insurance certificate, which names all Tenants on the lease, to the Landlord before commencement of the Lease. KEYS WILL NOT BE RELEASED WITHOUT A COPY OF THE TENANT'S INSURANCE POLICY AND PROOF OF HYDRO ACCOUNT.

10. The following fixtures and appliances belong to the Landlord are to remain on the premises for the Tenant's use: all existing light fixtures and the following appliances: Fridge, Stove, Washer, Dryer, Dishwasher,

Landlord represents and warrants that the appliances as listed in this Agreement will be in 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.

11. The Tenant shall not make any structural changes or improvements to the premises. Tenant agrees not to redecorate, renovate, apply any wall coverings, or alter the colour of the walls without written consent of the Landlord. Tenant also agrees not to change or add any lock on the premises without the express written consent of the Landlord.

12. Both parties agree that, other than in cases of emergency, in the event that any repairs are required during the term of the Lease, the Tenant shall obtain the Landlord's written consent prior to ordering or conducting any repair.

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

INITIALS OF TENANT(S):

SSG
MSG

INITIALS OF LANDLORD(S):

(oval)

Schedule A

Agreement to Lease - Residential

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

TENANT: Swapnil Sudhir Garge Mukta Swapnil Garge, and

LANDLORD: Mihalea Mustatea

for the lease of 591 SHEPPARD AVE E 501 Toronto

ON M2K0G2 dated the 30 day of December , 20 19

13. Any and all repairs required as a result of damages, caused either deliberately or as a result of negligence by the Tenant or his/her guest(s) are the sole responsibility of the Tenant and must be repaired within thirty (30) days of the Landlord's request, and is not limited to just the unit, but also the common element areas of the condominium.

14. The Tenant agrees to maintain the unit in a proper state of repair and cleanliness and shall return to the Landlord in the same condition as received, save and except normal wear and tear. The Tenant shall have the unit professionally cleaned at the end of the lease, and the Landlord and/or property management will inspect the unit with the Tenant. In the event that the unit returned is not in the same state as it was given to the Tenant, the Tenant will be responsible for paying the Landlord to have it professionally cleaned.

15. For convenience, the Tenant agrees to provide the Landlord with Five [5] post-dated cheques in advance for the balance of the rent payable hereunder with the acceptance of this Agreement. In the event that any of the Tenant's post-dated cheques are not honored when presented for payment to the bank or trust company which they are drawn, the Tenant shall pay the Landlord for each returned cheque a sum of \$25+HST as liquidated damages to cover the Landlord's administration cost and not as a penalty or fine.

16. The Landlord agrees to provide, at his expense All Key Items as noted on the Key Receipt to the Tenant on the date of occupancy. Tenant agrees to provide to the Landlord a ____\$200____ Dollar key deposit. The key deposit will be refunded to the Tenant at the end of the lease provided that all keys are returned to the Landlord and are in working order.

17. The Tenant agrees that he/she is responsible, at his/her own expense, for booking the elevator for the purpose of moving in/out and registering with the condominium, providing a copy of the lease to the condominium management office.

18. The Tenant(s) acknowledge(s) that the premises may be in a new condominium, and as such, are in compliance with the necessary repairs and acknowledges there is no guarantee of time in which certain repairs are to be completed, or the completion of the amenities of the building. The Tenant(s) also acknowledge(s) that access to the unit may be required by the builder's trades, contractors, and property appraisers, for the purposes of repairs and or appraisals without a full 24 hours advanced notice. The Tenant(s) agree(s) to accommodate(s) such appointments to the best of their ability at all reasonable times as required.

19. If there are no window coverings, they will be installed by the Landlord within 3 weeks upon the acceptance of this offer.

20. The Tenant acknowledges and agrees that pets are not allowed within the premises during the term of this Agreement to Lease.

21. The tenant shall, at his/her own expense, furnish and replace all light bulbs, fuses, filters and hardware washers as required.

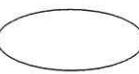
22. The Tenant(s) hereby agree(s) that on the last day of the Lease, all required keys are to be returned to the Landlord's agent by no later than 8:00 p.m. of the same day. The Tenant(s) also hereby agree(s) that the unit will be vacant and returned in the same condition as received by the same date and time, save and except for normal wear and tear.

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

INITIALS OF TENANT(S):

SSG
MSG

INITIALS OF LANDLORD(S):



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Schedule Agreement to Lease – Residential

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

TENANT (Lessee), ... Swapnil Sudhir Garge and Mukta Swapnil Garge , and
LANDLORD (Lessor),
for the lease of
Agreement to Lease dated

Tenant hereby acknowledges that Royal LePage Signature Realty ("Deposit Holder") advises that the deposit for this transaction attracts interest at the rate of Prime minus 2.25%. Any interest accrued on said deposit, in excess of \$50.00 ("Administration Fee"), shall be paid to the Tenant following successful completion of this transaction. Interest can only be paid upon receipt of a valid Social Insurance Number as required by the Income Tax Act.

The Landlord and the Tenant agree and/or acknowledge that no information provided by Royal LePage Signature Realty, Brokerage is to be construed as expert legal, financial, tax, building condition, construction, environmental or other professional advice and that they have had the opportunity to consult with any such professional advisers prior to signing this Agreement.

The Tenant agrees to pay the deposit holder a service charge of \$25.00 for any dishonoured deposit cheque paid to the company.

Unless otherwise stated in the Agreement, the chattels (if any), which are included in the Purchase Price are being sold in "As Is" condition, without warranty.

In accordance with the Federal Privacy Act (PIPEDA), the Buyer(s) and Seller(s) consent to the publication of information pertaining to the sale of this property upon the acceptance of the Agreement to Lease. The Listing Brokerage is authorized to distribute information pertaining to this property to other realtors and the public in the promotion and conduct of their business. Such promotion shall not include mention of the names of the Landlord and Tenant

For all intents and purposes, the Tenant and the Landlord agree for giving any notices pertaining to the Agreement, the terms "banking days" or "business days" shall mean any day, other than Saturday, Sunday or Statutory Holiday in the Province of Ontario.

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

INITIALS OF TENANT(S):

SSG
MSG

INITIALS OF LANDLORD(S):



Form 410

for use in the Province of Ontario

Rental Application Residential

I/We hereby make application to rent..... 591..... SHEPPARD AVE E..... 501..... Toronto..... M2K0G2.....

from the 30th day of December 2019 at a monthly rental of \$..... 1,900.00.....

to become due and payable in advance on the 15 day of each and every month during my tenancy.

1. Name Swapnil Sudhir Garge Date of birth 03/Aug/1989 SIN No. (Optional)

Drivers License No Occupation Market Research professional

2. Name Mukta Swapnil Garge Date of birth 22/JULY/1991 SIN No. (Optional)

Drivers License No Occupation Industrial Pharmacist

3. Other Occupants: Name NA Relationship Age

Name Relationship Age

Name Relationship Age

Do you have any pets? No If so, describe

Why are you vacating your present place of residence? Newcomer to Canada

LAST TWO PLACES OF RESIDENCE

Address Unit 213, 19 Avondale Avenue,
North York, Ontario (M2N 0A6)

From 16/Dec/2019 To Present :

Name of Landlord Daniel Garcia (AirBnB)

Telephone: (+1) 4164185310

Address Unit 313, 2 Rean Drive, Bayview
Village, North York, Ontario (M2K 3B8)

From 10/Dec/2019 To 16/Dec/2019

Name of Landlord Ankita Verma

Telephone: (+1) 6473551721

PRESENT EMPLOYMENT

Employer

Business address

Business telephone

Position held

Length of employment

Name of supervisor

Current salary range: Monthly \$

PRIOR EMPLOYMENT

1. IPSOS India Research Pvt. Ltd.

1. Mumbai - 400 063, India

(+91) 9930330326

1. Senior Research Executive

1. 3 years 10 months

1. Mr. Pravin Nair



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SPOUSE'S PRESENT EMPLOYMENT

Employer
 Business address
 Business telephone
 Position held
 Length of employment
 Name of supervisor
 Current salary range: Monthly \$

Name of Bank RBC Branch Yonge & Sheppard Address 4789 Yonge St., Toronto, Ontario,
 Chequing Account # 5084637 Savings Account # 6163299

FINANCIAL OBLIGATIONS

Payments to NA Amount: \$
 Payments to NA Amount: \$

PERSONAL REFERENCES

Name Nikhil Joshi Address Unit 213, 2 Rean Drive, Bayview Village, North York, ON (M2K 3B8)
 Telephone: 6473950423 Length of Acquaintance 28 years Occupation Service
 Name Mukul Kulkarni Address Suite 2012, 3575 Kanell Crescent, Mississauga (L5A 3Y5)
 Telephone: (+1) 6472932839 Length of Acquaintance 20 years Occupation HR Services

AUTOMOBILE(S)

Make NA Model Year Licence No
 Make NA Model Year Licence No

The Applicant consents to the collection, use and disclosure of the Applicant'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 Applicant 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.

The Applicant represents that all statements made above are true and correct. **The Applicant is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this rental.** The Applicant authorizes the verification of the information contained in this application and information obtained from personal references. This application is not a Rental or Lease Agreement. In the event that this application is not accepted, any deposit submitted by the Applicant shall be returned.


 (Signature of Applicant) Mukta Swapnil Garge [Date] Dec 30, 2019
 Telephone: 6474462895

PRIOR EMPLOYMENT

Unichem laboratories Ltd. Mumbai - 400102
 (+91) 9920892395 Executive - Regulatory Affairs
 2 years 7 months Mr. Mangesh Sahane

(Signature of Swapnil Sudhir Garge) Dec 30, 2019
 (Signature of Applicant) Swapnil Sudhir Garge [Date] Dec 30, 2019
 Telephone: 6474460308



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Buyer Representation Agreement Authority for Purchase or Lease

Form 300

for use in the Province of Ontario

This is an Exclusive Buyer Representation Agreement Authority for Purchase or Lease

BETWEEN:

BROKERAGE: FOREST HILL REAL ESTATE INC. (the "Brokerage"),

ADDRESS:

441 SPADINA ROAD

TORONTO ON M5P2W3 Tel. No. (416) 488-2875 Fax. No. (416) 488-2694

AND

BUYER: Swapnil Sudhir Garge Mukta Swapnil Garge (the "Buyer"),

ADDRESS:

Street Number

Street Name

MUNICIPALITY:

POSTAL CODE:

The Buyer hereby gives the Brokerage the **exclusive and irrevocable authority** to act as the Buyer's agent

commencing at 10 on the 15th day of December , 2019,

and expiring at 11:59 p.m. on the 10th day of January , 2020 (Expiry Date),

{ Buyer acknowledges that the time period for this Agreement is negotiable between the Buyer and the Brokerage, however, in accordance with the Real Estate and Business Brokers Act, 2002, (REBBA) if the time period for this Agreement exceeds six months, the Brokerage must obtain the Buyer's initials. }

SSG
MSG
(Buyer's Initials)

for the purpose of locating a real property meeting the following general description:

Property Type (Use): Single Family Residential.....

Geographic Location: 591 Sheppard Ave E, Unit 501.....

The Buyer hereby warrants that the Buyer is not a party to a buyer representation agreement with any other registered real estate brokerage for the purchase or lease of a real property of the general description indicated above.

SSG
MSG
(Buyer's Initials)

1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Agreement ("Authority" or "Agreement"):

"Buyer" includes purchaser, tenant and lessee, a "seller" includes a vendor, landlord and lessor or a prospective seller, vendor, landlord and lessor and a "real estate board" includes a real estate association. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, and a lease includes any rental agreement, sub-lease or renewal of a lease. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, Buyer shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the property.

2. COMMISSION: In consideration of the Brokerage undertaking to assist the Buyer, the Buyer agrees to pay commission to the Brokerage as follows: If, during the currency of this Agreement, the Buyer enters into an agreement to purchase or lease a real property of the general description indicated above, the Buyer agrees the Brokerage is entitled to receive and retain any commission offered by a listing brokerage or by the seller. The Buyer understands that the amount of commission offered by a listing brokerage or by the seller may be greater or less than the commission stated below. The Buyer understands that the Brokerage will inform the Buyer of the amount of commission to be paid to the Brokerage by the listing brokerage or the seller at the earliest practical opportunity. The Buyer acknowledges that the payment of any commission by the listing brokerage or the seller will not make the Brokerage either the agent or sub-agent of the listing brokerage or the seller.

INITIALS OF BROKERAGE:

NM

INITIALS OF BUYER(S):

SSG
MSG



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If, during the currency of this Agreement, the Buyer enters into an agreement to purchase any property of the general description indicated above, the Buyer agrees that the Brokerage is entitled to be paid a commission of **1/2 month** % of the sale price of the property or **1/2 month + hst**

or for a lease, a commission of

The Buyer agrees to pay directly to the Brokerage any deficiency between this amount and the amount, if any, to be paid to the Brokerage by a listing brokerage or by the seller. The Buyer understands that if the Brokerage is not to be paid any commission by a listing brokerage or by the seller, the Buyer will pay the Brokerage the full amount of commission indicated above.

The Buyer agrees to pay the Brokerage such commission if the Buyer enters into an agreement within days after the expiration of this Agreement (Holdover Period) to purchase or lease any real property shown or introduced to the Buyer from any source whatsoever during the term of this Agreement, provided, however, that if the Buyer enters into a new buyer representation agreement with another registered real estate brokerage after the expiration of this Agreement, the Buyer's liability to pay commission to the Brokerage shall be reduced by the amount paid to the other brokerage under the new agreement.

The Buyer agrees to pay such commission as described above even if a transaction contemplated by an agreement to purchase or lease agreed to or accepted by the Buyer or anyone on the Buyer's behalf is not completed, if such non-completion is owing or attributable to the Buyers default or neglect. Said commission, plus any applicable taxes, shall be payable on the date set for completion of the purchase of the property or, in the case of a lease or tenancy, the earlier of the date of occupancy by the tenant or the date set for commencement of the lease or tenancy. All amounts set out as commission are to be paid plus applicable taxes on such commission.

This Agreement applies for the purchase or lease of one real property. Notwithstanding the foregoing, in the event that the Buyer leases a property, this agreement remains in force as set out herein for the purchase of the leased property or a property of the general description indicated above. The leasing of a property by the Buyer does not terminate this Agreement with respect to the purchase of a property.

3. REPRESENTATION: The Buyer acknowledges that the Brokerage has provided the Buyer with written information explaining agency relationships, including information on Seller Representation, Sub-Agency, Buyer Representation, Multiple Representation and Customer Service. The Brokerage shall assist the Buyer in locating a real property of the general description indicated above and shall represent the Buyer in an endeavour to procure the acceptance of an agreement to purchase or lease such a property.

The Buyer acknowledges that the Buyer may not be shown or offered all properties that may be of interest to the Buyer. The Buyer hereby agrees that the terms of any buyer's offer or agreement to purchase or lease the property will not be disclosed to any other buyer. The Buyer further acknowledges that the Brokerage may be entering into buyer representation agreements with other buyers who may be interested in the same or similar properties that the Buyer may be interested in buying or leasing and the Buyer hereby consents to the Brokerage entering into buyer representation agreements with other buyers who may be interested in the same or similar properties without any claim by the Buyer of conflict of interest. The Buyer hereby appoints the Brokerage as agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase or lease a property negotiated by the Brokerage.

MULTIPLE REPRESENTATION: The Buyer hereby acknowledges that the Brokerage may be entering into listing agreements with sellers of properties the Buyer may be interested in buying or leasing. In the event that the Brokerage has entered into or enters into a listing agreement with the seller of a property the Buyer may be interested in buying or leasing, the Brokerage will obtain the Buyer's written consent to represent both the Buyer and the seller for the transaction at the earliest practicable opportunity and in all cases prior to any offer to purchase or lease being submitted or presented.

The Buyer understands and acknowledges that the Brokerage must be impartial when representing both the Buyer and the seller and equally protect the interests of the Buyer and the seller in the transaction. The Buyer understands and acknowledges that when representing both the Buyer and the seller, the Brokerage shall have a duty of full disclosure to both the Buyer and the seller, including a requirement to disclose all factual information about the property known to the Brokerage.

However, The Buyer further understands and acknowledges that the 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 or personal information about the Buyer or seller, 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 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 Brokerage concerning potential uses for the property will be disclosed to both Buyer and seller to assist them to come to their own conclusions.

Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.

MULTIPLE REPRESENTATION AND CUSTOMER SERVICE: The Buyer understands and agrees that the Brokerage also provides representation and customer service to other buyers and sellers. If the Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Brokerage's relationship to each seller and buyer.

4. REFERRAL OF PROPERTIES: The Buyer agrees that during the currency of this Buyer Representation Agreement the Buyer will act in good faith and work exclusively with the Brokerage for the purchase or lease of a real property of the general description indicated above. The Buyer agrees that, during the currency of this Agreement, the Buyer shall advise the Brokerage immediately of any property of interest to the Buyer that came to the Buyer's attention from any source whatsoever, and all offers to purchase or lease submitted by the Buyer shall be submitted through the Brokerage to the seller. If the Buyer arranges a valid agreement to purchase or lease any property of the general description indicated above that came to the attention of the Buyer during the currency of this Agreement and the Buyer arranges said agreement during the currency of this Agreement or within the Holdover Period after expiration of this Agreement, the Buyer agrees to pay the Brokerage the amount of commission set out above in Paragraph 2 of this Agreement, payable within (5) days following the Brokerage's written demand therefor.

INITIALS OF BROKERAGE:

NM

INITIALS OF BUYER(S):

SSG
MSG



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- 5. INDEMNIFICATION:** The Brokerage and representatives of the Brokerage are trained in dealing in real estate but are not qualified in determining the physical condition of the land or any improvements thereon. The Buyer agrees that the Brokerage and representatives of the Brokerage will not be liable for any defects, whether latent or patent, to the land or improvements thereon. All information supplied by the seller or landlord or the listing brokerage may not have been verified and is not warranted by the Brokerage as being accurate and will be relied on by the Buyer at the Buyer's own risk. The Buyer acknowledges having been advised to make their own enquiries to confirm the condition of the property.
- 6. FINDERS FEE:** The Buyer acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Buyer consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.
- 7. CONSUMER REPORTS:** The Buyer is hereby notified that a Consumer Report containing credit and/or personal information may be referred to in connection with this Agreement and any subsequent transaction.
- 8. USE AND DISTRIBUTION OF INFORMATION:** The Buyer consents to the collection, use and disclosure of personal information by the Brokerage for such purposes that relate to the real estate services provided by the Brokerage to the Buyer including, but not limited to: locating, assessing and qualifying properties for the Buyer; advertising on behalf of the Buyer; providing information as needed to third parties retained by the Buyer to assist in a transaction (e.g. financial institutions, building inspectors, etc...); and such other use of the Buyer's information as is consistent with the services provided by the Brokerage in connection with the purchase or prospective purchase of the property.

The Buyer agrees that the sale and related information regarding any property purchased by the Buyer through the Brokerage may be retained and disclosed by the Brokerage and/or real estate board(s) (if the property is an MLS® Listing) for reporting, appraisal and statistical purposes and for such other use of the information as the Brokerage and/or board deems appropriate in connection with the listing, marketing and selling of real estate, including conducting comparative market analyses.

The Buyer acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

- 9. CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement 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 provisions added to this Agreement, shall constitute the entire Agreement between the Buyer and the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.
- 10. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
- 11. ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Buyer by electronic means shall be deemed to confirm the Buyer has retained a true copy of the Agreement.
- 12. ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c17* as amended from time to time.
- 13. SCHEDULE(S):**..... A and B..... attached hereto form(s) part of this Agreement.

THE BROKERAGE AGREES TO REPRESENT THE BUYER IN LOCATING A REAL PROPERTY OF THE GENERAL DESCRIPTION INDICATED ABOVE IN AN ENDEAVOUR TO OBTAIN THE ACCEPTANCE OF AN AGREEMENT TO PURCHASE OR LEASE A PROPERTY ON TERMS SATISFACTORY TO THE BUYER.

..... Dec 30, 2019 Nasim Maserrat
 (Authorized to bind the Brokerage) (Date) (Name of Person Signing)

THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACCEPT THE TERMS OF THIS AGREEMENT AND I ACKNOWLEDGE ON THIS DATE I HAVE SIGNED UNDER SEAL. Any representations contained herein are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

..... Mukta Swapnil Garge Dec 30, 2019
 (Signature of Buyer) (Seal) (Date) (Tel. No.)
 Swapnil Sudhir Garge Dec 30, 2019
 (Signature of Buyer) (Seal) (Date) (Tel. No.)

DECLARATION OF INSURANCE

The Salesperson/Broker/Broker of Record NASIM MASERRAT
 (Name of Salesperson/Broker/Broker of Record)
 hereby declares that he/she is insured as required by REBBA.

N. M.....
 (Signature(s) of Salesperson/Broker/Broker of Record)

ACKNOWLEDGEMENT

The Buyer(s) hereby acknowledge that the Buyer(s) fully understand the terms of this Agreement and have received a copy of this Agreement on the 30th day of December , 20 19

..... Mukta Swapnil Garge Dec 30, 2019
 (Signature of Buyer) (Seal) (Date)
 Swapnil Sudhir Garge Dec 30, 2019
 (Signature of Buyer) (Seal) (Date)

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Form 320

for use in the Province of Ontario

Confirmation of Co-operation and Representation

BUYER: Swapnil Sudhir Garge..... Mukta Swapnil Garge.....
SELLER: Mihailea Mustatea.....

For the transaction on the property known as: 591 SHEPPARD AVE E 501..... Toronto..... ON M2K0G2

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation: "Seller" includes a vendor, a landlord, lessor, or a prospective, seller, vendor, landlord or lessor and "Buyer" includes a purchaser, a tenant, lessee or a prospective, buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

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).

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 Brokeragerepresent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid (does/doe not)
 - 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)

SSG
MSG

BUYER

NM

CO-OPERATING/BUYER BROKERAGE



SELLER



LISTING BROKERAGE

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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 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)

FOREST HILL REAL ESTATE INC.
(Name of Co-operating/Buyer Brokerage)
441 SPADINA ROAD TORONTO ON M5P2W3
Tel: (416) 488-2875 Fax: (416) 488-2694

..... Dec 30, 2019
(Authorized to bind the Co-operating/Buyer Brokerage) (Date)

NASIM MASERRAT
(Print Name of Salesperson/Broker/Broker of Record)

ROYAL LEPAGE SIGNATURE REALTY
(Name of Listing Brokerage)
8 SAMPSON MEWS SUITE 201 TORONTO ON M3C0H5
Tel: (416) 443-0300 Fax: (416) 443-8619
.....
(Authorized to bind the Listing Brokerage) (Date)

IVO DANCHEV ARSOV
(Print Name of Salesperson/Broker/Broker of Record)

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

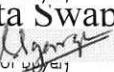
SELLER'S INITIALS

ACKNOWLEDGEMENT

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


(Signature of Buyer)

Dec 30, 2019
(Date)


(Signature of Buyer)

Dec 30, 2019
(Date)


(Signature of Seller)

.....
(Date)


(Signature of Seller)

.....
(Date)

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Form 801

for use in the Province of Ontario

Offer Summary Document

For use with Agreement of Purchase and Sale

For Brokerage submitting the offer on behalf of the Buyer:

When sent to the Listing Brokerage this form can be used as evidence that you have a written signed offer from a Buyer to the Seller.

REAL PROPERTY ADDRESS: 591 SHEPPARD AVE E 501 Toronto ON M2K0G2 (the "property")
(municipal address and/or legal description)

for an Agreement of Purchase and Sale dated: the 30 day of December , 2019 ("offer")

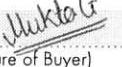
This offer was submitted by: **BROKERAGE:** FOREST HILL REAL ESTATE INC.

SALES REPRESENTATIVE/BROKER: NASIM MASERRAT

I/We, Swapnil Sudhir Garge, Name of Buyer(s), have signed an offer for the property.


(Signature of Buyer)

Dec 30, 2019
(Date)


(Signature of Buyer)

Dec 30, 2019
(Date)

This offer was submitted, to the Listing Brokerage at on the day of
(by fax, by email or in person) (a.m./p.m.)

, 20..... Irrevocable until on the 1 day of January , 2020.
 (a.m./p.m.)

(For Buyer counter offer - complete the following)

I/We, Swapnil Sudhir Garge, Name of Buyer(s), have signed an offer for the property.

(Signature of Buyer)

(Date)

(Signature of Buyer)

(Date)

An offer was submitted, to the Listing Brokerage at on the day of
(by fax, by email or in person) (a.m./p.m.)

, 20..... Irrevocable until on the day of , 20.....
 (a.m./p.m.)

For Listing Brokerage receiving the offer:

SELLER(S): Mihailea Mustatea

SELLER(S) CONTACT: (ie. phone / email / fax)

LISTING BROKERAGE: ROYAL LEPAGE SIGNATURE REALTY

SALES REPRESENTATIVE/BROKER: IVO DANCHEV ARSOV

This offer was received, by the Listing Brokerage at on the day of , 20.....
(by fax, by email or in person) (a.m./p.m.)

This offer was presented, to the Seller(s) at on the day of , 20.....
(by fax, by email or in person) (a.m./p.m.)

Offer was: Accepted Signed Back/Countered Expired/Declined

Comments:



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Form 810

for use in the Province of Ontario

The REALTOR® Consumer Relationship

In Ontario, the real estate profession is governed by the Real Estate and Business Brokers Act, 2002, and Associated Regulations (REBBA 2002 or Act), administered by the Real Estate Council of Ontario (RECO). All Ontario REALTORS® are registered under the Act and governed by its provisions. REBBA 2002 is consumer protection legislation, regulating the conduct of real estate brokerages and their salespeople/brokers. The Act provides consumer protection in the form of deposit insurance and requires every salesperson/broker to carry errors & omission (E&O) insurance.

When you choose to use the services of a REALTOR®, it is important to understand that this individual works on behalf of a real estate brokerage, usually a company. The brokerage is operated by a Broker of Record, who has the ultimate responsibility for the employees registered with the brokerage. When you sign a contract, it is with the brokerage, not with the salesperson/broker employee.

The Act also requires that the brokerage (usually through its REALTORS®) explain the types of service alternatives available to consumers and the services the brokerage will be providing. The brokerage must document the relationship being created between the brokerage and the consumer, and submit it to the consumer for his/her approval and signature. The most common relationships are "client" and "customer", but other options may be available in the marketplace.

Client

A "client" relationship creates the highest form of obligation for a REALTOR® to a consumer. The brokerage and its salespeople/brokers have a fiduciary (legal) relationship with the client and represent the interests of the client in a real estate transaction. The REALTOR® will establish this relationship with the use of a representation agreement, called a Listing Agreement with the seller and a Buyer Representation Agreement with the buyer. The agreement contains an explanation of the services the brokerage will be providing, the fee arrangement for those services, the obligations the client will have under the agreement, and the expiry date of the agreement. Ensure that you have read and fully understand any such agreement before you sign the document.

Once a brokerage and a consumer enter into a client relationship, the brokerage must protect the interests of the client and do what is best for the client. A brokerage must strive for the benefit of the client and must not disclose a client's confidential information to others. Under the Act, the brokerage must also make reasonable efforts to determine any material facts relating to the transaction that would be of interest to the client and must inform the client of those facts. Although they are representing the interests of their client, they must still treat all parties to the transaction with fairness, honesty, and integrity.

Customer

A buyer or seller may not wish to be under contract as a client with the brokerage but would rather be treated as a customer. A REALTOR® is obligated to treat every person in a real estate transaction with honesty, fairness, and integrity, but unlike a client, provides a customer with a restricted level of service. Services provided to a customer may include showing the property or properties, taking customer direction to draft an offer and present the customer offer etc. Brokerages use a Customer Service Agreement to document the services they are providing to a buyer or seller customer.

Under the Act, the REALTOR® has disclosure obligations to a customer and must disclose material facts known to the brokerage that relate to the transaction.

What Happens When...

Buyer(s) and the seller(s) are sometimes under contract with the same brokerage when properties are being shown or an offer is being contemplated. There can also be instances when there is more than one offer on a property and more than one buyer and seller are under a representation agreement with the same brokerage. This situation is referred to as multiple representation. Under the Act, the REALTORS® and their brokerage must make sure all buyers, sellers, and their REALTORS® confirm in writing that they acknowledge, understand, and consent to the situation before their offer is made. REALTORS® typically use what is called a Confirmation of Co-operation and Representation form to document this situation.

Offer negotiations may become stressful, so if you have any questions when reference is made to multiple representation or multiple offers, please ask your REALTOR® for an explanation.

Critical Information

REALTORS® are obligated to disclose facts that may affect a buying or selling decision. It may be difficult for a REALTOR® to judge what facts are important. They also may not be in a position to know a fact. You should communicate to your REALTOR® what information and facts about a property are important to you in making a buying or selling decision, and document this information to avoid any misunderstandings and/or unpleasant surprises.

Similarly, services that are important to you and are to be performed by the brokerage, or promises that have been made to you, should be documented in your contract with the brokerage and its salesperson/broker.

To ensure the best possible real estate experience, make sure all your questions are answered by your REALTOR®. You should read and understand every contract before you finalize it.

Acknowledgement by:

(Names)

I/we have read, understand, and have received a copy of Working with a REALTOR®

Sellers: As seller(s), I/we understand that

(Name of Brokerage)

(initial one)

Is representing my interests, to be documented in a separate written agency representation agreement, and I understand the brokerage may represent and/or provide customer service to other sellers and buyers.

Is not representing my interests, to be documented in a separate written customer service agreement, but will act in a fair, ethical and professional manner.

(Signature)

(Date)

(Signature)

(Date)

Buyers: As buyer(s), I/we understand that

Swapnil Sudhir Garge and Mukta Swapnil Garge

(Name of Brokerage)

(initial one)

Is representing my interests, to be documented in a separate written agency representation agreement, and I understand the brokerage may represent and/or provide customer service to other buyers and sellers.

Is not representing my interests, to be documented in a separate written customer service agreement, but will act in a fair, ethical and professional manner.

Swapnil
(Signature) Swapnil Sudhir Garge

Dec 30 , 2019
(Date)

Mukta
(Signature) Mukta Swapnil Garge

Dec 30 , 2019
(Date)

Please note that Federal legislation requires REALTORS® to verify the identity of sellers and buyers with whom they are working. For the purposes of this information, the term "seller" can be interpreted as "landlord" and "buyer" can mean "tenant." This form is for information only and is not a contract.

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