

# Confirmation of Co-operation and Representation Buyer/Seller

**BUYER:** .....

**SELLER:** ..... SILHOUETTE AURORA INC. ....

For the transaction on the property known as: SUITE .....

**DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Confirmation of Co-operation and Representation: "Seller" includes a vendor, landlord, lessor or a prospective seller, vendor, landlord or lessor and "Buyer" includes a purchaser, 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 Trust in Real Estate Services Act, 2002 (TRESA).

## 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 the Buyer and has not entered into an agreement with the Buyer to provide service. (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 assistance to the Buyer and the Buyer is a self-represented party.
- 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. 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, unless otherwise directed in writing by the Seller.
- 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.
- c) ☐ **MULTIPLE REPRESENTATION AND LIMITED SERVICES REPRESENTATION:** The Listing Brokerage is representing both the Seller and the Buyer, where one or both the Seller and Buyer are receiving limited services and representation the Listing Brokerage shall have a duty of services and representation and disclosure to one or both the Seller and the Buyer, as more particularly set out in the agreement with the respective Seller or Buyer.
- d) ☒ **MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION:** Where the Seller and the Buyer are represented by a designated representative of the Brokerage, multiple representation will not result unless that designated representative represents more than one client in the same trade.
- 1) ☐ The Listing Brokerage designated representative(s) represents more than one client in the same trade resulting in multiple representation and the duty of disclosure to both the Seller and the Buyer client is as more particularly set out in the agreement with the respective Seller and Buyer.
  - 2) ☒ The Seller client and Buyer client are each separately represented by different designated representatives of the same brokerage and there is no multiple representation.
  - 3) ☐ The designated representative(s) is providing representation to the Seller client and the Brokerage is providing services to the Seller client.

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

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

.....

**BUYER**

.....

**CO-OPERATING/BUYER BROKERAGE**

.....

**SELLER**

.....

**LISTING BROKERAGE**

## 2. PROPERTY SOLD BY BUYER BROKERAGE

- a) ☐ The Brokerage represents the Buyer **and the** Brokerage will be paid;
- 1) ☐ by the Buyer directly
  - 2) ☐ by the Seller in accordance with a Seller Limited Services Representation Agreement.
- b) ☐ **MULTIPLE REPRESENTATION:** The Brokerage has entered into a Limited Client Agreement with the Seller and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Brokerage has a duty of full disclosure to both the Buyer and the Seller.  
However, 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 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 Brokerage shall not disclose to the Buyer the terms of any other offer, unless otherwise directed in writing by the Seller.
- 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.
- c) ☐ **MULTIPLE REPRESENTATION AND LIMITED SERVICES REPRESENTATION:** The Brokerage is representing both the Seller and the Buyer, where one or both the Seller and Buyer are receiving limited services and representation the Brokerage shall have a duty of services and representation and disclosure to one or both the Seller and the Buyer, as more particularly set out in the agreement with the respective Seller or Buyer.
- d) ☐ **MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION:** Where the Buyer and the Seller are represented by a designated representative of the Brokerage, multiple representation will not result unless that designated representative represents more than one client in the same trade.
- 1) ☐ The Buyer and Seller understand and acknowledges that the Brokerage designated representative(s) represents more than one client in the same trade resulting in multiple representation and the duty of disclosure to both Buyer and Seller client is as more particularly set out in the agreement with the respective Buyer and Seller.
  - 2) ☐ The Buyer client and Seller client are each separately represented by different designated representatives of the same brokerage and there is no multiple representation.
  - 3) ☐ The designated representative(s) is providing representation to the Buyer client and the Brokerage is providing services to the Buyer client.

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

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

- a) ☐ **CO-OPERATING BROKERAGE - REPRESENTATION:**
- 1) ☐ The Co-operating Brokerage represents the interests of the Buyer in this transaction.
  - 2) ☐ The Co-operating Brokerage, **who has a Seller Limited Services Representation Agreement with Seller client**, is providing assistance to the Buyer as a self-represented party in this transaction.
- b) ☐ **CO-OPERATING BROKERAGE - COMMISSION:**
- 1) ☐ 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)
  - 2) ☐ 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.)

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

\_\_\_\_\_

BUYER

\_\_\_\_\_

CO-OPERATING/BUYER BROKERAGE

\_\_\_\_\_

SELLER

\_\_\_\_\_

LISTING BROKERAGE



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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)**

..... (Name of Co-operating/Buyer Brokerage)	Intercity Realty Inc., Brokerage ..... (Name of Listing Brokerage)
.....	3600 Langstaff Rd, Suite 14 Woodbridge ON L4L 9E7
Tel.: ..... Fax: .....	Tel.: 416-798-7070 Fax: 905-851-8794
..... (Authorized to bind the Co-operating/Buyer Brokerage) (Date)	..... (Authorized to bind the Listing Brokerage) (Date)
..... (Print Name of Salesperson/Broker/Broker of Record)	..... (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 and Seller consent with their initials to their Brokerage representing more than one client for this transaction.

.....  
INITIALS OF BUYER(S)

.....  
INITIALS OF SELLER(S)

**ACKNOWLEDGEMENT**

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

..... (Signature of Buyer)	..... (Date)	..... (Signature of Seller)	..... (Date)
..... (Signature of Buyer)	..... (Date)	..... (Signature of Seller)	..... (Date)

Suite #	_____
Level	_____
Unit	_____
Type	_____

**AGREEMENT OF PURCHASE AND SALE**  
**RESIDENTIAL CONDOMINIUM**

**ARTICLE 1.00- PURCHASE OF UNIT AND PURCHASE PRICE**

1.01 **Agreement to Purchase**

The undersigned \_\_\_\_\_ (hereinafter called the "**Purchaser**"), hereby agrees with **SILHOUETTE AURORA INC.** (hereinafter called the "**Vendor**") to purchase the above noted Unit, as shown for identification purposes on the plan attached hereto as Schedule "B", to be designated by the Vendor in the manner provided herein; and together with an undivided interest in the Common Elements and an exclusive use of those parts of the Common Elements appurtenant thereto as set out in the Declaration and one (1) parking type units (all of the foregoing hereinafter collectively referred to as the "**Unit**"), all in accordance with condominium plan documentation proposed to be registered against those lands and premises situate in the Town of Aurora being: FIRSTLY: PART LOTS 1 & 2, WEST SIDE YONGE STREET, PLAN 9, AURORA, LOT 51, PLAN 246, AURORA, PARTS 1 & 2 PLAN 65R38151; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 65R38151 AS IN B1948B; SECONDLY: LOT 52, PLAN 246, AURORA, PARTS 3 & 4 PLAN 65R38151; SUBJECT TO AN EASEMENT OVER PART 3 PLAN 65R38151 AS IN R160971; TOWN OF AURORA (being PIN 03653-0262 (LT)); and its appurtenant interest, on terms and conditions as hereinafter set out.

1.02 **Purchase Price**

The purchase price (the "**Purchase Price**") for the Unit shall be \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) of lawful money of Canada, payable by the Purchaser as follows:

- (a) the sum of \$ \_\_\_\_\_ with this Agreement;
- (b) the sum of \$ \_\_\_\_\_ thirty (30) days after the date of the Purchaser's execution of this Agreement, which sum when taken together with the deposit set out in paragraph 1.02(a) hereof equals 1% of the Purchase Price;
- (c) the sum of \$ \_\_\_\_\_ sixty (60) days after the date of the Purchaser's execution of this Agreement, which sum equals 1% of the Purchase Price;
- (d) the sum of \$ \_\_\_\_\_ ninety (90) days after the date of the Purchaser's execution of this Agreement, which sum equals 1% of the Purchase Price;
- (e) the sum of \$ \_\_\_\_\_ one hundred and fifty (150) days after the date of the Purchaser's execution of this Agreement, which sum equals 1% of the Purchase Price;
- (f) the sum of \$ \_\_\_\_\_ one hundred and eighty (180) days after the date of the Purchaser's execution of this Agreement, which sum equals 1% of the Purchase Price;
- (g) the sum of \$ \_\_\_\_\_ by certified cheque made payable to the Vendor's solicitor, in trust on the Occupancy Date, which sum equals 5% of the Purchase Price; and
- (h) the balance of the Purchase Price shall be paid to the Vendor in accordance with paragraph 6.04 (d) on the Closing Date and all proper and usual adjustments and those adjustments as hereinafter set forth in this Agreement shall be calculated as of and paid on either the Occupancy Date or the Closing Date, or both, as determined by the Vendor in the Vendor's sole discretion notwithstanding any other provision of the Agreement.

1.03 **Deposits**

The amounts set forth in subparagraphs 1.02(a), (b), (c), (d), (e), (f) and (g) shall, upon payment, constitute the deposits referred to in this Agreement and shall be payable as herein set out in paragraph 1.06, by postdated cheques delivered to the Escrow Agent or declarant's solicitor, in trust upon submission of this Agreement. All such deposits shall be held in accordance with the Act, pending completion or other termination of this Agreement and shall be credited on account of the Purchase Price on Closing. **The Vendor shall pay interest to the Purchaser on the deposits paid in accordance with Section 82 of the Act.** The Purchaser acknowledges and agrees that for the purposes of subsection 81(6) of the Act, compliance with the requirement to provide written evidence, in the form prescribed by the Act, of payment of monies by or on behalf of the Purchaser on account of the Purchase Price shall be deemed to have been sufficiently made by regular mail delivery of such written evidence to the address of the Purchaser noted below.

1.04 **Information Sheets, Statement of Critical Dates and Addendum**

The parties acknowledge that the following forms are attached hereto and forms part of this Agreement: (1) the Home Construction Regulatory Authority Condominium Information Sheet – Information for Buyers of Pre-construction Construction Homes (the "**HCRA Information Sheet**"); (2) the Taron Warranty Information for New Condominium Units (the "**Tarion Information Sheet**"); and (3) the Condominium Form (Tentative Occupancy Date) – Statement of Critical Dates – Delayed Occupancy Warranty together with the Condominium Form (Tentative Occupancy Date) – Addendum to Agreement of Purchase and Sale – Delayed Occupancy Warranty (collectively, the "**Addendum**").

1.05 **Occupancy and Closing**

- (a) The Purchaser shall occupy the Unit in accordance with the provisions of Article 9.00.
- (b) The Closing of this transaction shall take place in accordance with and at such time as provided for in Article 10.00.
- (c) Appendix "A" containing Article 2.00 to Article 17.00, both inclusive, of this Agreement, the HCRA Information Sheet, the Tarion Information Sheet, the Addendum and Schedules "A" (standard features/finishes), "B" (suite layout/plans), "SP" (site plan), "C" (notice/warning clauses), "PE" (purchaser extras) and "PI" (Collection and Limited Use of Personal Information) of this Agreement all of which are an integral part hereof and are contained on subsequent pages. The Purchaser acknowledges that the Purchaser has read all articles, sections, paragraphs and Schedules of this Agreement including Appendix "A" and further acknowledges receipt of the disclosure statement and Ontario's Residential Condominium Buyers' Guide both delivered to the Purchaser by the Vendor pursuant to the provisions of the Act.

1.06 **Escrow Agent**

**The Purchaser agrees to pay the sums as hereinbefore set out in sub-paragraphs 1.02 (a), (b), (c), (d), (e), (f) and (g) as a deposit by cheque payable to Owens Wright LLP, In Trust (the "Escrow Agent"),** with such last mentioned party to hold all deposit monies in trust as the escrow agent or declarant's solicitor acting for and on behalf of a surety or excess condominium deposit insurer company or Tarion Warranty Corporation under the provisions of a Deposit Trust Agreement ("**DTA**") with respect to this proposed condominium on the express understanding and agreement that as soon as prescribed security for said deposit monies has been provided in accordance with section 81(7) of the Act, the Escrow Agent shall be entitled to irrevocably release and disburse said funds to the Vendor (or to whomsoever and in whatsoever manner the Vendor may direct).

DATED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

SIGNED, SEALED AND DELIVERED in the presence of (Witness)	_____	Date of Birth	_____
	PURCHASER	MM/DD/YY	Social Insurance No.
	_____	_____	_____
	PURCHASER	MM/DD/YY	Social Insurance No.

The undersigned accepts the above Offer under its corporate seal and agrees to complete this transaction in accordance with the terms hereof.

DATED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

Purchaser's Address:	<b>SILHOUETTE AURORA INC.</b>
_____	Per: _____
Purchaser's Contact Information:	AUTHORIZED SIGNING OFFICER
Home: _____	I have the authority to bind the corporation.
Business: _____	
E-mail 1: _____	
E-Mail 2: _____	
	Vendor's Solicitor:
	<b>Owens Wright LLP</b>
	20 Holly Street, Suite 300, Toronto, Ontario M4S 3B1
	Attention: Ali Daneshvar
	Tel: (416) 486-9800 and Fax: (416) 486-3309