

SIKSAY & FRASER
Law Offices

REAL ESTATE QUESTIONNAIRE - PURCHASE OF PROPERTY

To be returned to Siksay & Fraser on at least one week before title search date.

The following information will assist our office in the preparation of all documentation required for the purchase of your property. Please complete the following and return this form to our office **IMMEDIATELY** by one of the following methods:

- fax to 905-666-3233, or
- scanned and emailed to angela.staff@rogers.com, or

FULL NAME and OCCUPATION and BIRTHDATE of ALL PURCHASERS

This form assumes that there are up to two purchasers. If there are MORE than two purchasers, please provide all requested information for each purchaser by adding the requested information for additional purchasers as required.

As part of the Identification verification process required by mortgage lenders and the Law Society of Upper Canada, we must verify your occupation(s) and information related thereto. Please complete the following for each purchaser:

Last Name ***First Name***
For First Purchaser
*(this is **Purchaser 1** for the rest of this form)*

Occupation

Employer name

Employer Full Address

Employer Phone Number

Date of Birth: _____
(Purchaser 1) Day / Month / Year

Last Name ***First Name***
For Second Purchaser
*(this is **Purchaser 2** for the rest of this form)*

Occupation

Employer name

Employer Full Address

Employer Phone Number

Date of Birth: _____
(Purchaser 2) Day / Month / Year

MANNER OF TAKING TITLE
(check one only)

- Joint Tenants Tenants in Common*
Sole Owner

(See attached letter for discussion of options. Most spouses take title as Joint Tenants which means that, if one spouse dies, the surviving spouse becomes the sole owner of the property on the death of the spouse.)

**** IF Tenants in common, please contact us to discuss the percentage interest of each owner.***

HOME INSURANCE: Please contact your insurance agent and give particulars of your purchase, together with the names and addresses of all mortgagees. *We will require a letter from your insurance agent (called an "insurance binder"), prior to closing, confirming insurance coverage as required by your mortgagee.*

Name of Agent: _____
Company: _____
Address: _____

Telephone: _____
Fax: _____
E-Mail: _____

MORTGAGES: Please provide the following information in respect of EACH mortgage or registered line of credit:

Name of Lender: _____
Name of Contact: _____
Broker or Bank Contact
Address: _____

Telephone: _____
Fax: _____
E-Mail: _____
Amount of Loan: \$ _____
Loan Number: _____

MISCELLANEOUS:

- Are any of the purchasers first time home buyers? Yes No
If YES, who are the first time purchasers?
All or only the following: _____
Is this property a waterfront property? Yes No
If YES, name of body of water: _____
Does this property front onto a provincial highway? Yes No
If YES, name of highway: _____
Will this property be RENTAL property? Yes No
If YES - Number of Rental Units: _____
Is the property serviced by a private well? Yes No
If YES - Has a potability certificate
been arranged?* Yes No
Is the property serviced by a private septic system? Yes No

** A "clear" water potability certificate is generally required by mortgage lenders. If one has NOT been arranged for this property, there may be a complication with your mortgage funding. You should call your real estate agent to arrange for this immediately and please ensure that the clear certificate is provided to us before closing.*

OTHER INFORMATION PERTAINING TO YOUR PURCHASE THAT YOU FEEL WE MAY NEED TO KNOW - Please include any personal knowledge that you may have about any title or survey defects in order that these may be addressed in any title insurance application:

SURVEY

Is an up-to-date survey* of this property available?: Yes No

*An up-to-date survey is a building location survey prepared by a qualified Ontario Land Surveyor, recently dated, and which shows all buildings, fences, and other structures, rights of way, easements, encroachments and improvements on the property as they exist today. The survey must be

legible - that is, you must be able to read each dimension shown on the survey, the date, and the surveyor's signature. See the attached letter for an expanded definition. Please enclose a copy of ANY survey you have, whether or not up-to-date.

CONFIRMATION RE: SURVEY TITLE INSURANCE, PIPEDA & OTHER ISSUES

The undersigned purchasers hereby acknowledge having reviewed the contents of the letter accompanying this questionnaire and the contents of this questionnaire, and, without limiting the foregoing, confirm having carefully reviewed the information contained in these documents regarding the survey to our property (if any) and regarding title insurance coverage.

I/we understand that the existing survey of the subject property is not necessarily an "up-to-date" survey of the property or that no survey to the subject property exists and that, without an up-to-date survey, our lawyer's title opinion to us will be made subject to any encroachments, easements, title defects, non-compliance with zoning bylaws, or any other matter whatsoever (all collectively referred to as "Defects") that might be revealed by a new and up-to-date survey. However, I/we understand that if we have opted for the 'Title Insurance' Service Option, the title insurance policy will insure over many of the potential unknown Defects.

If I/we have chosen the "Lawyer's Opinion on Title" Service Option, I/we confirm that I/we understand that there are risks to me/us in closing the transaction without obtaining a new survey. However, I/we hereby confirm that I/we do not wish to have a new survey for this property prepared, and I/we therefore agree to be solely responsible for any Defects that might be revealed by a new and up-to-date survey of the property and I/we hereby instruct Siksay & Fraser to proceed to closing in this matter utilizing the existing survey to the property, and I/we hereby consent to the closing of this transaction notwithstanding the encroachments and defects that are indicated on the existing survey (if any). (Mortgage lenders will require title insurance in the absence of a survey.)

If I/we have chosen the 'Title Insurance' Service Option, I/we confirm that I/we am/are not currently aware of any Defects affecting the property that might be shown by a new survey, and I/we confirm that I/we will advise our solicitor of any such Defects that may come to my/our attention prior to closing. I/We are aware that any defects indicated on any existing survey, to the extent that same may continue to exist, will not be covered under the title insurance policy.

*If this is vacant land or land which, while not vacant, is intended for substantial improvement/development, I/We confirm that our solicitors cannot confirm to me/us that my/our intended future use is allowable, or the extent of levies and charges that may be payable by me/us as a pre-condition to any improvement, construction, or development, and that I/We must investigate **these matters and satisfy my / our selves relative thereto.***

*Where there are two or more purchasers, all purchasers hereby consent to Siksay & Fraser Law Offices representing all of the purchasers in this matter, and confirm that no information received from any of the purchasers in respect of this matter can be treated as confidential as between all of the purchasers and Siksay & Fraser, and in this regard we confirm having been advised by Siksay & Fraser that, if a conflict were to develop now or later in this matter, Siksay & Fraser would be unable to represent any of us in this matter or relative to this matter in the future. We confirm that there is currently no conflict between us and that no such conflict is foreseen by us. We confirm that Siksay & Fraser is free to represent any of the purchasers in respect of other matters which are not the herein matter. Each of the purchasers hereby freely and independently waives and refuses independent legal advice ("ILA") for this matter, and each of the purchasers hereby releases and indemnifies Siksay & Fraser in respect of any failure to arrange for such ILA and any damages resulting therefrom, and we hereby confirm that there is no conflict that exists as a result of Siksay & Fraser acting for all of us herein. *If independent legal advice is required and obtained for any purchaser, then this paragraph shall deemed to be amended as may be applicable in such circumstances.**

I/We confirm having reviewed the contents of the letter accompanying this questionnaire referring to the Personal Information Protection and Electronic Documents Act (PIPEDA) and I/we hereby consent to the existing use, collection and disclosure and the future collection, use and disclosure of my/our personal information in accordance with the policies set out in the said letter.

Purchaser 1 Signature

Purchaser 2 Signature