2023

**Vendor’s Info Sheet**

**File #:** JD9755

**Seller#1:** {owner1}

Seller#2: {owner2}

Purchaser#1: {purchaser}

Legal Desc.: PLAN {plan}

BLOCK {block}

LOT {lot}

Property: {property\_address}

**Date:** SEPTEMBER

**Closing Date:** {closing\_date}

**Purchase Price:** $780,000.00

**Lawyer:** JOHN B. DHILLON

**Bank Info:**

**VIA FAX: FaxNumberBank**

{bank\_name}

{bank\_address1}

{bank\_address2}

**Payout of Mortgage/LOC #**

**Original Principal Amount on Title: $573,493.00**

**Commission info:**

Via Fax No.

RE/MAX IREALTY INNOVATIONS

100, 1301 8 STREET SW

Calgary, Alberta T2R 1B7

Commission Balance: $0.00

**Other Lawyer:** DAVID JUNG

RELIANCE LEGAL GROUP LLP

3961 52 AVENUE NE UNIT 1101

Calgary, Alberta T3J 0J7

Phone

FAX

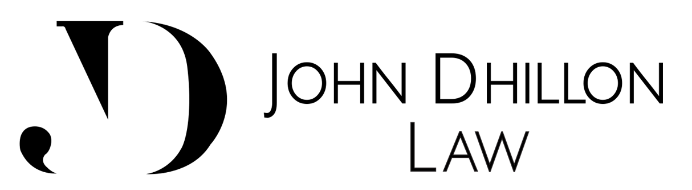
STATEMENT OF ADJUSTMENTS ON PAGE - 12

Client to bring in:

RPR

2 pieces of ID

Mortgage #(s)

**JOHN B. DHILLON**

**Barrister & Solicitor**

#2224, 4310 – 104 Avenue NE

Calgary, Alberta T3N 1W2

Direct Phone: (403) 472-3333

Fax: (403) 250-5056

E-mail: john.dhillon@outlook.com

September 28, 2023

RELIANCE LEGAL GROUP LLP (Original via courier)

3961 52 AVENUE NE UNIT 1101

Calgary, Alberta T3J 0J7

***Attention: DAVID JUNG***

Our File No. JD9755

Dear Madam:

**RE: {owners}** (the “Vendor”) **to {purchaser}** (the “Purchaser”)

**Property:** 902 AVENUE NW, CALGARY, ALBERTA T2N 0A5

**Closing Date:** OCTOBER 31, 2023

**The within documents are provided to you in trust that you DO NOT make use of the documents in any manner until such time we confirm that our office has received the mortgage payout statement. YOU ARE NOT TO RELY ON THE CONTENTS OF THIS LETTER AND THE UNDERTAKINGS SET OUT BELOW SHALL NOT APPLY UNTIL SUCH TIME THAT WE HAVE CONFIRMATION THAT WE HAVE SUFFICIENT FUNDS TO PAYOUT THE NON-PERMITTED ENCUMBRANCES IN FULL AND CONFIRM BY WAY OF E-MAIL.**

With reference to the above noted transaction, we act on behalf of the Vendor(s) herein and understand you act for the Purchaser(s). We enclose the following document(s) with respect to the above-noted transaction:

1. Transfer of Land (***if required, you SEPTEMBER amend/correct the Purchaser’s description, however, you must obtain authorization from our office to add a transferee on the transfer of land)***;
2. Statement of Adjustments;
3. GST Exemption Certificate; and
4. Real Property Report with Certificate of Compliance;

If this is a cash purchase, any references to the Purchaser’s Mortgage/Mortgagee are hereby waived.

The enclosed documents are delivered to you in trust and SEPTEMBER only be used on the following express trust conditions, namely that:

1. Prior to the Completion Date of OCTOBER 31, 2023 as stated in the Real Estate Purchase contract (the “Completion Date”), or the date your clients take possession of the property, whichever is earlier, and you shall:
   1. confirm to this office in writing that you have obtained payment and will continue to hold in your trust account, the net difference between the cash to close as set out in the Statement of Adjustments, and the anticipated mortgage proceeds from your client’s mortgage (the “cash difference”);
   2. hold on your file on behalf of the Vendor a fully executed Transfer Back in registerable form, which upon demand being made by this office you will forward to us should we be instructed to take steps to regain possession, the costs of which will be borne by the Purchaser;
   3. hold on your file fully executed Tenancy-At-Will Agreement, Irrevocable Assignment of Mortgage proceeds in favor of this office, all Mortgage documents and satisfy the Lender requirements (except for registration);
   4. satisfy yourself that:
      1. the Purchaser has obtained adequate fire and comprehensive all perils insurance coverage with respect to the subject property PRIOR to possession and registration (if applicable); and
      2. the Purchaser has arranged for utilities to be transferred to their name effective OCTOBER 31, 2023;
2. You will proceed to register the enclosed Transfer of Land, concurrently with your client’s new Mortgage in that order, no later than the Completion Date;
3. That concurrent with your submission of the Transfer of Land and Mortgage (in that order), you will deliver the cash difference referred to in Paragraph 1 (a.) above, which we undertake to hold in trust pending:
   1. registration of the title in the name of the Purchaser;
   2. delivery of possession; and
   3. our receipt of the entire cash balance to close, including interest.
4. That upon registration being completed, and in any event, on or before OCTOBER 31, 2023, you will either:
   1. deliver to our office for unconditional release to our client, the full cash balance to close, including interest; or
   2. Upon demand being made by this office, you shall immediately provide to us the cash difference and the fully executed Tenancy-At-Will Agreement and either the Transfer of Land, unused or if the Transfer of Land has been registered, forward to us the registerable Transfer Back and we will be at liberty, without prejudice to any other remedies that SEPTEMBER be available to our client to take the necessary steps to regain possession of the subject property and to restore title into the name of our client, subject only to such encumbrances as SEPTEMBER have been registered by or through our client, all at the sole expense of your clients which shall be deducted from the cash balance to close referred to in this letter.
5. That if by OCTOBER 31, 2023 the entire cash to close balance has not been paid to this office unconditionally releasable, we shall require interest on the entire cash balance to close payable at the rate of the ATB Financial prime plus 3% per annum from OCTOBER 31, 2023 or the date of possession whichever shall occur first, until the date that all money is paid in full. Funds not released by 12:00 o’clock noon on a business day shall bear interest to the next banking day;
6. In the event that the Purchaser are contractually entitled to possession of the property, or in the event that our client agrees to grant possession, prior to our office receiving the entire cash balance to close, you will be required, in addition to the other requirements specified in this letter, to have the Tenancy-At-Will Agreement signed by your clients prior to possession being granted and confirm to this office in writing that all Lender requirements have been satisfied;
7. All monies are to be received by this office on a business day no later than 12:00 o’clock noon, failing which interest will be charged to the next business day;
8. Time shall remain of the essence throughout this transaction.
9. In the event that you are unable or willing to comply with the trust conditions, the enclosed Transfer of Land is to be returned to this office, unused.

Upon unconditional release of the Cash to Close, plus interest if any, we undertake, within a reasonable time to:

1. pay out sufficient funds to discharge the mortgage registration #181 168 398 in favor of ATB FINANCIAL;
2. to forward to your office an updated Certificate of Title, **via facsimile or e-mail only**, evidencing the discharge of the foregoing within a reasonable period of time;

**IF YOU WOULD LIKE TO CLOSE ON A WESTERN PROTOCOL BASIS, THE ENCLOSED DOCUMENTS ARE SENT TO YOU UNDER THE FOLLOWING TRUST CONDITIONS:**

1. That, on or before the Date of Closing, you shall:
   1. deliver to this office the full balance due on closing, as shown on the Statement of Adjustments, by way of Solicitor’s trust cheque or certified funds;
   2. have on hand the Purchaser’s Mortgage, in registerable form;
   3. satisfy yourself that property insurance in accordance with the Lender’s requirements has been placed on the Property to be effective the Date of Closing or the possession date, whichever is earlier; and
   4. satisfy yourself that all other lender requirements have been met.
2. That, effective as of the Date of Closing, you shall obtain written confirmation of receipt of a title search (whether in electronic or paper form) which evidences that the title is subject to no registrations other than those agreed to by the Parties and any registrations arising by, through or against the Purchaser (including the Transfer and Purchaser’s Mortgage);
3. That, forthwith after satisfaction of each of the foregoing conditions, you shall:
   1. issue the Solicitor’s Opinion as contemplated under the Protocol to the Purchaser’s Mortgagee and the Purchaser, as the case SEPTEMBER be, in the manner required;
   2. arrange for completion of any incomplete sections of the Transfer of Land and then will forward forthwith the Transfer of Land and Mortgage to the Land Titles Office for registration in the following order, without intervening registrations:
      1. the Transfer of Land; and
      2. the Purchaser’s Mortgage;
   3. pay to us the full balance due on Closing.
4. That, if the Transfer of Land and Mortgage are held up or rejected by the Land Titles Office due to a defect in the Transfer of Land or Mortgage which is remediable by you using all reasonable efforts, you shall take such steps as SEPTEMBER be prescribed by the Land Titles Office in order to remedy such defects, and to re-submit the documents for registration.
5. We confirm that the following defines terms shall have the corresponding meanings set forth:
   1. “Date of Closing” means OCTOBER 31, 2023 (Possession Date);
   2. “Non-permitted Registrations” means:
      1. 181 168 398 – Mortgage in favor of ATB FINANCIAL;
   3. “Permitted Registrations” means:
      1. 121 291 188 – Restrictive Covenant;
      2. 121 291 190 – Easement;
      3. 121 291 192 – Encumbrance;

In the event that you are unable or unwilling to comply with any of the trust conditions described above, kindly contact this office to confirm any amendments, failing which the enclosed are to be returned to this office immediately upon demand.

Provided that you accept and have met these trust conditions, upon receipt of the full balance due on closing, we undertake to:

1. forthwith pay out the above mentioned non-permitted registration(s), and within a reasonable periods thereafter, obtain and forward to your office an updated Certificate of Title, **via facsimile or e-mail only,** confirming the discharge of all Non-permitted registrations;

That if the Transfer of Land and Mortgage documents are held up or rejected by the Land Titles Office due to a defect in the Transfer of Land which is remediable by our office using all reasonable efforts, we undertake to take such necessary steps as SEPTEMBER be prescribed by the Land Titles Office in order to remedy such defect and to return the documents to your office for re-submission of registration. In the alternative, our office SEPTEMBER authorize your office to correct such defect if appropriate under the circumstances.

We have instructed our client that:

1. Vacant possession is to be given to your client on the Date of Closing, in accordance with the Real Estate Purchase Contract;
2. All accounts for utilities supplied to the property are to be paid in full up to the Date of Closing; and
3. All attached and unattached goods as described in the Real Estate Purchase Contract are to remain on the property, free and clear of all encumbrances.

We will instruct that the keys shall be released to your client, on the agreed Date of Possession, once we are in receipt of the full balance due on closing.

We trust that you find the above to be in order, however, if you have any questions or concerns, please contact our office.

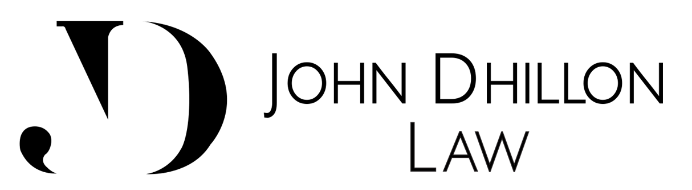
Yours truly,

JOHN DHILLON LAW

JOHN B. DHILLON

*Barrister & Solicitor*

JD/vp

#2224, 4310-104 Avenue NE

Calgary, Alberta T3N 1W2

Direct Phone: (403) 472-3333

Fax: (403) 250-5056

E-mail: john.dhillon@outlook.com

Our File No. JD9755

OCTOBER 31, 2023

ATB FINANCIAL (Original delivered to the Saddletowne branch)

***Attention: Credit Administration Service***

Dear Sir/Madam:

Re: Mortgage #: 03253872-001 (02699)

Mortgagor: {owners}

Property: {property\_address}

Legal: PLAN {plan}; BLOCK {block}; LOT {lot}

Further to your mortgage payout statement prepared on **{closing\_date}** (a copy of which is enclosed herewith for your easy reference), please find enclosed our trust cheque in the sum of **$214,186.72** which is the amount required to discharge the above-mentioned mortgage effective today. The enclosed funds are forwarded to you for credit only to the above-mentioned Mortgage Loan Account and in trust and upon condition that you will within 30 days of the date hereof provide us the following, namely:

1. A registerable discharge of instrument number **181 168 398 (Mortgage);**
2. A release of your interest in the fire insurance coverage on the property; and
3. A release of and/or the return of any other documentation that you SEPTEMBER hold as security for this loan.

**PLEASE POST THESE FUNDS INTO THE ACCOUNT AND CLOSE IT IMMEDIATELY.**

We trust you will find the foregoing and enclosure to be entirely in order and we look forward to receipt of the requested documentation at your earliest convenience.

Please find enclosed a copy of title to facilitate your preparation of the Discharge of Mortgage.

Yours truly,

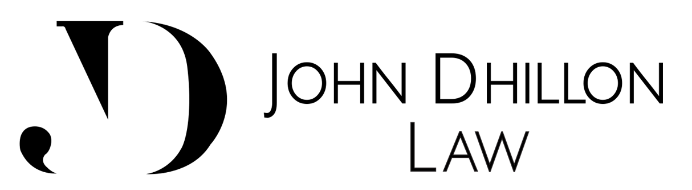
JOHN DHILLON LAW

JOHN B. DHILLON

*Barrister & Solicitor*

JD

Encl.

#2224, 4310-104 Avenue NE

Calgary, Alberta T3N 1W2

Direct Phone: (403) 472-3333

Fax: (403) 250-5056

E-mail: john.dhillon@outlook.com

Our File No. JD9755

OCTOBER 31, 2023

BANK OF MONTREAL (Original delivered to the Saddletowne branch)

***Attention: Credit Administration Service***

Dear Sir/Madam:

Re: Mortgage #: Bridge Loan

Mortgagor: {owners}

Property: {property\_address}

Legal: PLAN {plan}; BLOCK {block}; LOT {lot}

Further to your mortgage payout statement (a copy of which is enclosed herewith for your easy reference), please find enclosed our trust cheque in the sum of **$303,660.73** which is the amount required to discharge the above-mentioned Bridge Loan effective today. The enclosed funds are forwarded to you for credit only to the above-mentioned Mortgage Loan Account and in trust and upon condition that you will within 30 days of the date hereof provide us the following, namely:

1. A release of your interest in the fire insurance coverage on the property; and

2. A release of and/or the return of any other documentation that you SEPTEMBER hold as security for this loan.

**PLEASE POST THESE FUNDS INTO THE ACCOUNT AND CLOSE IT IMMEDIATELY.**

We trust you will find the foregoing and enclosure to be entirely in order and we look forward to receipt of the requested documentation at your earliest convenience.

Please find enclosed a copy of title to facilitate your preparation of the Discharge.

Yours truly,

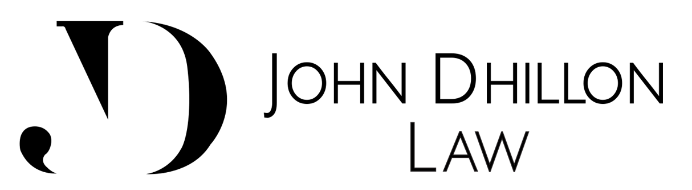
JOHN DHILLON LAW

JOHN B. DHILLON

*Barrister & Solicitor*

JD

Encl.

#2224, 4310-104 Avenue NE

Calgary, Alberta T3N 1W2

Direct Phone: (403) 472-3333

Fax: (403) 250-5056

E-mail: john.dhillon@outlook.com

Our File No. JD9755

September 6, 2023

RE/MAX IREALTY INNOVATIONS (Original via mail)

#201, 11450 – 29 Street SE

Calgary, Alberta T2R 1B7

***Attention: Conveyancing Department***

Dear Sir:

**Re: Sale:**  {owners}

**Property:** {property\_address}

**Closing:** {closing\_date}

We act for the vendors in the above-mentioned sale.

Please be advised that the above-mentioned transaction has been completed. Enclosed please find our trust cheque for **$0.00** being the balance of your commissions.

**All real estate commissions are now releasable.**

We hope this is satisfactory. However, should you have any questions or concerns, please contact our office.

Yours truly,

JOHN DHILLON LAW

JOHN B. DHILLON

*Barrister & Solicitor*

JD/vp

Encl.

**Transfer of Land**

**FORM 8**

**Land Titles Act**

**Section 64**

We **{owners}** being the registered owners of an estate in fee simple, in possession, subject, to registered encumbrances, liens and interest if any that certain piece of land described as follows:

**PLAN {plan}**

**BLOCK {block}**

**LOT {lot}**

**EXCEPTING THEREOUT ALL MINES AND MINERALS**

do hereby in consideration of the sum of **$780,000.00** the receipt of which sum the undersigned hereby acknowledge, transfer to:

**{purchaser} both of**

**902 AVENUE NW, CALGARY, ALBERTA T2N 0A5 as JOINT TENANTS**

all of the undersigned’s estate and interest in the piece of land.

The undersigned certifies that the undersigned is a resident of Canada for all purposes arising under the *Income Tax Act* of Canada, including, but not limited to, section 116 (5) thereof.

IN WITNESS WHEREOF, the undersigned has executed this transfer this \_\_\_\_\_\_ day of September, 2023.

SIGNED BY THE SAID transferor IN PRESENCE OF:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{owner1}

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness {owner2}

**Affidavit of Attestation of an Instrument**

**FORM 31**

**Land Titles Act**

**Sections 155 and 156**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

of THE City of Calgary, in the Province of Alberta

make oath and say:

1. That I was personally present and did see

**{owners}**

named in the within instrument, who, on the basis of the identification provided to me, I believe to be the person named in the within (or annexed) instrument, duly signed and executed the same for purposes named therein.

1. That the same instrument was signed at the City of Calgary, in the Province of Alberta and I am subscribing witness thereto.
2. I believe the person(s) whose signature I witnessed is (are) at least eighteen (18) years of age.

SWORN before me at the )

City of Calgary in the )

Province of Alberta )

this \_\_\_\_\_\_ day of September, 2023. )

) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) **Witness**

A Commissioner for Oaths in and

for the Province of Alberta

**VISHVA PRAJAPATI**

**My Commission Expires on September 18, 2025**

**AFFIDAVIT RE VALUE OF LAND**

**FORM 32**

**Land Titles Act**

**Section 164**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

of THE City of Calgary, in the Province of Alberta

make oath and say:

1. I am (one of) the transferee(s) (or agent of the transferee(s) named in the within transfer and I know the land therein described;
2. I know the circumstances of the said transfer, and the true consideration paid by me (us) is as follows ;
3. The transferor named in the transfer is the person from whom I, the transferee acquired the lands.
4. The current value\* of the land\*\*, in my opinion is $\_\_\_\_\_\_\_\_\_\_\_\_\_

*“value” means the dollar amount that the land might be expected to realize if it were sold on the open market by a willing seller to a willing buyer.*

*“land” includes buildings and all other improvements affixed to the land.*

SWORN before me at the )

City of Calgary in the )

Province of Alberta )

this \_\_\_\_\_ day of September, 2023. )

) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) (Signature of Transferee or Agent or Solicitor)

A Commissioner for Oaths in and

for the Province of Alberta

**GST CERTIFICATE**

**From:** {owners}(the “**Vendo**r”)

**To:** {purchaser}(the “**Purchaser**”)

**Property:** {property\_address}

The Vendor certifies the following with respect to the above note matter:

**1. EXEMPT**

The above sale is exempt from GST because it is:

⊠ A sale of used residential housing other than substantially renovated property;

□ A sale of personal use land by an individual or Trust or Company that is a sale not in the

course of business;

□ A sale of personal use farmland to related individuals;

□ A sale of real property by a charity, non-profit organization or other public service

organization;

□ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**2. TAXABLE**

The above sale is subject to GST because it is:

□ The sale of a new house;

□ A sale of land by an individual or a company that is a sale in the course of business activity;

□ The sale of a new or used non-residential property;

□ A sale of renovated housing;

□ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

GST on the above sale is:

a) □ Payable by the Purchaser to the Vendor who is responsible to remit the same to

Revenue Canada; and

□ The Vendor is registered for GST purposes, it’s GST number is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

□ The Vendor is not registered for GST purposes and will self assess the tax and remit

the same to Revenue Canada as required;

b)

□ Payable by the Purchaser, who will self-assess the tax and remit the same to

Revenue Canada, as required, because:

□ The Vendor is a non-resident;

□ The sale of non-residential property to a person registered for GST purposes;

□ The sale of residential property to a person registered for GST purposes other than

an individual.

The Vendor acknowledges that the Purchaser is relying on this Certificate in connection with the purchase of the property.

DATED at the City of Calgary, in the Province of Alberta this \_\_\_\_\_\_day of September, 2023.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{owner1} {owner2}

Our File No. JD9755

**STATEMENT OF ADJUSTMENTS**

**Vendor(s):** {owners}

**Purchaser(s):** {purchaser}

**Property:** {property\_address}

**Closing:** {closing\_date}

ANY ADJUSTMENT IN THE PROPERTY TAXES AS A RESULT OF A MARKET EVALUATION BY THE CITY OF CALGARY TAX DEPARTMENT IN 2023 THAT RESULTS IN A REASSESSMENT OF 2023 PROPERTY TAXES SHALL BE MADE DIRECTLY BETWEEN THE VENDOR(S) AND PURCHASER(S). THIS LAW FIRM WILL NOT BE RESPONSIBLE FOR ANY INCREASE/DECREASES IN 2023 ASSESSMENTS AFTER THE TRANSACTION HAS CLOSED.

This statement has been prepared based upon information provided to us and is believed to be correct, HOWEVER, its accuracy is not guaranteed. Any adjustments not contained in this statement are to be made directly between the Vendor(s) and Purchaser(s). When the Purchaser receives a tax credit he will then be responsible for payment of the full amount of the taxes for the current year and is advised to check with the municipal taxing authority to ensure that he receives a tax notice or copy of same. WITH RESPECT TO UTILITIES ON THE SAID PROPERTY, WE WOULD ADVISE THAT WE WILL NOT BE RESPONSIBLE FOR ANY UTILITY ACCOUNTS AND, THEREFORE, WILL NOT ENTERTAIN ANY HOLDBACK RESPECTING PAYMENT OF UTILITY ACCOUNTS. Arrangements should be made between the Vendor(s) and the Purchaser (s) respecting any utility accounts. The parties shall arrange for their own insurance placement and cancellation. JOHN DHILLON LAW shall NOT be responsible for any adjustments necessitated by error on the part of the mortgage lender providing our office with mortgage assumption or payout statements.  **G.S.T. - IT IS NOT THE RESPONSIBILITY OF THIS FIRM TO DETERMINE WHETHER THE PROPERTY IS SUBJECT TO G.S.T. THE PARTIES HEREBY RELEASE JOHN DHILLON LAW FROM ANY OBLIGATION WITH RESPECT THERETO. IT IS THE RESPONSIBILITY OF THE VENDOR AND PURCHASER, WITH THE ASSISTANCE OF THEIR ACCOUNTANTS, TO DETERMINE IF G.S.T. IS APPLICABLE TO ALL OR A PORTION OF THE PURCHASE PRICE IN THIS TRANSACTION. IN THE EVENT THIS IS A TRANSACTION TO WHICH G.S.T. APPLIES AND SAME HAS NOT BEEN COLLECTED, THE VENDOR RESERVES THE RIGHT TO COLLECT SAME FROM THE PURCHASER.**

APPROVED BY THE VENDOR(S) ON THIS \_\_\_\_\_\_ DAY OF SEPTEMBER, 2023.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{owner1} {owner2}

**ORDER AND DIRECTION TO PAY- SALE PROCEED**

TO: JOHN DHILLON LAW

RE: THE SALE PROCEEDS OF

PROPERTY: 902 AVENUE NW, CALGARY, ALBERTA T2N 0A5

You are hereby authorized and this shall be your good and sufficient authority to pay and issue your trust cheque at my/our risk as follows:

1. To pay your Legal fees/costs and disbursements in connection with the preparation of Mortgage/loan documents or your invoice for any previous matter we had with your firm;
2. To pay any amounts necessary to PAYOUT NON PERMITTED ENCUMBRANCES to clear the title so that it is subject only to the mortgage as a first charge, obtained by the Purchasers;
3. To pay any amount required to pay the current taxes or tax arrears and penalties (if any);
4. To pay any sum to obtain a Real Property Report (RPR) or Title insurance /or ESTOPPELS Certificate relating to the subject property, (if required);
5. We acknowledge/confirm that our verbal instructions on the phone/email/fax are sufficient and irrevocable directions;
6. From the net sale proceeds please issue your cheque(s) to me/us as the seller/OR we authorize you to issue cheques in the name of:
7. YOU ARE HEREBY AUTHORIZED AND THIS SHALL BE YOUR GOOD AND SUFFICIENT AUTHORITY TO PAY AND TRANSFER FUNDS AT MY/OUR RISK AS FOLLOWS:
   1. **To payout the ATB Bridge Financing obtained on our purchase of 238 Boulder Creek Place, Langdon, Alberta (Possession Date: September 11, 2023)**
8. **TO PAY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(**Seller** must fill the name(s) of the authorized person in their own handwriting)

As the person authorized by us to receive/pick up the cheques from your office.

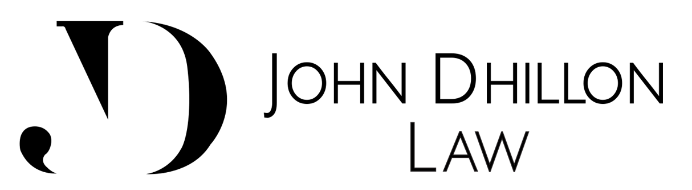
IN WITNESS WHEREOF we have hereunto subscribed our names this \_\_\_\_\_\_day of September, 2023.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{owner1}

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness {owner2}

#2224, 4310 – 104 Avenue NE

Calgary, Alberta T3N 1W2

Direct Phone: (403) 472-3333

Fax: (403) 250-5056

E-mail: john.dhillon@outlook.com

Our File No. JD9755

September \_\_\_\_\_\_\_, 2023

{owners}

Dear Sir and Madam:

**RE: Sale of 902 AVENUE NW, CALGARY, ALBERTA T2N 0A5 (“Property”)**

You have asked us, and we have agreed to act for you in respect of the above noted matter. We confirm that the Real Estate Purchase Contract (REPC) was entered into and was negotiated by you / or by your Realtor, PRIOR to our office being retained for this transaction. Therefore, we confirm that our retainer will be limited to complete the sale transaction in accordance with the terms of the REPC.

The purpose of this letter is to summarize and confirm the terms of our understanding.

**DESCRIPTION OF SERVICES:** We will represent you in connection with completing your sale purchase agreement for the above noted SALE**.**

To prepare and attend to the execution of normal conveyance documents required to complete a SALE transaction in ALBERTA

In this connection our services are limited to completing the SALE/PURCHASE AND MORTGAGE TRANSACTION in accordance with the following:

1. Your Real Estate Purchase Contract which you have negotiated with the seller prior to our office being retained;
2. To payout any funds required to obtain the discharges of all the NON-PERMITTED encumbrances which are currently registered on the title. Please note that we do not prepare the payout statements for the lenders/encumbrances. We have to payout whatever the amount is required to discharge the encumbrances.
3. Once the SALE transaction is complete then to report you with our accounting and copies of the payout invoices.

You hereby authorize us to take all steps as we SEPTEMBER judge appropriate in the circumstances. You also authorize us to engage and speak to your Agents such as your Realtor/Agents, consultants and experts as we SEPTEMBER consider necessary to complete our representation. **This retainer does not include any matters or disputes arising from the sale/transfer/purchase/mortgage of this property. At this time, you have only retained us to represent you in respect of the said matter and not in connection with any other matter or otherwise.**

* 1. **AGREEMENT AS TO LEGAL FE**ES

|  |  |
| --- | --- |
| Property Sale/Title Transfer and Assumption | **$ 950.00 ( \_\_\_\_\_\_\_\_ Initial, \_\_\_\_\_\_\_\_ Initial)** |

\* plus GST, disbursements and other charges such as long distance telephone and fax charges, photocopying, postage and courier services, online service charges and similar services. This would come up to approximately $ . Please note that any additional services, such as Out of Province of execution of documents and/orPower of Attorney and ordering RPR or attending to interim financing are not included in these services. We will charge extra for any additional services.

**SPECIAL CIRCUMSTANCES**: the above fees are quoted to you on the understanding that we will not encounter unusual difficulties in the completion of the transaction. In the event that unexpected difficulties arise, please note that the above referenced fees are subject to change at the discretion of JOHN DHILLON LAW.

Please note that the above referenced fees are subject to change at the discretion of JOHN DHILLON LAW.

* 1. **INSURANCE:** It is your responsibility to inform your insurance company and cancel your fire insurance upon closing of this transaction.
  2. **CONFLICT OF INTEREST IN MULTIPLE REPRESENTATION** :

To do so, we must have your consent. We confirm that we have discussed the advantages and disadvantages of having us represent all parties in the transaction, rather than each party retaining independent counsel. We've suggested that you consider these things:

* There is no confidentiality among the parties in a multiple representation. Therefore, information we receive from any of you in connection with this purchase we will communicate to the others. This office SEPTEMBER have an on-going lawyer-client relationship with the Buyer/Seller/Builder (whatever applicable)and the Mortgagee Bank/Trust Company.
* If a dispute arises among you that puts us in a conflict of interest - for example, about design and construction, completion delays, or builder’s lien issues - then each of you might have to seek independent legal advice. We would be unable to continue acting for any of you unless, at the time the dispute developed, all of you consented to my continuing to represent one of you.
* The advantages to us representing all of you include probable lower legal fees, no delay for communication between two law offices, and our on-going working relationship with Buyer/Seller/Builder (whatever applicable)and the Mortgagee Bank/Trust Company.

Please be assured that if we act for you we will represent you in accordance with the terms of this letter and to the very best of our ability. **However, we encourage you to consider retaining the services of independent lawyer who can act for you alone**. Of course, we would cooperate fully with that lawyer to complete the transaction efficiently.

* 1. **TERMINATION OF SERVICES:** Any party shall have the right to terminate our services upon written notice to that effect. We reserve the right to terminate our services for any reason. If your services are terminated by you or us, you will be responsible for the fees and disbursements to the date of termination. We shall be at liberty to hold all of your files and shall not be required to deliver them up until such time as all of our accounts are paid.
  2. **AGREEMENT:** If the foregoing terms and conditions are acceptable to you, please signify by signing the enclosed copy of this Agreement in the space provided and return it to us. Please retain one executed copy for your files.

If there are any questions regarding any of the foregoing terms and conditions, please do not hesitate to contact the undersigned.

Yours truly,

JOHN DHILLON LAW

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JOHN DHILLON LAW

**ACKNOWLEDGEMENT AND CONSENT**

The undersigned hereby acknowledges that:

1. The undersigned has/have read this document PRIOR to executing the SALE transaction document;
2. This document was reviewed and discussed in detail in the office of my/our solicitor;
3. The undersigned understand(s) the contents of this document and, in particular, the manner in which my/our solicitor proposes to effect the closing of this purchase.
4. Based on this Retainer Agreement I hereby confirm and instruct you to proceed to close this transaction as described in this Agreement and our discussion in the office or on the telephone/e-mail.
5. I/We confirm that our instructions to you on the telephone/e-mail/facsimile shall be considered binding and as good as the original instructions.
6. In the event of more than one/two individual Sellers, we authorize you to speak to one of our family representatives as confirmed to you at the time of signing.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{owner1} {owner2}

† Chapter 6 of The Law Society of Alberta's *Code of Professional Conduct* includes the following rule:

A lawyer must not act for more than one party in a conflict or potential conflict situation unless all parties consent and it is in the best interests of the parties that the lawyer so acts.

**ACKNOWLEDGEMENT**

TO: JOHN DHILLON LAW

RE: Sale: {property\_address}

We do hereby acknowledge:

1. **Insurance -** We should not cancel our fire insurance policy on the property until such time as all monies have been paid to us. It is our responsibility to cancel our fire insurance and apply for any refund of premium to which we SEPTEMBER be entitled.
2. **Final Payments**
   1. Utilities - It is our responsibility to arrange to have the utilities read as close as possible to the Closing Date and pay final utility accounts.
   2. Mortgage - It is our responsibility to make all mortgage payments due prior to the Closing Date.
   3. Property Taxes - It is our responsibility to pay all TIPP payments due prior to the Closing Date.
3. **Keys -** We should not release keys or authorize our agent to release keys until your office confirms that it is in order to do so.
4. **Condition of Property -** The property and the chattels included with it must be in the same condition on the date of possession as it was at the time the offer was signed except for reasonable wear and tear.
5. **Possession prior to Completion –** We acknowledge that the purchaser SEPTEMBER have possession prior to payment in full of the purchase price on the basis of cash difference.
6. **Fees -** The fees quoted for this transaction are for processing the sale of our property only and that if further action or litigation is required, additional charges SEPTEMBER be incurred.

DATED at the City of Calgary, in the Province of Alberta, this \_\_\_\_\_\_ day of September, 2023.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{owner1}

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness {owner2}

|  |  |
| --- | --- |
|  | **Commonwealth Centre**  **Unit 1101, 3961 – 52 Avenue NE**  **Calgary, AB T3J 0J7**  **Tel: 403.285.7070**  **Fax: 403.590.7800** |
| **Barristers ● Solicitors** |

Our file No. JD9755

SEPTEMBER \_\_\_\_, 2023

**{owners}**

Dear Sir / Madam:

**RE: Sale of** {property\_address}

We are pleased to report that the sale of the above property has been completed in accordance with your instructions.

We have enclosed the following document(s):

1. Copy of our Statement of Account;
2. Copy of the Statement of Monies Received and Disbursed;
3. Copy of the Statement of Adjustments;
4. Copy of the retainer letter executed at the time of signing;

4. Copy of Payout/Assumption statement from the bank with a copy of our payout letter; and

1. Our trust cheque in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

We thank you for using our services and for your support. If you have any questions or concerns, please do not hesitate to contact us.

Yours truly,

**JOHN DHILLON LAW**

Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JOHN B. DHILLON

/

Encl.

|  |  |
| --- | --- |
|  | **Commonwealth Centre**  **Unit 1101, 3961 – 52 Avenue NE**  **Calgary, AB T3J 0J7**  **Tel: 403.285.7070**  **Fax: 403.590.7800** |
| **Barristers ● Solicitors** |

Our file No. JD9755

SEPTEMBER \_\_\_\_, 2023

RELIANCE LEGAL GROUP LLP Phone:

Barrister & Solicitor Fax:

3961 52 AVENUE NE UNIT 1101

Calgary, Alberta T3J 0J7

Dear Sir/Madam:

**Re: Sale: {owners}** to

{purchaser}

**Property:** {property\_address}

**Closing:** {closing\_date}

We confirm that we are acting for the vendor(s) and we have been advised you are acting for the Purchaser(s) in the above captioned transaction. Please fax us a description as to how your client(s) wishes to be described on title.

We trust you will find the foregoing in order, but should you have any questions or concerns, please do not hesitate to contact the writer.

Yours truly,

JOHN DHILLON LAW

Per: .

JOHN B. DHILLON

/

|  |  |
| --- | --- |
|  | **Commonwealth Centre**  **Unit 1101, 3961 – 52 Avenue NE**  **Calgary, AB T3J 0J7**  **Tel: 403.285.7070**  **Fax: 403.590.7800** |
| **Barristers ● Solicitors** |

Our File No. JD9755

SEPTEMBER \_\_\_\_, 2023

RELIANCE LEGAL GROUP LLP

Barrister & Solicitor Via Fax:

3961 52 AVENUE NE UNIT 1101

Calgary, Alberta T3J 0J7

Dear Sir/Madam:

Re: Sale: **{owners}** to {purchaser} and JULI KIM

Property: {property\_address}

Closing: {closing\_date}

Further to the above noted matter and as per our undertakings in our trust letter, please find enclosed the following;

1. The updated Certificate of Title evidencing the discharge of the non-permitted encumbrances and

2. Real Property Report with Compliance.

As all undertakings have been satisfied, we are now closing our file.

We thank you for co-operation and look forward to working with you in the future.

Yours truly,

JOHN DHILLON LAW

Per: .

JOHN B. DHILLON

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