AGREEMENT OF PURCHASE AND SALE

1. THE PARTIES

1.1 Purchaser Name(s):

Address:

Telephone: Res: Cell: Bus:

E-mail:

1.2 Vendor: **PF WHITBY NORTH DEVELOPMENTS INC.**

Address: **1 Herons Hill Way**
Toronto, ON M2J 0G2

Telephone: **(416) 756-1972**

2. THE PROPERTY

2.1 Lot Number:

(This reference is for construction purposes only and is not a legal description.)

2.2 Subdivision:

2.3 Dwelling Type:

2.4 Legal Description:

3. THE PURCHASE PRICE

3.1 The Vendor agrees to sell and the Purchaser agrees to buy the property for the purchase price of dollars ( ) of lawful money of Canada, which the Purchaser covenants to pay as follows:

1st deposit	Deposit due date:
2nd deposit	Deposit due date:
3rd deposit	Deposit due date:
4th deposit	Deposit due date:
5th deposit	Deposit due date:
6th deposit	Deposit due date:
7th deposit	Deposit due date:

The Purchaser agrees to deliver to the Vendor a cheque for the 1st deposit dated upon execution of this Agreement and post-dated cheques payable to the Vendor in the amounts set out above for the remaining deposits upon execution of this Agreement.

3.2 The balance of the Purchase Price is to be paid on the Closing Date to the Vendor's Solicitor, in trust by either: (a) wire transfer using the Lynx High Value Payment System (hereinafter referred to as "Lynx HVPS") drawn on the Purchaser's solicitor's trust account to the Vendor's Solicitor's trust account; or (b) the Purchaser's solicitor's certified trust cheque drawn upon a chartered bank or trust company to be directly deposited to the Vendor's Solicitor's trust account, subject to the usual adjustments and any other adjustments described in this Agreement.

4. SCHEDULES

4.1 Schedules "A", "B", "C", "E", "N", "O" (Statement of Critical Dates), "S", "W", "Y", "Z" and are annexed hereto and form part hereof and are integral to this Agreement. The Purchaser acknowledges that he/she has read and understands this Agreement including such schedules.

5. CLOSING DATE

5.1 This Agreement of Purchase and Sale is to be completed no later than 4:00 pm on on which date vacant possession of the property is to be given to the Purchaser subject to the Statement of Critical Dates as described in Schedule "O" to this Agreement.

6. OFFER IRREVOCABLE

6.1 This Offer is irrevocable by the Purchaser until one minute before the close of business on the Irrevocable Date as set out below, after which time, if not accepted, this Offer shall be null and void and the deposit(s) returned to the Purchaser, without interest and without deduction.

Irrevocable Date: day of

DATED at , this day of

WITNESS:

_____
Purchaser: (Date of Birth)

_____
Purchaser: (Date of Birth)

_____
Purchaser: (Date of Birth)

The undersigned accepts the above Offer and agrees to complete the transaction in accordance with the terms thereof.

Dated on

Vendor's Solicitor:
Avi Sugar
FOGLER, RUBINOFF LLP
Scotia Plaza
40 King Street West, Suite 2400
P.O. Box #215
Toronto, ON M5H 3Y2
Bus: (416) 864-9700 Fax: (416) 941-8852

Salesperson: Cara Ramani/Deborah Dauncey/Domenic Ciuffetta/Eliana El-Tawil/Julie Corby/Micheline Nicola/ Sharon Eby/Stephanie Kocialek

PF WHITBY NORTH DEVELOPMENTS INC.

Per: _____
I have authority to bind the corporation

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SCHEDULE "A"

1. AMENDING CLOSING DATE

1.1 **Extension**

If, for any reason except the Vendor's willful neglect, the dwelling is not completed on or before the Closing Date, the Purchaser agrees to grant such reasonable extension or extensions of time for completion of the dwelling as may be required by the Vendor and as allowed under the Tarion Warranty Corporation ("TARION"), and the Closing Date shall be extended accordingly as provided in the Statement of Critical Dates as attached hereto in Schedule "O". The Vendor will notify the Purchaser of any required extension(s) at the earliest possible time and shall take all reasonable steps to construct the dwelling without delay.

1.2 **Advancement**

The Vendor may at its option advance the Closing Date on one or more occasions by providing not less than thirty (30) days' notice in writing to the Purchaser of the Vendor's intention to so advance the Closing Date. In the event that the Vendor does so advance the Closing Date, the extension provisions described above shall continue to apply.

1.3 **TARION Extension and Termination Clarification**

The provisions of TARION with respect to the extension and termination apply to this Agreement of Purchase and Sale (hereinafter referred to as "Agreement") and are described in Schedule "O" Statement of Critical Dates to this Agreement.

2. ADJUSTMENTS ON CLOSING

2.1 **Realty Taxes**

2.1.1 Realty taxes (including local improvement charges), and utility rates, except insofar as same are included in common expenses and estimated common expenses shall be apportioned and allowed to the Closing Date. With respect to Realty Taxes (including local improvement charges), the same shall be estimated as if the Property had been assessed as fully completed by the relevant taxing authority for the calendar year in which the Closing Date occurs, and shall be adjusted as if such taxes had been paid by the Vendor, notwithstanding that same may not, by the Closing Date, have been levied or paid, subject however to readjustment upon the actual amount of such taxes being ascertained.

2.1.2 Subject to the Purchaser complying with all his/her obligations, a readjustment will be made by the Vendor the later of one hundred and eighty (180) days or receipt of the final assessment for Realty Taxes as applicable to the Property.

2.1.3 Purchaser shall pay any charge of the municipality in respect of creating a new separate tax account for the Property.

2.2 ***Other***

2.2.1 **Water Heater and Tank**

The hot water heater and tank for the dwelling will not be included in the Purchase and shall remain chattel property. The Purchaser agrees to execute a rental contract if requested for the hot water heater and tank and agrees to take all necessary steps to assume immediately on the Closing Date, charges for hydro, water and other services, and the Vendor may recover any payments from the Purchaser which are the Purchaser's responsibility but which may be billed to the Vendor. In the event that a rental program for the hot water tank is not available at the Closing Date, the cost of the hot water tank shall be reimbursed by the Purchaser to the Vendor as an Adjustment on the Closing Date, as outlined in the TARION Schedule "O-B" attached hereto.

2.2.2 **Water Meter**

The water meter for the dwelling is not included in the Purchase Price and the Purchaser shall be required to pay or reimburse the Vendor as an Adjustment on the Closing Date for the cost, or charge for, water service, water meter and/or installation or connection thereof, as outlined in the TARION Schedule "O-B" attached hereto.

2.2.3 **Hydro**

The Purchaser shall reimburse the Vendor as an Adjustment on the Closing Date for the cost, or charge for, hydro service, installation or connection thereof, as outlined in the TARION Schedule "O-B" attached hereto.

2.2.4 **Driveway Paving**

The Purchaser shall pay to the Vendor as an Adjustment on the Closing Date with respect to the Vendor completing the final coat of asphalt on the driveway, as outlined in the TARION Schedule "O-B" attached hereto.

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2.2.5 **Transaction Fees**

The Purchaser shall pay to the Vendor as an Adjustment on the Closing Date, as outlined in the TARION Schedule "O-B" attached hereto:

a) the charge imposed upon the Vendor or its solicitors by the Law Society of Upper Canada upon registration of the Transfer/Deed of Land or Charge/Mortgage of Land or any other instrument; and

b) the legal fees and disbursements incurred by the Vendor for the internet delivery of documentation to the Purchaser's solicitor and the LawyerDoneDeal Web Usage Fee in the sum of $190.00 plus HST.

2.3 **TARION and Home Construction Regulatory Authority (HCRA)**

The Purchaser shall reimburse the Vendor as an Adjustment on the Closing Date for the cost of enrolment of the dwelling under TARION, as outlined in the TARION Schedule "O-B" attached hereto. The Purchaser will also reimburse the Vendor for the Home Construction Regulatory Authority ("HCRA") Oversight Fee in the TARION Schedule "O-B" attached hereto.

2.4 **Mortgage Insurance**

If the Vendor obtains MICC Excess Deposit Insurance or other prescribed security pursuant to the Act, the Purchaser shall pay the MICC Excess Deposit Insurance premiums and other fees charged by MICC in connection therewith or such premiums, fees or charges for such prescribed security, on the Closing Date, as a credit to the Vendor on the Adjustments, as outlined in the TARION Schedule "O-B" attached hereto.

2.5 **Chattel Property**

If chattel property is included in this transaction, the Vendor may collect the retail sales tax payable on such chattel property as an Adjustment on the Closing Date, as outlined in the TARION Schedule "O-B" attached hereto and the Vendor agrees to remit payment of such retail sales tax immediately following the Closing Date.

2.6 **Increased Levies or Taxes**

It is further understood and agreed that the Purchaser shall pay to the Vendor as an Adjustment on the Closing Date an amount equal to any increased costs to the Vendor attributable to any new levies and/or taxes introduced by any level of government which occur between the signing of this Agreement and the Closing Date, as outlined in the TARION Schedule "O-B" attached hereto.

2.7 **Harmonized Sales Tax**

a) The Vendor and the Purchaser acknowledge that the Province of Ontario, in conjunction with (or with the approval of) the Federal Government of Canada, intends to enact legislation and regulations in order to provide relief for qualifying purchasers purchasing a new home from a builder as a primary place of residence, by effectively **exempting, reducing and/or reimbursing** both the federal portion and the provincial portion of the harmonized goods and services tax or single sales tax exigible with respect to this purchase and sale transaction (if any) (hereinafter referred to as the "**HST**") payable under this Agreement. It is anticipated that the proposed legislation and regulations will apply to agreements of purchase and sale between the qualifying purchaser and the builder entered into from and after April 1, 2026 and on or before March 31, 2027 [and for purposes of clarity, was not an agreement that had been entered into before April 1, 2026 and subsequently varied, altered or assigned, such that the agreement would (or might) be considered to have been novated], and will require that construction of the home has begun on or before December 31, 2028 and the home is substantially completed on or before December 31, 2031.

b) For the purposes of this Agreement, the total amount of the federal and provincial components of the HST exempted, reduced or to be reimbursed on or after the completion of this purchase and sale transaction shall hereinbefore and hereinafter be referred to as the "**Exempted Tax**". To qualify for the Exempted Tax, the Purchaser must qualify for the existing GST/HST New Housing Rebate under the *Excise Tax Act* (Canada) and the regulations thereunder (or any other relevant legislation and regulations, if applicable), and must be purchasing the Real Property for a purchase price exclusive of HST that is less than $1,850,000.

c) The Vendor and the Purchaser acknowledge and agree that the Purchase Price already includes a component equivalent to the HST less the Exempted Tax, and that the Vendor shall remit the balance of any HST (or the entirety of the HST, with reimbursement to follow) to the relevant governmental authority, which may be the Canada Revenue Agency, the Ontario Minister of Finance or any other body appointed by the applicable legislation and regulations ("**HST Authority**") on behalf of the Purchaser, if applicable, forthwith following the completion of this transaction.

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The Purchaser hereby warrants and represents to the Vendor that with respect to this transaction, the Purchaser will qualify for a rebate of the Exempted Tax (the "**Enhanced HST Rebate**") on the Closing Date. The Purchaser hereby irrevocably assigns to the Vendor all of the Purchaser's rights, interests and entitlements to the Enhanced HST Rebate (and concomitantly releases all of the Purchaser's claims or interests in and to the Enhanced HST Rebate, to and in favour of the Vendor), and hereby irrevocably authorizes and directs the HST Authority to pay, credit or reimburse the Exempted Tax directly to the Vendor. **The Purchaser hereby acknowledges and agrees that it shall not claim any rebate that has been assigned to the Vendor from any HST Authority.** The Purchaser shall execute and deliver to the Vendor, forthwith upon the Vendor's or Vendor's solicitors request for same (and in any event before, on or after the Closing Date), all requisite documents, declarations and assurances that the Vendor or the Vendor's solicitors or the HST Authority may require in order to confirm the Purchaser's entitlement to the Enhanced HST Rebate (the "**Rebate Forms**"). The Purchaser acknowledges and agrees that the Vendor may request that the Rebate Forms be completed in the name of the Vendor or any other person or entity that is designated by the Vendor, in its sole and absolute discretion. The Purchaser agrees to execute and provide to the Vendor the Rebate Forms as provided herein, failing which the Purchaser shall forthwith pay to the Vendor the amount of the Enhanced HST Rebate otherwise available in this transaction to the Vendor (or to whomsoever the Vendor may in writing direct), by certified cheque delivered on the Closing Date. On or before the Closing Date, the Purchaser shall deliver to the Vendor a properly executed Power of Attorney in accordance with the requirements of the *Powers of Attorney Act*, R.S.O. 1990, authorizing the Vendor or the Vendor's representative to execute the Rebate Forms and/or the Restriction (as defined below) on the Purchaser's behalf. If the Purchaser fails to execute and deliver the Rebate Forms upon request to the Vendor, in addition to any other remedy available to the Vendor as a result of such default, the Vendor shall be permitted to execute such documents as attorney for the Purchaser in accordance with the Power of Attorney delivered by the Purchaser. The Vendor and the Purchaser further understood and agree that:

(i) if the Purchaser does not qualify for the Enhanced HST Rebate, or fails to deliver to the Vendor or the Vendor's solicitors forthwith upon the Vendor's or the Vendor's solicitors request for same (and in any event on or before the Closing Date) the Rebate Forms duly executed by the Purchaser, together with all other requisite documents and assurances that the Vendor or the Vendor's solicitors may reasonably require from the Purchaser or the Purchaser's solicitor in order to confirm the Purchaser's eligibility for the Enhanced HST Rebate and/or to ensure that the Vendor ultimately acquires (or is otherwise assigned) the benefit of the Enhanced HST Rebate; or

(ii) if the Vendor believes, for whatever reason, that the Purchaser does not qualify for the Enhanced HST Rebate, regardless of any documentation provided by or on behalf of the Purchaser (including any statutory declaration sworn by the Purchaser) to the contrary, and the Vendor's belief or position on this matter is communicated to the Purchaser or the Purchaser's solicitor on or before the Closing Date;

then the Purchaser shall pay all HST payable on this transaction to the Vendor (or to whomsoever the Vendor may in writing direct), by certified cheque delivered on the Closing Date. In those circumstances where the Purchaser maintains that he/she is eligible for the Enhanced HST Rebate despite the Vendor's belief to the contrary, the Purchaser shall, after completion of the transaction contemplated hereunder, be fully entitled to pursue the procurement of the Enhanced HST Rebate directly from the HST Authority.

d) In the event that the Purchaser intends to rent out the Dwelling before or after the Closing Date, the Vendor shall not credit the Purchaser with the Enhanced HST Rebate or the HST New Housing Rental Rebate on the Closing Date, but the Purchaser may nevertheless be entitled to pursue, on his or her own after the Closing Date, the Enhanced HST Rebate and/or the HST New Housing Rental Rebate directly with the HST Authority, pursuant to the applicable legislation and regulations enacted or to be enacted relating to the Enhanced HST Rebate and/or the HST New Housing Rental Rebate.

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e) The Purchaser further covenants and agrees to indemnify and save the Vendor harmless from and against any loss, cost, damage and/or liability (including an amount equivalent to the Exempted Tax and/or the GST/HST New Housing Rebate, plus penalties and interest thereon) which the Vendor may suffer, incur or be charged with, as a result of the Purchaser's claim for a rebate that has been assigned to the Vendor and/or the Purchaser's failure to qualify for the Enhanced HST Rebate and/or GST/HST New Housing Rebate, as applicable, or as a result of the Purchaser having qualified initially but being subsequently disentitled to the Enhanced HST Rebate and/or GST/HST New Housing Rebate, as applicable, or as a result of the inability to credit, pay or assign the benefit of the Enhanced HST Rebate and/or GST/HST New Housing Rebate, as applicable, to the Vendor (or the ineffectiveness of the documents purporting to assign the Enhanced HST Rebate and/or GST/HST New Housing Rebate, as applicable, to the Vendor). As security for the payment of such amounts as aforesaid, the Purchaser does hereby charge and pledge his or her interest in the Real Property so as to create a lien or charge against the Real Property.

f) The Vendor and the Purchaser agree to execute and deliver all further documents, forms, assurances, agreements, and perform all other acts as may be required and necessary to give effect to this Paragraph.

g) Notwithstanding any other provision herein contained in this Agreement, the Purchaser acknowledges and agrees that the Purchase Price does not include any HST exigible with respect to any of the adjustments payable by the Purchaser pursuant to this Agreement, any credits granted by the Vendor or any extras or upgrades or changes purchased, ordered or chosen by the Purchaser from the Vendor which are not specifically set forth in this Agreement or any amendment or addenda thereto, and the Purchaser covenants and agrees to pay such HST to the Vendor in accordance with the *Excise Tax Act* (Canada). In addition, and without limiting the generality of the foregoing, in the event that the Purchase Price is increased by the addition of extras, changes, upgrades, credits or adjustments (including any increase in the rate of HST) and as a result of such increase, the quantum of the Enhanced HST Rebate that would otherwise be available is reduced or extinguished (the quantum of such reduction being hereinafter referred to as the "**Reduction**"), then the Purchaser shall pay to the Vendor on the Closing Date the amount of (as determined by the Vendor in its sole and absolute discretion) the Reduction.

2.8 **NSF Cheques**

The Purchaser acknowledges that he shall be responsible for the payment to the Vendor as a credit to the Vendor on the Adjustments on the Closing Date, the sum of **$500.00 plus HST** representing the charge payable for each cheque payable to the Vendor from the Purchaser which is returned as non-sufficient funds or funds not cleared, to the Vendor with respect to any deposits payable pursuant to this Agreement or any extras requested by the Purchaser prior to the Closing Date.

2.9 **General**

2.9.1 All proper readjustments shall be made after the Closing Date, if necessary, forthwith upon request. Any monies owing to the Vendor pursuant to such readjustment or as a result of any expenses incurred by the Vendor arising from a breach by the Purchaser of any of the Purchaser's obligations described in this Agreement shall be payable upon written demand by the Vendor and shall bear interest from the date of written demand at the rate of twelve percent (12%) per annum, calculated daily, not in advance and shall be a charge on the Property until paid and such charge shall be enforceable in the same manner as a mortgage in default.

2.9.2 The Vendor may reserve a Vendor's Lien, following the Vendor's usual form, for unpaid purchase monies or Adjustments or claims herein provided together with the interest thereon as set forth in Section 2.9.1 hereof, and the Vendor will upon request deliver to the Purchaser (for registration at the Purchaser's expense) a release of the Vendor's Lien after such monies have been received by the Vendor.

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3. CONSTRUCTION MATTERS

3.1 **Construction Completion**

3.1.1 The Purchaser acknowledges that the dwelling will be constructed substantially in accordance with plans and specifications to be filed with the Building Department of the municipality in which the building is located and in accordance with the *Ontario Building Code* and that the Purchaser shall have no claims against the Vendor for any higher or better standards of workmanship or materials than required in such plans and specifications and pursuant to the *Ontario Building Code*. The foregoing shall constitute complete and absolute acceptance by the Purchaser of all construction matters, and the quality and sufficiency thereof, including, without limitation, all mechanical, structural and architectural matters. The Purchaser agrees that the foregoing may be pleaded by the Vendor as an estoppel in any action brought by the Purchaser or his successors in title against the Vendor. Subject to TARION, the Vendor reserves the right to make changes to the plans and specifications and/or substitute materials provided that such materials are substantially equal in quality to the materials so replaced and the Purchaser shall have absolutely no claim or cause of action against the Vendor for any such changes, variances or modifications, nor shall the Purchaser be entitled to any notice thereof.

3.1.2 Without limiting the generality of the foregoing, the Purchaser acknowledges and agrees as follows:

a) the Vendor shall have the right to construct the reverse mirror image of the dwelling type, including reversal of the garage siting and reversal of the interior floor plan layout, without notice to the Purchaser and without compensation or abatement to the Purchase Price.

b) as of the date of this Agreement, the final site plan relating to the lands showing the actual siting of the dwelling on the lands may not have been completed by the Vendor or approved by all governmental authorities. Consequently, the Purchaser acknowledges and agrees that the Vendor shall have the right to construct the dwelling type on the lands in a location or angle different and relocate sidewalks or fences other than as depicted in the sales brochures, renderings and other plans and specifications reviewed by the Purchaser at the time of entering into this Agreement, without notice to the Purchaser and without compensation or abatement to the Purchase Price.

c) the Purchaser hereby acknowledges that, as of the date of this Agreement, final grading plans relating to the lands may not have been completed by the Vendor or approved by all governmental authorities. Consequently, the Purchaser acknowledges and agrees that the Vendor shall have the right to construct the dwelling type at a grade level different than as depicted in the sales brochures, renderings and other plans and specifications reviewed by the Purchaser at the time of entering into this Agreement, without notice to the Purchaser and without compensation or abatement to the Purchase Price.

d) in the event this Agreement calls for the construction of a deck or patio and such is not possible, the Purchaser hereby irrevocably agrees to accept such change without notice, without any right of abatement to the Purchase Price and in full satisfaction of the Vendor's obligations with respect to the construction of the dwelling. In the event that this Agreement does not call for a deck or patio and such is required by the municipality pursuant to final approved grading, engineering and/or site plans, the Purchaser shall pay to the Vendor the additional cost involved in constructing the deck or patio, which shall be determined by the Vendor in its sole and absolute discretion.

e) in the event that the dwelling type is constructed at a grade level different than as depicted in the sales brochures, renderings and other plans and specifications reviewed by the Purchaser at the time of entering into this Agreement necessitating a step or series of steps to the front door, side door, rear door or any other door of the dwelling in addition to any changes in windows, side or garage access doors the Purchaser hereby irrevocably agrees to accept such change without notice, without any right of abatement to the Purchase Price and in full satisfaction of the Vendor's obligations with respect to the construction of the dwelling.

f) the Purchaser acknowledges that the dimensions of the Property and the square footage of the dwelling are approximate only. In the event that the frontage, depth or area of the Property and/or the square footage of the dwelling as a whole are varied by up to and including five percent (5%) from the specifications set out in this Agreement, the Purchaser acknowledges and agrees to accept all such variations without notice and without a claim for compensation or abatement to the Purchase Price.

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g) the Vendor is not responsible for shade difference occurring in the manufacture of items such as, but not limited to, finishing materials or products such as cushion floor, carpet, floor tiles, roof shingles, brick, aluminum or vinyl siding, bath tubs, water closets, sinks and other such products where the product manufacturer establishes the standard for such finishes. The Vendor is also not responsible for colour variations in natural products or the finishes on natural products such as, but not limited to, marble, granite, hardwood flooring, kitchen cabinets, wood stair railings, spindles, trim as well as stains or finishes applied to any of the aforesaid which colours may vary when finishes are applied to them. Nor shall the Vendor be responsible for shade difference in colour of components manufactured from different materials but which components are designed to be assembled into either one product or installed in conjunction with another product such as, but not limited to, plastic toilet seats, china toilets, enamel tubs, melamine cabinet finishes and paint and in these circumstances the product as manufactured shall be accepted by the Purchaser. In the event the purchaser requests loop type “berber” carpet, the purchaser acknowledges that seams may be visible; and shall sign a waiver of such upon selection of colours.

h) in the event, the Purchaser purchases granite or quartz countertop(s), the Purchaser acknowledges that the granite or quartz can come with shade, veining, and pattern variances from one end of the slab to the other and requires frequent applications of sealant in order to properly maintain the countertop(s). The Purchaser further acknowledges that joints in granite or quartz countertop(s) are visible to the touch and sight joints are at the sole discretion of the fabricator.

i) in addition, the following alterations and adjustments may be made by the Vendor to the lot and model type selected by the Purchaser for any reason, and the Purchaser agrees that such alterations and adjustments for all purposes are minor and permissible, and the Purchaser shall accept the dwelling constructed on the Property with any or all of the following alterations and adjustments, without compensation or abatement (which alterations and adjustments the Purchaser hereby irrevocably authorizes the Vendor to complete): (a) a change in the front elevation of the Property that results in an increase or decrease in the number of steps to the front door and any change to the grading which affects or alters the steps or entry to the dwelling from the front door to the lot line of the Property; (b) the deletion or addition or relocation of any and all entry doors to the garage; (c) the relocation or the lowering of the elevation of any other entry doors into the dwelling or the elevation of the laundry area or the elimination of laundry room door(s); (d) the addition or deletion of steps into any and all of the rear yard, the side yard and the garage; (e) the installation of thresholds dividing rooms or living areas required by differences in surface elevations or floor materials; (f) the substitution of a door for a patio door, or a patio door for a door; (g) the substitution of a door or patio door for a window, or a window for a door or patio door; (h) the construction of the dwelling reversed to the layout shown on the floor plans (mirror image which may cause side windows to align with neighboring home's windows); (i) any reduced or increased ceiling heights; (j) changes in the location of the furnace, fireplace, water tank, or other services; (k) a reduction or increase in the area of the dwelling of up to five percent (5%), using TARION's published uniform method for the calculation of floor area (and in addition to the equivalency tolerances provided for by such method); (I) any changes either before or after approval of the plans imposed by the municipality, developer or the architectural control architect or imposed by any architectural controls, including without limitation any change to external elevations of the dwelling or the elimination of walkouts and/or lookouts; (m) the installation of catchbasins, as completed in compliance with the grading and drainage requirements of the Vendor and/or the municipality; (n) sunken foyers, rooms or other areas of the dwelling as a result of grading changes; (o) variation of rooflines which may differ from those shown on plans; (p) any other change that does not materially diminish the value of the Property or substantially objectively alter the dwelling; (q) any other substitution by the Vendor permitted under this Agreement; and (r) any other change that the Vendor's architect in his unfettered discretion considers minor and permissible, and the statutory declaration of the architect or his employee in charge of the project shall be deemed to be conclusive and binding on the Purchaser.

j) lot sizes and dimensions are also subject to change without notice provided that they are not substantially varied and, without limiting the foregoing, any decrease of less than 10% of any single lot dimension or of less than 10% of the total lot area will not be considered a substantial variation.

3.1.3 The Purchaser agrees to complete the transaction without holdback of any part of the Purchase Price. The Vendor and Purchaser shall complete on or before the Closing Date the Pre-delivery Inspection Form as called for pursuant to TARION.

3.1.4 The Purchaser will accept the Vendor’s covenant of indemnity regarding lien claims which are the responsibility of the Vendor, its trades and/or suppliers in full satisfaction of the Purchaser’s rights *under The Construction Act* and will not claim any lien holdback on the Closing Date.

3.2 **Siting**

If the dwelling type described herein cannot be sited or built on the Property in accordance with the requirements of the municipality or any architectural control committee having jurisdiction in respect of the Property, the Vendor or Purchaser may cancel this Agreement and shall be entitled to a refund of any deposit(s) paid, without interest, but in no event shall the Vendor or the Vendor’s agent be liable for any damages or costs whatsoever.

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3.3 **Construction, Siting and Grading Acceptance**

3.3.1 The Purchaser agrees that acceptance of construction, site and grading by the municipality and/or the subdivider's consulting engineers shall conclusively constitute acceptance by the Purchaser.

3.3.2 The Vendor shall have the sole right (subject to architectural control requirements) to choose the exterior colour package including type, colour and texture of materials including, without limitation, brick for the dwelling to be erected. Should the original colours chosen by the Vendor not be available at the time of construction, the Vendor shall have the right to substitute alternative available materials provided that the alternate materials are of equal quality. The Vendor agrees to notify the Purchaser of any required changes as soon as the need for such required changes becomes known to the Vendor.

3.3.3 The Purchaser acknowledges that certain lots within the subdivision may require catch basins in the rear yard and associated leads and that hydro transformers, street light poles and hydrants will front onto certain lots (including the Property) and sidewalk locations and fences are subject to change subject to 3.3.1 above within the subdivision.

3.4 **Features and Specifications**

Included in the Purchase Price are the specification features listed in Schedule "B", which forms part of this Agreement.

3.5 **Extras or Changes Requested by Purchaser**

a) The Purchaser covenants and agrees to pay the Vendor at the time of request for any and all extras or changes specifically ordered by the Purchaser failing which, the Vendor shall have no obligation to provide the requested extras or changes.

b) The Purchaser acknowledges that the selection of optional extras, upgrades and options for the dwelling can affect the marketability and saleability of the Property in the event the Purchaser defaults hereunder. The Purchaser agrees that before accepting any order for extras, upgrades and options, the Vendor may, at its option, require evidence of the Purchaser's continuing financial ability to complete the transaction. If such evidence is not satisfactory to the Vendor, in its sole, subjective and absolute discretion, the Vendor may refuse to accept any or all such orders for extras, upgrades and options and the dwelling will be completed in accordance with the original terms hereof.

3.6 **Colour Selection**

3.6.1 In the event that the Purchaser shall have made a choice of colours and/or materials from either the Vendor's samples or otherwise as aforesaid and because of lack of supply the installation of such colour choice and material cannot be completed in accordance with the Vendor's construction schedule, the Purchaser shall choose alternate colours and materials within three (3) days and in the event the Purchaser fails to make an alternate selection as aforesaid, the Vendor shall have the option of choosing the colours and materials and the Purchaser shall be obligated to accept same.

3.6.2 In the event that the Purchaser shall not have made his selection within fourteen (14) days after the acceptance of this Agreement by the Vendor or an extended date acceptable to the Vendor, then the Vendor shall have the option of choosing the colours and materials for and on behalf of the Purchaser and the Purchaser agrees to accept same.

3.6.3 In the event that the Purchaser has installed or has requested the Vendor to install, a different floor covering than that which the Vendor would normally install in the dwelling, then the Purchaser agrees that if any defects should come to light for which the Vendor is normally responsible and repairs to which require the removal of the said floor covering, the Vendor will not be responsible to effect such repairs. For purposes of this Agreement, "floor covering" shall mean any type of finished floor covering which is normally placed on the sub-floor and without limiting the generality of the foregoing, shall include tile, hardwood, marble, terrazzo and carpet.

3.6.4 Where omissions occur on the original colour selection sheet, the Purchaser acknowledges that selection by the Vendor will be final.

3.6.5 Upgrades listed on a standard colour chart will not be deemed to be part of this Agreement.

3.6.6 The Purchaser agrees that if after having made the original colour selections the Purchaser does make a change erroneously or otherwise, he will be deemed responsible for all errors resulting from any double selections.

3.6.7 The Purchaser further agrees that in the event that the Vendor has preselected colours prior to the purchase herein of the Property, the prescribed colours shall be final notwithstanding that the Purchaser may have completed a colour selection/chart.

3.6.8 In the event that any of the terms and conditions stated on the Customer Request for Optional Extras ("B" Sheet) form (the "Purchaser's Extras Contract") are in conflict or contradiction of any terms or conditions stated in this Agreement, it is hereby agreed that the terms and conditions stated on the Purchaser's Extras Contract shall take precedence over the terms and conditions of this Agreement.

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3.6.9 The Purchaser may not change its original selections (including, among other things, materials and colours) without the approval of the Vendor in its sole, subjective and absolute discretion, in which event the Vendor shall be entitled to charge an administration fee of $500.00 (plus HST) in addition to the price of the revised selections.

3.6.10 If there is more than one Purchaser, each Purchaser appoints each other Purchaser as his or her representative and agent with full authority to make colour/material selections and to enter into additional agreements for optional extras. As a result any such selections or agreements for extras made by any one Purchaser shall be binding on all other Purchasers as if they had made such selections or entered into such agreements themselves.

4. GRADING AND DRAINAGE MATTERS AND THE VENDOR'S RIGHT TO RE-ENTER

4.1 **Sodding and Paving**

The Purchaser acknowledges that the grading, paving, and sodding shall be done between June and October of any year as per the Vendor's scheduling program. The Purchaser agrees that he shall be solely responsible for watering and general maintenance of sod from the Closing Date or from the date that sod is laid, whichever shall be the latter, and the Vendor shall have no obligation in that regard. In the event the Vendor is, for any reason, required to replace laid sod, the Vendor shall not be obligated to do so until payment has been made therefor by the Purchaser. In the event the Vendor is providing the final coat of asphalt in the driveway, the Vendor shall be obligated to pave once and such paving it is agreed shall occur within 24 months after the base coat of asphalt is provided, subject to weather conditions and any excessive settlement that may occur.

4.2 **Alteration**

4.2.1 The Purchaser agrees not to alter the grading of the Property in any way which will affect its surface drainage pattern or that of the adjoining lots and promises not to widen or alter driveways or curbs, construct any fences, patios, sheds or similar structures without the written consent of the Vendor up to the date on which the subdivision is assumed by the municipality. Any breach of this covenant which requires rectification may be carried out by the Vendor, subdivider, or municipality at the sole expense of the Purchaser, payable forthwith upon demand. The Purchaser further agrees not to install any foundation planting with six feet (6') of any external wall or to finish the whole or any part of the basement of the dwelling for a period of twenty-four (24) months after the Closing Date or install any air conditioning units on the side of the house whereby it would obstruct access to the rear yard and interfere with the completion of tree grading or landscaping of the lot. A breach of either of the above terms relieves the Vendor of any obligation to rectify any basement water leakage or seepage which result or damage caused thereby. If the Purchaser installs asphalt on the Property after the Closing Date but prior to the assumption of the plan of subdivision by the municipality, and if there has been any subsidence or settlement of the Property under or about such asphalt, which subsidence or settlement must be remedied prior to the assumption of the plan of subdivision by the municipality, such subsidence or settlement shall be remedied by the Purchaser, at the sole expense of the Purchaser, within thirty (30) days of receiving notice in writing of the necessity to remedy such subsidence or settlement, failing which, the subdivider or Vendor may remedy such subsidence or settlement at the sole expense of the Purchaser plus a fee equal to fifteen percent (15%) of such expense. Purchaser acknowledges that he is not permitted to encroach (which may include, but is not limited to: extensions of structures, walls, fences, plantings, sports equipment, landscaping, etc.) on municipal property from the front, sides or rear of the Purchaser's yard. Please note that the municipality's realty department regulates and manages encroachments and will require purchasers/tenants to remove any encroachment and/or comply with the encroachment standards set forth by the municipality.

4.2.2 The Purchaser hereby releases the Vendor from any liability whatsoever in respect of water damage to improvements and chattels or damage caused by the remedying of any deficiencies or warranted items. The Vendor is not responsible for the repair or rectification of any exterior work resulting from minor and ordinary settlement, including driveways, walkways, patio stones or sodded areas or for any damage to interior household improvements or decor caused by material shrinkage, twisting or warpage. Provided further, the Vendor shall not be liable for any secondary or consequential damages whatsoever which may result from any defect in materials, design or workmanship related to the Property and the Vendor's only obligation shall be to rectify the defect pursuant to the terms of this Agreement. In the event that after taking possession of the dwelling, the Purchaser shall complete and/or install any improvements, additions or alterations thereto, including, but not limited to, finishing basement, wallpapering, cabinetry and/or mouldings and/or finishings, the Purchaser shall be required to remove such improvements, additions or alterations at his own expense, in the event that the Vendor shall be required to carry out any repairs or replacements to the dwelling in the area of such improvements, additions or alterations. The Purchaser shall indemnify and save the Vendor, its servants and agents harmless from all actions, causes of action, claims and demands for, upon or by reason of any damage or injury to person or property of the Purchaser, or any of his friends, relatives, workmen or agents who have entered on the Property or any part of the subdivision of which the Property forms a part whether with or without the authorization, express or implied, of the Vendor.

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4.3 **Vendor's Right to Enter on Property**

Notwithstanding the closing of this transaction, the Purchaser's covenants and agreements contained in this Agreement shall not merge. The Vendor, the subdivider, the municipality/region or their respective servants or agents may, until that date upon which the municipality/region accepts all of the services within the subdivision of which the Property forms a part and releases the Vendor and/or the subdivider from all obligations in connection therewith, enter upon the Property at all reasonable hours in order to carry out any lot grading work which in the opinion of the Municipal/Region Engineer or Director of Public Works may be required and to inspect, repair, complete, maintain or rectify construction, grade and undertake modifications to the surface drainage, including installation of catch basins, and including construction and maintenance of fences, if any, constructed by the Vendor or the subdivider in accordance with municipal requirements or in accordance with the Vendor's own design plan.

5. OCCUPANCY MATTERS

5.1 The Purchaser will not occupy the dwelling until the municipality consents if such consent is required, and the Vendor and Purchaser hereby agree to postpone the Closing Date until such consent is given.

5.2 The Purchaser acknowledges that if it is the policy of the municipality to issue occupancy permits or certificates, such permits or certificates may not be available for delivery to the Purchaser on the Closing Date. Provided that the dwelling has been inspected and approved for occupancy by the municipality on or before the Closing Date, the Purchaser shall accept the undertaking of the Vendor to provide a copy of the occupancy permit or certificate to be issued by the municipality as soon as possible following the Closing Date.

5.3 The Purchaser covenants to occupy the dwelling forthwith after the Closing Date.

6. TARION

6.1 **Membership**

The Vendor hereby advises the Purchaser that it is a registered builder under the provisions of TARION.

6.2 **Enrolment**

The Vendor hereby warrants that the premises are or will be enrolled under TARION.

6.3 **Certificate of Completion and Possession**

6.3.1 The Purchaser agrees to meet the Vendor's representative prior to the Closing Date to inspect and to list all items remaining uncompleted at the time of such inspection and mutually agreed deficiencies in the dwelling, on the Vendor's certificate, which certificate shall be executed by both the Purchaser and the Vendor's representative forthwith after such inspection, and shall constitute the Vendor's only undertaking with respect to incomplete or deficient work or in respect of any aspect of the construction of the dwelling (the "Pre-delivery Inspection Form"). The Purchaser further agrees that the Vendor shall have the right to enter upon the Property after the Closing Date, if necessary, in order to complete such items as are included in the Pre-delivery Inspection Form. Such work shall be completed by the Vendor within a reasonable time after the Closing Date, having regard to weather conditions and the availability of supplies and labour. The Purchaser acknowledges and agrees that no further request for completion or correction of items may be maintained by the Purchaser, and this shall serve as a good and sufficient release of the Vendor in that regard.

6.3.2 It is understood and agreed that in no event shall the Purchaser be entitled to obtain possession of the Property unless and until the Purchaser has inspected the dwelling, and completed and executed the Pre-delivery Inspection Form. Failure by the Purchaser to complete an inspection of the dwelling and to complete and execute the Pre-delivery Inspection Form prior to the Closing Date, shall constitute default by the Purchaser hereunder and the Vendor may at its option, (and without prejudice to any other rights which the Vendor may have on the Purchaser's default), terminate this Agreement and retain the deposit(s) paid by the Purchaser as liquidated damages and not as penalty.

6.3.3 The Vendor covenants and agrees to issue the TARION Certificate of Completion and Possession / Warranty Certificate ("CCP") in favour of the Purchaser. The Vendor further covenants to deliver a copy of the TARION Home Owner Information Package to the Purchaser at or before the inspection referred to in Section 6.3.1 above. The Purchaser acknowledges that the CCP will be issued by the Vendor prior to or on the Closing Date and issuance of the CCP shall not be a condition of closing. The CCP, administered by TARION shall constitute the Vendor's only warranty, express or implied, in respect of any aspect of construction of the dwelling and further shall be the full extent of the Vendor's liability for defects in materials or workmanship or damage, loss or injury of any sort, delay or otherwise with respect to the dwelling, the Property and the relationship between the Purchaser and the Vendor, whether arising in tort or in contract. The Purchaser is urged to review the CCP, particularly its exclusions, and to be aware that the Vendor is not liable for loss or damage to any landscaping, furnishing or improvement by the Purchaser caused either by any defect for which the Vendor is responsible or by the remedying of such defect.

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7. TITLE MATTERS

7.1 **Requisitions to Title**

Provided that the title is good and free from all encumbrances, save as referred to herein, and except as to any registered restrictions or covenants that run with the land provided that such are complied with. The Purchaser acknowledges that he will satisfy himself that all such restrictions, agreements or covenants have been complied with. The Purchaser is not to call for the production of any title deed or abstract or other evidence of title except such as are in the possession of the Vendor. The Vendor shall deliver to the Purchaser a survey of the Property prior to the Closing Date. The Purchaser is to be allowed until thirty (30) days prior to the Closing Date to examine the title at his own expense. If within that time any valid objection to title is made in writing to the Vendor's Solicitor which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate negotiations in respect of such objections, be null and void and the deposit(s) shall be returned to the Purchaser without interest or deduction, other than the cost of putting the premises back into their original state, reasonable wear and tear excepted, and save for any extras ordered by the Purchaser, and the Vendor shall not be liable for any costs or damages. Save as to any valid objections so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor.

7.2 **Restrictions, Easements, Subdivision Agreements**

7.2.1 The Purchaser agrees to accept title subject to the following:

a) any subdivision, development, site plan, allocation, financial contribution, front ending, servicing agreement, condominium or like agreement with the municipality in which the Property is located, or any governmental authority having jurisdiction over the Property and any cost sharing agreement respecting the Property;

b) any easements, licenses or agreements (including encroachment agreements) for the installation, maintenance and operation of any public or other utilities including, without limitation, telephone, hydro, gas, sewer, railway lines, pipelines, water and cablevision or master antenna T.V. distribution system; and any crane swing and/or tieback temporary easement agreement with respect to the right to swing crane booms over, and install tiebacks under the Property; which agreement will remain on title in respect of any lands unaffected by the same until the lands benefiting from such agreement have obtained site plan approval and in respect of any Property affected by such agreement upon termination of the same.

c) all restrictions, rights-of-way, easements, agreements, maintenance easements as provided in the subdivision agreement or any other including without limitation, any encroachment agreements, conditions or covenants that run with the land as prescribed by the municipality and/or the regional authorities and the Purchaser agrees to execute and deliver on the closing of this transaction, if required by the vendor, an adhesion/assumption agreement assuming any agreement with any governmental authority or any other entity registered on title to the property.

7.2.2 The Purchaser acknowledges and agrees that the retention by the municipality or by any other relevant government authorities of security that is satisfactory to such municipality and/or government authorities intended to guarantee the fulfillment of any outstanding obligations under the municipal agreements shall for the purposes of the within Agreement be deemed to be satisfactory compliance with the terms and provisions of the municipal agreements. The Vendor shall not be obligated to obtain nor register releases of any agreements or restrictions as aforesaid and the Purchaser shall satisfy himself concerning compliance therewith. The Purchaser agrees to observe and comply with the terms and provisions of all agreements, restrictions and covenants registered on title.

7.2.3 The Purchaser acknowledges receipt of notice from the Vendor that the Vendor and/or the subdivider may apply for a re-zoning with respect to blocks or lots not purchased hereunder as laid down by the Plan of Subdivision or with regard to the lands adjacent to or near the lands laid down by the Plan of Subdivision, and the Purchaser, and his heirs, executors, administrators, successors and assigns, shall consent to any such application and agrees that this paragraph may be pleaded as a bar to any objection by the Purchaser and his heirs, executors, administrators, successors and assigns to such re-zoning. The Purchaser covenants to include this clause in any conveyance, mortgage or disposition of the Property.

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7.2.4 The Purchaser acknowledges that the subdivision agreement entered into between the Vendor and/or the subdivider and the municipality may require the Vendor to provide the Purchaser with certain notices, including, but not limited to, land usage, maintenance of municipal fencing, school transportation (including the bussing or transportation of students to schools outside of the neighbourhood), noise levels from adjacent roadways, noise and/or vibration levels from nearby railway lines, the absence of door-to-door mail delivery, the absence of local or neighbourhood schools, the location of "super mailboxes", which may be included on the Property or on the boulevard adjacent to the Property, and in general, any other matter that may be deemed by the municipality to inhibit or interfere with the enjoyment by the Purchaser of the Property. The Purchaser agrees to be bound by the contents of the subdivision agreement or any other municipal agreement wherein such warning clauses are more fully set out and the Purchaser covenants to execute forthwith upon request by the Vendor and in any event, at least twenty-one (21) days prior to the Closing Date, an acknowledgment of receipt by the Purchaser of such notices and/or an amendment to this Agreement including such warning clauses and all schedules, plans, statements attached to the agreement and as required by the subdivision agreement, and the Purchaser's acknowledgment of receipt of same.

7.3 **Title Transfer and Purchaser Acting through Agent or Multiple Purchasers**

At its sole option, the Vendor may direct the developer (subdivider) to transfer title on the Closing Date directly to the Purchaser in which case the Purchaser agrees to accept such direct transfer and further agrees to provide to the Vendor on the Closing Date a form or acknowledgment acknowledging and confirming that the dwelling purchased has not been constructed by the developer (subdivider) and that the developer (subdivider) is in no way responsible for the construction of the dwelling, grading of the Property or any matter related hereto and has no liability to the Purchaser with respect to the same. For greater certainty for the purposes of the foregoing the developer and/or subdivider is the registered owner of the Property, if the Vendor is not the registered owner, and/or the party who entered into obligations with the municipality for subdivision or servicing of the Property.

The Purchaser agrees that any person who takes title to the Property as a beneficiary and/or pursuant to a Direction or Authorization signed by the Purchaser shall be deemed for all purposes to have signed this Agreement through the agency of the Purchaser, or to be the partner of the Purchaser, and to be jointly and severally bound by this Agreement. In doing so, the Purchaser acknowledges that this may result in the ineligibility for the Enhanced HST Rebate and/or GST/HST New Housing Rebate, as applicable (as defined and further described in Section2.7 of this Schedule "A" to this Agreement).

Notwithstanding any other term in this Agreement, the Vendor may demand as a condition precedent to the Vendor's obligation to close, that any person referred to as a beneficiary and/or in a Direction or Authorization as a person to be named as a Transferee shall sign an Acknowledgement on the Vendor's form agreeing to be bound by this Agreement.

7.4 **Consent**

The Purchaser further acknowledges and agrees to consent to the granting of any such easements, rights-of-way or licenses and to execute all documents and do all other necessary acts, without payment, as may be required to give effect to the foregoing, whether before or after the Closing Date.

8. PRIOR MORTGAGES

8.1 The Purchaser acknowledges that the Property may be encumbered by mortgages, charges, debentures or trust deeds (the "encumbrances") which are not intended to be assumed by the Purchaser and that the Vendor shall not be obliged to obtain and register a partial discharge of such encumbrances insofar as it or they affect(s) the Property until sixty (60) days after the Closing Date. The Purchaser agrees to accept the Vendor's Solicitor's Undertaking on the Closing Date to obtain and register partial discharges of such encumbrances in accordance with the terms of this paragraph provided that the following shall be delivered to the Purchaser or his solicitor on or before the Closing Date: a Direction or Acknowledgement to pay any necessary funds on the Closing Date to obtain the partial discharge of the encumbrance as directed by the holder of such encumbrance; and the Vendor's Solicitor's Undertaking to deliver the said funds as directed by the holder of such encumbrance and to register the partial discharges upon receipt and advise concerning registration particulars. The Purchaser agrees to pay as an adjustment on the Closing Date the costs incurred by the Vendor to obtain and register partial discharges of such encumbrances, whether such partial discharges are registered prior to the Closing Date, on the Closing Date, or after the Closing Date, in the amount of $150.00 plus HST per partial discharge, as outlined in the TARION Schedule "O-B" attached hereto.

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9. PURCHASER COVENANTS

The Purchaser covenants and agrees:

9.1 **Title**

9.1.1 that he will not, prior to the Closing Date, register this Agreement or any notice thereof or any other document on title to the Property;

9.1.2 to comply with all applicable provisions of the subdivision or development agreement registered against the title to the Property;

9.1.3 to advise the Vendor's Solicitor forthwith upon execution of this Agreement by the parties hereto and in any event at least twenty-one (21) days prior to the Closing Date, of the manner in which title is to be taken by the Purchaser, including the birthdates of the parties taking title to the Property. If the Purchaser fails to so notify the Vendor's Solicitor, the Vendor's Solicitor shall be entitled to engross the Transfer/Deed of Land in favour of the Purchaser;

9.1.4 to register the Transfer/Deed of Land, at his own expense, on the Closing Date;

9.2 **Non-Assignment**

9.2.1 not to register Notice of this Agreement or Notice of any assignment of this Agreement, against title to the Property;

9.2.2 not to sell, advertise, list for sale, transfer or assign this Agreement or make or attempt to make any other disposition of the Property or the Agreement without the consent of the Vendor, which consent may be arbitrarily withheld. If the Purchaser should die prior to the Closing Date, the Vendor shall at its option be entitled to declare this Agreement null and void and upon so doing shall return all monies paid on account of the Purchase Price hereunder to the personal representative of the Purchaser without interest or deduction, other than the cost of putting the Property back to its original state, except for reasonable wear and tear and except for any extras ordered by the Purchaser;

9.3 **Subordination**

that this Agreement and the interest of the Purchaser, as purchaser is subordinate to and postponed to any construction or other mortgages arranged and granted by the Vendor and/or subdivider (developer) for the full amount thereof and any advances thereunder from time to time, and to any easement, license or other agreement to provide services to the Property or to any lands adjacent thereto; The Purchaser agrees to execute all necessary documents and assurances to give effect to the foregoing as required by the Vendor.

9.4 **Statutory Declaration**

9.4.1 to execute a statutory declaration in a form satisfactory to the Vendor confirming that:

a) the Purchaser is acquiring the Property for use as the primary place of residence of the Purchaser, an individual related to the Purchaser or a former spouse of the Purchaser; and

b) the Purchaser or a person related to the Purchaser will be the first individual to occupy the Property as a place of residence;

9.4.2 to submit to the Vendor an application pursuant to the *Excise Tax Act* (Canada) in prescribed form;

9.5 **Payment of Extras**

to pay the Vendor for those extras and/or upgrades ordered by the Purchaser at the time such order is made. All such payments shall be non-refundable if this transaction is not completed by any reason whatsoever, save for the default of the Vendor. If any of the extras, plan changes and/or upgrades ordered by the Purchaser in Schedule "E" or the B-Sheet optional extras are not supplied or cannot be completed by the Vendor, the Vendor shall refund to the Purchaser upon the Closing Date the amount paid, if any by the Purchaser in connection with such extras and/or upgrades and the amount so paid to the Purchaser (or for which, at the Vendor's option, the Purchaser shall receive credit in the statement of adjustments) shall be accepted by the Purchaser as full and final settlement of any claim by the Purchaser with respect to such extras and/or upgrades, and the Purchaser acknowledges that the Vendor's liability with respect to such extras and/or upgrades shall be limited to the return of the amounts referred to aforesaid and, upon such payment being made or credit being given, the Vendor shall be released from any and all obligations, claims or demands whatsoever with respect thereto. In the event, no such amount was paid or quantified in the Schedule "E" or the B-Sheet, no refund or credit shall be paid to the Purchaser and no further compensation shall be owed by the Vendor;

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9.6 **Vendor's Rezoning and Crane Swing Agreement**

not to (i) directly or indirectly, nor cause anyone through him, directly or indirectly, to object or oppose any amendment or change in zoning by-laws or official plan or to any development application related to the subdivision or adjoining lands or any adjacent properties in which the Vendor or the subdivider or any of their principals may have any interest or to any severances or applications for consents to any variances from zoning or other by-laws or other municipal approvals relating to the subdivision or adjoining lands or any adjacent properties in which the Vendor or any of its principals may have any interest (ii) complain or make any claim against the subdivider or Vendor in respect of any lawful act under the crane swing and/or tieback temporary easement agreement referred to in Section 7.2.1 (b) of this Schedule A and (iii) include clauses similar to subsections 9.6 (i) and (ii) above in any succeeding lease, sublease or sale agreement such that the same are binding on the Purchaser and his respective successors and assigns. The foregoing may be pleaded as an estoppel or bar to any opposition or objection raised;

9.7 **Access**

that notwithstanding the closing of this transaction and the delivery of title to the Property to the Purchaser, the Vendor or any person authorized by it shall be entitled at all reasonable times and upon reasonable prior notice to the Purchaser to enter the dwelling in order to make inspections or to do any work or repairs therein or thereon which may be deemed necessary by the Vendor in connection with the completion, rectification or servicing of any installations in the dwelling or any other dwelling;

9.8 **Covenant Not to Enter Site**

not to enter upon the Property at any time prior to the Closing Date without (a) the Vendor's permission and (b) without the appropriate head and footwear if such permission is received. Should the Purchaser enter upon the Property without proper permission or safety apparel, the Purchaser agrees to indemnify and save the Vendor harmless from the consequences of any actions or claims brought against the Vendor, under the *Occupational Health and Safety Act*, and the Vendor will assume no responsibility for any actions or claims brought against the Purchaser under the *Occupational Health and Safety Act*. Under no circumstances will the Purchaser perform or cause to be performed any work of any nature on or to the Property prior to the conveyance thereof to the Purchaser and, in the event of a breach of this covenant, the Vendor, in addition to any other rights and remedies to which it is entitled, may take whatever steps it deems necessary, in its sole, subjective and absolute discretion, to remove, correct or remedy any such work and the cost and expenses thereof plus a fifteen percent (15%) administration fee (plus HST) shall be paid by the Purchaser forthwith upon demand to the Vendor or, at the Vendor's option, charged as an adjustment on the Closing Date, as outlined in the TARION Schedule O-B attached hereto;

9.9 **Non-Canadians**

that he is not now nor will he be on Closing, a non-Canadian as defined in the *Prohibition on the Purchase of Residential Property by Non-Canadians Act (Canada)* to whom section 4 (1) of such act applies, that he is purchasing the Property as principal for his own account and not as agent, trustee or otherwise on behalf of any other person or entity and the Purchaser so represents and warrants and the Purchaser further agrees to indemnify and hold the Vendor harmless from all liabilities and damages incurred or suffered by the Vendor arising from any breach of the foregoing or caused by the forgoing representation and warranty being untrue; and

9.10 **Breach**

for breach of any of the provisions of this Section, the Purchaser shall be in default of this Agreement and the Vendor may, at its option, terminate the Agreement and retain the deposit(s) as liquidated damages and not as penalty.

10. RISK

10.1 The dwelling to be erected upon the Property shall be and remain at the Vendor's risk until the Closing Date.

10.2 In the event of substantial damage to the dwelling prior to the Closing Date, the Vendor may either repair the damage and finish the dwelling and complete the sale, or may cancel this Agreement and have all deposit monies returned to the Purchaser without interest provided that the Purchaser completes all documents as may be necessary to clear the title to the Property and enable the Vendor to effect a re-sale of the Property to another purchaser.

11. TENDER

11.1 Any tender of documents or monies hereunder may be made upon either party hereto, by their respective solicitors, and, subject to Subsections 11.1.2(iv) and 11.1.2(x) below, money may be tendered by either: (a) wire transfer using the Lynx HVPS drawn upon the Purchaser's solicitor's trust account to the Vendor's Solicitor's trust account; or (b) the Purchaser's solicitor's certified trust cheque, drawn upon a chartered bank or trust company to be directly deposited to the Vendor's Solicitor's trust account.

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11.1.2 Inasmuch as the electronic registration system (hereinafter referred to as the **"Teraview Electronic Registration System"** or **"TERS"**) is operative in the applicable Land Titles Office in which the Plan of Subdivision is registered, the following provisions shall prevail, namely:

i) No less than 15 days after notification of the Vendor's acceptance of this Agreement: (a) the Purchaser shall be obliged to retain a lawyer, who is both an authorized TERS user and in good standing with the Law Society of Upper Canada, to represent the Purchaser in connection with the completion of this transaction; and (b) shall provide the Vendor with such lawyer's contact information and shall authorize such lawyer to enter into an escrow closing agreement with the Vendor's Solicitor on the latter's standard form (hereinafter referred to as the **"Escrow Document Registration Agreement"** or **"EDRA"**), establishing the procedures and timing (which shall be no later than 4:00 p.m.) for completing this transaction, such EDRA to be returned to the Vendor's Solicitors at least 10 days prior to the Closing Date.

ii) The delivery and exchange of documents, monies and keys to the Property, and the release thereof to the Vendor and the Purchaser, as the case may be:

a) shall not occur contemporaneously with the registration of the transfer/deed (and other registerable documentation); and

b) shall be governed by the EDRA, pursuant to which the solicitor receiving any documents, keys, wire transfer using the Lynx HVPS and/or certified solicitor's trust cheque, drawn upon a chartered bank or trust company will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the EDRA.

iii) If the Purchaser's lawyer is unwilling or unable to complete this transaction via TERS, in accordance with the provisions contemplated under the EDRA, then said lawyer (or the authorized agent thereof) shall be obliged to personally attend at the office of the Vendor's Solicitor, at such time on the Closing Date as may be directed by the Vendor's Solicitor or as mutually agreed upon, in order to complete this transaction via TERS utilizing the computer facilities in the Vendor's Solicitor's office.

iv) The Purchaser expressly acknowledges and agrees that he or she will not be entitled to receive the transfer/deed to the Property for registration until the **balance of funds due on closing, in accordance with the statement of adjustments, are either remitted by: (a) the Purchaser's solicitor's certified trust cheque drawn upon a chartered bank or trust company directly deposited to the Vendor's Solicitor's trust account; or (b) wire transfer using the Lynx HVPS drawn on the Purchaser's solicitor's trust account to the Vendor's Solicitor's, trust account (or in such other manner as the latter may direct) by no later than 1:00 p.m. on the Closing Date**.

v) The Purchaser acknowledges and agrees that, at the option of the Vendor's Solicitor, the delivery of any documents not intended for registration on title to the Property, may be delivered to the Purchaser's solicitor by electronic transmission of electronically signed documents through an internet based electronic delivery system (the "**Web Delivery System**"), by email, by telefax transmission (or by a similar system reproducing the original), provided that all documents so transmitted have been duly and properly executed and the Purchaser agrees to accept and to instruct the Purchaser's solicitor to accept the delivery of any documents delivered as aforesaid.

vi) At the option of the Vendor's Solicitor, the Purchaser's solicitor may deliver any documents not intended for registration on title to the Property by email, telefax transmission (or by a similar system reproducing the original), provided that:

a) save and except the documentation required pursuant to Section 7.2.4, any and all such documents have been duly and properly executed by the appropriate parties/signatories thereto and received by the Vendor's Solicitor forty-eight (48) hours prior to the Closing Date; and

b) the Purchaser's solicitor provides a personal undertaking to deliver all originally executed closing documents to the Vendor's Solicitor to be sent by overnight courier on the Closing Date.

vii) The Purchaser agrees, subject to Subsection (vi) that the delivery of any original documents not intended for registration on title to the Property and to be executed by the Purchaser will be delivered to the Vendor's Solicitor properly executed by the appropriate parties/signatories thereto and received by the Vendor's Solicitor forty-eight (48) hours prior to the Closing Date.

viii) Pursuant to Subsection 3 (1) of the *Electronic Commerce Act* (Ontario), as amended (or any successor or similar legislation): (i) at the option of the Vendor's Solicitor, the Purchaser acknowledges and agrees to use and accept and to instruct the Purchaser's solicitor to accept, any information and/or document to be provided by the Vendor and/or its solicitors in respect of this transaction in an electronic form (including (via a Web Delivery System) if, when and in the form provided by the Vendor and/or its solicitors; and (ii) the Purchaser acknowledges and agrees to provide to the Vendor and/or its solicitors and to instruct the Purchaser's solicitor to provide to the Vendor and/or its solicitors, any information and/or document required in respect of this transaction in such manner required by the Vendor's Solicitor including in an electronic form (including via Web Delivery System) as, when and in the form required by the Vendor and/or its solicitors, in their sole and unfettered discretion.

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ix) If, after the Purchaser and/or Purchaser's solicitor has provided the information necessary for the Vendor's Solicitor to prepare the closing documents, including providing title instructions pursuant to Section 9.1.3, and any such information is subsequently changed or amended by the Purchaser or the Purchaser's solicitor, or the Purchaser changes solicitors, or the Purchaser's solicitor is not able or not willing to access the Web Delivery System, the Purchaser shall pay the Vendor's reasonable legal fees, plus HST, incurred in making all such changes and delivering the amended documents as outlined in the TARION Schedule "O-B" attached hereto.

x) Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor's Solicitor has:

a) delivered all closing documents and/or funds to the Purchaser's solicitor in accordance with the provisions of the EDRA, whether or not such EDRA has been signed by the Purchaser's solicitor.

b) advised the Purchaser's solicitor, in writing or by electronic written communication that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement and that the keys will be made available for pick up by the Purchaser at the Vendor's Solicitor's office upon completion of the transaction contemplated herein; and

c) has completed all steps required by TERS in order to complete this transaction that can be performed or undertaken by the Vendor's Solicitor without the cooperation or participation of the Purchaser's solicitor, and specifically when the "completeness signatory" for the transfer/deed has been electronically "signed" by the Vendor's Solicitor.

without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the aforementioned documents, keys and/or funds, and without any requirement to have an independent witness evidencing the foregoing.

Notwithstanding the foregoing, if the Purchaser or the Purchaser's Solicitor, including without limitation any representative or employee of the Purchaser or the Purchaser's solicitor, indicates or expresses (even on a "without prejudice" basis) to the Vendor or the Vendor's Solicitors, on or before the Closing Date that the Purchaser is unable or unwilling to complete the within transaction, the Vendor shall be relieved of any obligation to make formal tender upon the Purchaser or the Purchaser's Solicitor and the Vendor may exercise forthwith any and all of its rights and remedies provided for in this Agreement, at law and in equity.

12. DEFAULT AND REMEDIES

12.1 The Purchaser shall be deemed to be in default under this Agreement in each and every of the following events, namely:

a) upon the non-payment of all or any portion of the Purchase Price, or any other sum due herein when due;

b) upon a breach of, or failure in the performance or observance of any covenant, restriction, stipulation or provision of this Agreement to be performed and/or observed by the Purchaser;

12.2 A certificate of an officer of the Vendor that default has been made and the date of default and that notice, if required, of such default has been given to the Purchaser or his solicitor, shall be conclusive evidence of the facts therein stated.

12.3 In the event the Purchaser is in default under this Agreement, the Vendor may give written notice of such default to the Purchaser or his solicitor and in the event the Purchaser does not rectify and cure such default within ten (10) days of the giving of such notice, the Vendor may terminate this Agreement by giving notice of termination to the Purchaser or his solicitor and if such notice of termination is given, this Agreement shall be at an end and all deposit monies shall be forfeited by the Purchaser and retained by the Vendor, the Vendor shall have no further rights, obligations or liabilities to the Purchaser pursuant to this Agreement and the Purchaser shall be liable to the Vendor for all damages suffered or incurred by the Vendor. Notwithstanding the foregoing no notice of default shall be required to be given by the Vendor to the Purchaser if the Purchaser defaults in completing the within transaction. If the Purchaser defaults in completing the within transaction the Vendor may terminate this Agreement by giving notice of termination to the Purchaser or his solicitor and if such notice of termination is given, this Agreement shall be at an end and all deposit monies shall be forfeited by the Purchaser and retained by the Vendor, the Vendor shall have no further rights, obligations or liabilities to the Purchaser pursuant to this Agreement and the Purchaser shall be liable to the Vendor for all damages suffered or incurred by the Vendor.

12.4 It is understood and agreed that the rights contained in this Section on the part of the Vendor are in addition to any other rights which the Vendor may have at law, in equity or under any other provision of this Agreement and the Vendor expressly has the right to exercise all or any one or more of the rights contained in this Agreement, at law or in equity, without exercising at such time the remainder of such right or rights and without prejudice to the subsequent right of the Vendor to exercise any remaining right or rights at law, in equity or in this Agreement.

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13. GENERAL

13.1 All of the covenants, warranties and obligations contained in this Agreement shall survive the closing of this transaction and shall remain in full force and effect notwithstanding the transfer of title to the Property to the Purchaser.

13.2 If the Closing Date shall fall on a day on which the relevant Land Registry Office is not open for business, the Closing Date shall be the day next following when the Land Registry Office is open for business.

13.3 The Purchaser is hereby notified that a consumer report containing credit and/or personal information may be requested at any time in connection with this transaction.

13.4 The Vendor hereby represents that it is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

13.5 If any provision of this Agreement or the application to any circumstances shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement or the application thereof to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

13.6 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

13.7 This Agreement and the transaction arising therefrom are conditional upon compliance by the Vendor, at its expense, with the provisions of Section 50 of the *Planning Act, R.S.O. 1990*, and amendments thereto on or before the Closing Date.

13.8 Time shall be at the very essence of this Agreement but no extensions of time for the making of any payment or the doing of any act hereunder shall be deemed to be a waiver or modification or affect this provision.

14. INTERPRETATION OF AGREEMENT

14.1 If the Purchaser cannot identify or understand any of the provisions of this Agreement, the Purchaser should discuss them with the Vendor or salesperson.

14.2 All headings are for convenience of reference only and have no bearing or meaning in the interpretation of any particular clause in this Agreement.

14.3 This Agreement is to be read with all changes of gender or number required by the context and, when accepted, shall constitute a binding Agreement of Purchase and Sale.

15. WHOLE AGREEMENT

15.1 This offer, when accepted, shall constitute a binding contract of purchase and sale and time shall in all respects be of the essence hereof. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported hereby other than as expressed herein in writing whether contained in any sales brochures or alleged to have been made by any sales representative or agent.

15.2 This Agreement shall be governed by the laws of the Province of Ontario and Canada.

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SCHEDULE "B"

Purchase Price to Include:

1. Selection of exterior colours including, brick, aluminum, roof, etc. as may be selected by the purchaser from the Vendor's packages, if available, and if not previously ordered, or installed. The Purchaser acknowledges that the exterior colours may have been pre-selected or changed by the Vendor as a result of the Urban Design Guidelines provisions.
2. Self sealing asphalt shingles.
3. Windows are fully caulked and are installed with a vapour barrier.
4. Insulated metal front entry door with weatherstripping.
5. Sectional roll-up attached garage door.
6. Energy efficient (low "E" argon) qualified sliding glass patio door with screen, as per plan. Thermopane sliding patio door for most detached units only with complementing transom above for additional natural light, where size permits, as per plan.
7. Cold cellar, as per plan if grade permits.
8. Aluminum soffits, fascias and eavestroughs, as per plan.
9. Thermopane energy efficient (low "E" argon) qualified vinyl casement windows on ground and second floor except for garage and basement. Basement windows will be double glazed where applicable per plan.
10. Screens provided on all operating windows.
11. Poured concrete basement walls.
12. Driveway to be paved asphalt. (Vendor will provide base coat asphalt) The finished coat will be completed by the Vendor at the Purchaser's expense (not refundable) to be adjusted on closing.
13. Lot to be graded and sodded to requirements of the Municipality.
14. Two exterior water service taps; one in the garage and one at the rear or side, as per plan.
15. Three exterior electrical outlets; one in the garage and one weatherproof outlet at the front and rear and all accessible second floor balconies, as per plan.
16. Pre-cast cement slabs from driveway to front entrance.
17. Exterior walls, ceiling, and basement to be insulated to Ontario Building Code standards.
18. Quality 2' x 6' exterior wood frame construction.
19. 5/8" or 3/4" tongue and groove subflooring throughout ground and second floor, as per plan screwed down and joints sanded with an advanced Engineered Floor Joist System.
20. Oak main staircase to feature oak stringers, handrail and pickets in natural finish from ground floor to second floor, as per plan, excluding stairs to basement and landings.
21. 9' ground floor ceilings and second floor ceilings, as per plan. (ALL MODELS)
22. Quality broadloom and underpad on second floor (ALL MODELS) excluding staircase to all non-tiled areas, as per plan.
23. 2 ¼" Red Oak solid oak flooring from Vendor's standard samples on ground floor, including main staircase landing to all non-tiled areas (ALL MODELS).
24. Electric fireplace (ALL MODELS).
25. Carrera Series doors and trim with quality hardware. Arches to be trimmed on ground floor.
26. Sprayed and stippled ceilings in all rooms except kitchen (as permitted per plan), bathrooms and ground floor laundry room, as per plan.
27. All interior walls, trim and doors painted with low VOC paint throughout, off white.
28. Ceramic floor tile in the front vestibule, foyer (as per applicable plan), kitchen and breakfast area (as per plan), laundry room (if on ground or second floor), powder room, main and ensuite bathrooms as per plan from Vendor's standard samples.
29. Custom quality cabinets on bathroom vanities, as per plan selected from Vendor's standard samples. Extra height principal ensuite bathroom vanity and extra height kitchen cabinets, as per plan (all models).
30. *Primary Level granite countertop with standard edge from Vendor's standard samples in kitchen, as per plan (ALL MODELS).
31. Post formed arborite countertops on bathroom vanities, as per plan selected from Vendor's standard samples (ALL MODELS).
32. Kitchen includes double stainless steel sink with single lever faucet and hood fan ducted to outside.
33. Ceramic wall tiles in bathtub enclosure, as per plan. Bathrooms with separate shower stall have tiles around the tub and tiles to ceiling in shower stall, as per plan.
34. Freestanding bathtub in principal ensuite from Builder standard selection, as per plan.
35. Frameless glass shower enclosure in principal ensuite, as per plan.
36. Quality plumbing fixtures in bathrooms.
37. Single shower controls in all tubs and showers to feature temperature control valve.
38. Chrome finish single lever taps on all sinks, basins and bathtubs excluding laundry tub.
39. Pedestal sink and mirror in powder room, as per plan.
40. Mirror in bathrooms and powder rooms.
41. Electrical service with circuit breaker panel including heavy duty cable and outlet for stove and dryer as per the Ontario Building Code.
42. Electric door chime.
43. Smoke detectors and carbon monoxide detectors as per Ontario Building Code standards.
44. Prewire for future home automation, 1 CAT-6 prewire to terminate in great room from basement, as per plan.
45. Rough-in for future dishwasher (plumbing and electrical).
46. Rough-in 3 piece bathroom in basement. (Location may vary from that shown on plan.)
47. Qualified high efficiency forced air gas furnace and tankless water heater contributing to energy efficiency in the home. (Location may vary from that shown on plan.)
48. Rental of tankless water heater. The purchaser acknowledges that the tankless water heater is a rental and agrees to execute a rental agreement on or before closing.
49. Single fiberglass laundry tub and washer taps, as per plan.
50. Taps installed for automatic washer connection.
51. Warranty as set out by the Tarion Warranty Corporation (TARION), save and except the enrolment fee.
52. White decora style switches and receptacles throughout.

Purchaser acknowledges that:

1. The Vendor will not allow the Purchaser to do any work and/or supply any material to finish the dwelling before the closing date.
2. If an item selected by the Purchaser is not available, the Purchaser must reselect from the Vendor's samples within forty-eight (48) hours of notification, failing which the provisions of the Agreement in respect of an original selection shall prevail.
3. Purchasers are notified that the side door (where applicable) may be lowered to accommodate side yard drainage as per grading or municipality requirements.
4. Laundry room layout and stairs are particularly susceptible to alteration in order to accommodate building code, municipally approved grading and drainage requirements. Purchasers are notified that the number of steps to front entrance and rear entrance, landing and vestibule may be increased or decreased depending on final grading. Purchasers are notified that jogs in walls of rooms may vary from model to model to accommodate structural requirements and/or venting for the house.
5. Ground floor laundry room floor, landing and vestibules, where applicable, may be lowered to accommodate entry door(s) at the vendor's discretion (unfinished basement ceiling height or cold cellar height shall be lowered accordingly). Some ceiling heights in various rooms, hallways and bulkheads may be lower than 9', as per plan.
6. Purchaser acknowledges that variations from Vendor's samples may occur in finishing materials, kitchen and vanity cabinets, floor and wall finishes due to normal production process and any variations in colour or grain in natural wood products or manufactured flooring products including but not limited to manufactured laminate, birch, maple, oak flooring is not the responsibility of the Vendor as the flooring finish may not match the stain or finish of stairs, pickets and railings because of the difference of materials used.
7. Purchaser acknowledges that the Tarion Warranty Corporation (TARION) enrolment fee is not included in the purchase price.
8. Purchaser acknowledges that the HCRA Oversight Fee is not included in the purchase price.
9. HST (Provincial and Federal portions) is included in purchase price. The purchase price has been determined taking into account the HST rebate (if applicable) to which the Purchaser is assigning to the Vendor pursuant to compliance with Schedule "H" of the Agreement. The Purchaser shall reimburse the Vendor for any loss of this rebate by reason of the Purchaser's default pursuant to Schedule "H".
10. SELECTIONS ALREADY MADE ON THE ABOVE ITEMS BY THE BUILDER CANNOT BE CHANGED.
11. EXTERIOR ELEVATION, APPEARANCES AND FINISHINGS WILL BE SIMILAR TO PICTURES OR RENDERINGS BUT MAY NOT NECESSARILY BE IDENTICAL.
12. ALL SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE. LOT FRONTAGES ON SITE PLAN REFER TO THE MINIMUM WIDTH OF THE LOT AT THE FRONT BUILDING SETBACK.
13. SOME EXTERIOR DETAILS MAY BE IN COMPLIMENTARY MATERIALS OTHER THAN BRICK INCLUDING BUT NOT LIMITED TO SIDE ROOF GABLES.

Notes:

1. Natural products (i.e. granite, wood and marble) are subject to natural variations in colour and grain. Tile is subject to pattern, shade and colour variations.
2. Purchasers must make all finishing selections from the Vendor's standard selections. If the Lot/Unit is at a stage of construction which will enable the Vendor to permit the Purchaser to make colour and material choices from the Vendor's standard selections, then the Purchaser shall have until the Vendor's date designated by the Vendor (of which the Purchaser shall be given ten (10) days prior notice) to properly complete the Vendor's colour and material selection form. If the Purchaser fails to do so within such time period, the Vendor may irrevocably exercise all of the Purchaser's rights to colour and material selections hereunder and such selections shall be binding upon the Purchaser. No changes whatsoever shall be permitted in colours or materials so selected by the Vendor, except that the Vendor shall have the right to substitute other materials and items for those provided in this Schedule provided that such materials and items are of quality equal to or better than the materials and items set out herein.
3. The Purchaser acknowledges that there shall be no reduction in the price or credit given for any standard feature listed herein which is omitted at the Purchaser' request.
4. References to model types or model numbers refer to current manufacturer's models. If these types or models change, the Vendor shall provide an equivalent model.
5. All dimensions, if any, are approximate. Actual useable floor space may vary from the stated floor area, if so stated,
6. All features, finishes, specifications and materials are subject to change without notice.
7. Pursuant to this Agreement or this Schedule or pursuant to a supplementary agreement or purchase order, the Purchaser may have requested the Vendor to construct an additional feature within the Lot/Unit which is in the nature of an optional extra (such as, by way of example only, a fireplace). If, as a result of building, construction or site conditions within the Lot/Unit or Building, the Vendor is not able to construct such extra, then the Vendor may, by written notice to the Purchaser, terminate the Vendor's obligation to construct the extra. In such event, the Vendor shall refund to the Purchaser the monies, if any, paid by the Purchaser to the vendor in respect of such extra, without interest and in all other respects this agreement shall continue in full force and effect.
8. Floor and specific features will depend on the Vendor's package as selected.
9. The Purchaser acknowledges that the exposed texture of the concrete ceiling finish is equivalent to concrete forming industry standards.
10. The Vendor shall have the right to substitute other products and materials for those listed in this Schedule, represented to the Purchaser or provided for in the plans and specifications provided that the substituted products and materials are of a quality equal to or better than the products and materials so listed or so provided. The determination of whether or not substituted materials and products are of equal or better quality shall be made by the Vendor's architect, whose determination shall be final and binding.
11. Colour, grain, texture and appearance, etc. of features and finishes installed in the Lot/Unit may vary from Vendor's samples as a result of normal manufacturing and installation processes. Sizes and specifications subject to change without notice.
12. All suites protected by the Tarion Warranty Corporation.

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SCHEDULE "C"

This Agreement is firm and binding.

The Purchaser covenants to provide evidence of a valid approval for mortgage financing or reasonable evidence demonstrating the purchaser's ability to provide the balance due on closing, to the Vendor within seven (7) days after the acceptance of this Agreement of Purchase and Sale.

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Lot:

Plan:

Purchaser:

SCHEDULE "E"

The Purchase Price shall include the following:

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Lot:

Plan:

Purchaser:

SCHEDULE "N"

Prohibition on the Purchase of Residential Property by Non-Canadians

1. The Purchaser acknowledges the provisions set forth in the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* and the regulations thereto (collectively, the "**N-C Act**"), and the Purchaser hereby covenants, warrants and represents to the Vendor, unless the Purchaser is exempt from the application of the N-C Act (an "**Exempt Person**"), that the Purchaser is not a non-Canadian as defined by the N-C Act (a "**non-Canadian**") nor will the Purchaser be a non-Canadian before the final closing of the transaction contemplated by this Agreement (the "**Closing**"). The Purchaser further covenants, warrants and represents to the Vendor that it is purchasing the subject property as principal for its own account and same is not being purchased by the Purchaser as an agent, trustee or otherwise on behalf of or for another person or entity. In the event the Purchaser (or any assignee of the Agreement by the Purchaser, whether permitted or not by the Agreement) is determined by the Vendor, on or before Closing, to be a non-Canadian and on the date of such determination is not an Exempt Person, same shall constitute a default under this Agreement and the Vendor shall be entitled, at its sole option, to unilaterally declare this Agreement (and the Occupancy Licence (if applicable)) to be terminated and of no further force or effect. All monies paid hereunder (including the deposit monies paid or agreed to be paid by the Purchaser pursuant to this Agreement which sums shall be accelerated on demand of the Vendor), together with any interest earned thereon (whether or not such interest would have been payable or accrue to the benefit of the Purchaser as provided for elsewhere in this Agreement) and monies paid or payable for extras or upgrades or changes ordered by the Purchaser, whether or not installed in the dwelling, shall be forfeited to the Vendor. The Purchaser agrees that the forfeiture of the aforesaid monies shall not be a penalty and it shall not be necessary for the Vendor to prove it suffered any damages in order for the Vendor to be able to retain the aforesaid monies. The Vendor shall in such event still be entitled to claim damages from the Purchaser in addition to any monies forfeited to the Vendor. In addition, the Purchaser shall indemnify and save harmless the Vendor and/or related or associated corporations to the Vendor, their directors, officers, employees and agents, and the legal counsel of the Vendor, and/or authorized agents of the Vendor, and the successors or assigns of each, from and against all loss, penalties, fines, liability, claims, demands, damages, costs (including without limitation all legal costs) and expenses which may be made or brought against any of them, or which they may sustain by reason of the Purchaser being determined to be a non-Canadian who is not an Exempt Person and this indemnity shall survive the Closing. Upon execution of this Agreement, the Purchaser shall provide written evidence and confirmation satisfactory to the Vendor that the Purchaser is not a non-Canadian or is an Exempt Person. In addition, at any time on or prior to Closing but within ten (10) days of written demand from the Vendor, the Purchaser shall provide such written evidence and confirmation, satisfactory to the Vendor (which may include, without limitation, a statutory declaration of the Purchaser), that the Purchaser is not a non-Canadian in accordance with the N-C Act or is an Exempt Person.

2. The Purchaser(s) shall provide the following identification and/or documentation to evidence that they are not a non-Canadian and SHALL PROVIDE NOTICE TO THE VENDOR SHOULD THE PURCHASER BECOME i) a non-Canadian or ii) person who is not an Exempt Person: (Copies of documentation may be kept on file by the Vendor):

   (a) **For Individuals**: (a) Canadian Passport; (b) Canadian Permanent Residency Card; (c) Canadian Birth Certificate[i]; and/or (d) Indian Status Card;

   (b) **For Corporations**: (a) Obtain the ARTICLES of incorporation and FORM 1 for the corporation; (b) If the corporation was created under the Canada Business Corporations Act, obtain the register of individuals with significant control (ISC Register); (c) If the corporation was created under the Ontario Business Corporations Act, obtain the transparency register of individuals with significant control (Transparency Register); (d) If the percent of control as shown on either the ISC Register or Transparency Register, as applicable, equals 100% when added up, obtain appropriate identification for each individual listed in the registers noted in items b. and c., above (as applicable); (e) If the percent of control as shown on either the ISC Register or Transparency Register, as applicable, equals LESS THAN 100% when added up, obtain (A) a statutory declaration regarding control from an officer of the corporation, and (B) appropriate identification for each individual listed in the statutory declaration; and/or (f) To be advised by Vendor if the corporation is created in any other jurisdiction.

   (c) **For Trusts/Partnership**: To be advised by Vendor

Acknowledged at , this day of

VENDOR:

_____
Purchaser

_____
Purchaser

_____
Purchaser

_____
Purchaser

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[i] Please note: a Canadian birth certificate doesn't prove your citizenship if when you were born: (a) none of your parents were a Canadian citizen or permanent resident of Canada and; (b) at least 1 of your parents worked for a foreign government/international organization. We also don't accept DND 419 birth certificates as proof of citizenship.

TARION
PROTECTING ONTARIO'S NEW HOME BUYERS

Freehold Form
(Tentative Closing Date)

Property

Schedule "O"

Statement Of Critical Dates

Delayed Closing Warranty

This statement of Critical Dates forms part of the Addendum to which it is attached, which in turn forms part of the agreement of purchase and sale between the Vendor and the Purchaser relating to the Property. **The Vendor must complete all blanks set out below. Both the Vendor and Purchaser must sign this page.**
NOTE TO HOME BUYERS: Home buyers are encouraged to refer to the Home Construction Regulatory Authority's website www.hcraontario.ca to confirm a vendor's licence status prior to purchase as well as to review advise about buying a new home. ***Please visit Tarion's website: www.tarion.com for important information about all Tarion's warranties including the Delayed Closing Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. The Warranty Information Sheet, which accompanies your purchase agreement and has important information, is strongly recommended as essential reading for all home buyers. The website features a calculator which will assist you in confirming the various Critical Dates related to occupancy of your home.***

VENDOR **PF Whitby North Developments Inc.**
Full Name(s)

PURCHASER _____
Full Names(s)

1. Critical Dates

The **First Tentative Closing Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is:

A **Second Tentative Closing Date** can subsequently be set by the Vendor by giving proper written notice at least 90 days before the First Tentative Closing Date. The Second Tentative Closing Date can be up to 120 days after the First Tentative Closing Date, and so could be as late as:

The Vendor must set a **Firm Closing Date** by giving proper written notice at least 90 days before the Second Tentative Closing Date. The Firm Closing Date can be up to 120 days after the Second Tentative closing Date, and so could be as late as:

If the Vendor cannot close by the Firm Closing Date, then the Purchaser is entitled to delayed closing compensation (see section 7 of the Addendum) and the Vendor must set a Delayed Closing Date.

The Vendor can set a Delayed Closing Date that is up to 365 days after the earlier of the Second Tentative Closing Date and the Firm Closing Date. This **Outside Closing Date** could be as late as:

2. Notice Period for a Closing Delay

Changing a Closing Date requires proper written notice. The Vendor, without the Purchaser's consent, may delay Closing twice by up to 120 days each time by setting a Second Tentative Closing Date and then a Firm Closing Date in accordance with section 1 of the Addendum but no later than the Outside Closing Date.

Notice of a delay beyond the First Tentative Closing Date must be given no later than: (i.e., at least **90 days** before the First Tentative Closing Date), or else the First Tentative Closing Date automatically becomes the Firm Closing Date.

Notice of a second delay in Closing must be given no later than:
(i.e., at least **90 days** before the Second Tentative Closing Date), or else the Second Tentative Closing Date becomes the Firm Closing Date.

3. Purchaser's Termination Period

If the purchase of the home is not completed by the Outside Closing Date, then the Purchase can terminate the transaction during a period of **30 days** thereafter (the **"Purchaser's Termination Period"**), which period, unless extended by mutual agreement, will end on:

If the Purchaser terminates the transaction during the Purchaser's Termination Period, then the Purchaser is entitled to delayed closing compensation and to a full refund of all monies paid plus interest (*see sections 7, 10 and 11 of the Addendum*).

Note: Any time a Critical Date is set or changed as permitted in the Addendum, other Critical Dates may change as well. At any given time the parties must refer to: the most recent revised Statement of Critical Dates; or agreement or written notice that sets a Critical Date, and calculate revised Critical Dates using the formulas contained in the Addendum. Critical Dates can also change if there are unavoidable delays (see section 5 of the Addendum).

Acknowledged this _____day of _____.

VENDOR: PURCHASER

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TARION
PROTECTING ONTARIO'S NEW HOME BUYERS

Freehold Form
(Tentative Closing Date)

Addendum to Agreement of Purchase and Sale

Delayed Closing Warranty

This addendum, including the accompanying Statement of Critical Dates (the "**Addendum"**), forms part of the agreement of purchase and sale (the "**Purchase Agreement**") between the Vendor and the Purchaser relating to the Property. This Addendum is to be used for a transaction where the home purchase is in substance a purchase of freehold land and residential dwelling. This Addendum contains important provisions that are part of the delayed closing warranty provided by the Vendor in accordance with the *Ontario New Home Warranties Plan Act* (the "ONHWP Act"). If there are any differences between the provisions in the Addendum and the Purchase Agreement, then the Addendum provisions shall prevail. **PRIOR TO SIGNING THE PURCHASE AGREEMENT OR ANY AMENDMENT TO IT, THE PURCHASER SHOULD SEEK ADVICE FROM A LAWYER WITH REPSECT TO THE PURCHASE AGREEMENT OR AMENDING AGREEMENT, THE ADDENDUM AND THE DELAYED CLOSING WARRANTY.**

Tarion recommends that Purchasers register on Tarion's **MyHome** on-line portal and visit Tarion's website – **tarion.com**, to better understand their rights and obligations under the statutory warranties.

The Vendor shall complete all blanks set out below.

VENDOR

PF Whitby North Developments Inc.			
Full Name(s)			
B62175	1 Herons Hill Way		
HCRA Licence Number	Address		
(416) 756-1972	Toronto	ON	M2J 0G2
Phone	City	Province	Postal Code
(416) 756-1973			
Fax	Email*		

PURCHASER

Full Name(s)			
Address			
Phone	City	Province	Postal Code
Fax	Email*		

PROPERTY DESCRIPTION

Municipal Address			
City		Province	Postal Code
Short Legal Description			

Number of Homes in the Freehold Project **112** (if applicable – see Schedule A)

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

(a) The Property is within a plan of subdivision or a proposed plan of subdivision. ☒ Yes ☐ No
If yes, the plan of subdivision is registered. ☒ Yes ☐ No
If the plan of subdivision is not registered, approval of the draft plan of subdivision has been given. ☐ Yes ☐ No

(b) The Vendor has received confirmation from the relevant government authorities that there is sufficient:
(i) water capacity and (ii) sewage capacity to service the Property. ☒ Yes ☐ No
If yes, the nature of the confirmation is as follows:

If the availability of water and sewage capacity is uncertain, the issues to be resolved are as follows:

(c) A building permit has been issued for the Property. ☐ Yes ☒ No

(d) Commencement of Construction: ☐ has occurred; or ☒ is expected to occur by the **1st** day of **March 2027.**
The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.
NOTE: Since important notices will be sent to this address, it is essential that you ensure that a reliable email address is provided a your computer settings permit receipt of notices from the other party.

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SETTING AND CHANGING CRITICAL DATES

1. Setting Tentative Closing Dates and the Firm Closing Date

(a) **Completing Construction Without Delay**: The Vendor shall take all reasonable steps to complete construction of the home on the Property and to Close without delay.
(b) **First Tentative Closing Date**: The Vendor shall identify the First Tentative Closing Date in the Statement of Critical Dates attached to the Addendum at the time the Purchase Agreement is signed.
(c) **Second Tentative Closing Date**: The Vendor may choose to set a Second Tentative Closing Date that is no later than 120 days after the First Tentative Closing Date. The Vendor shall give written notice of the Second Tentative Closing Date to the Purchaser at least 90 days before the First Tentative Closing Date, or else the First Tentative Closing Date shall for all purposes be the Firm Closing Date.
(d) **Firm Closing Date:** The Vendor shall set a Firm Closing Date, which can be no later than 120 days after the Second Tentative Closing Date or, if a Second Tentative Closing Date is not set, no later than 120 days after the First Tentative Closing Date. If the Vendor elects not to set a Second Tentative Closing Date, the Vendor shall give written notice of the Firm Closing Date to the Purchaser at least 90 days before the First Tentative Closing Date, or else the First Tentative Closing Date shall for all purposes be the Firm Closing Date. If the Vendor elects to set a Second Tentative Closing Date, the Vendor shall give written notice of the Firm Closing Date to the Purchaser at least 90 days before the Second Tentative Closing Date, or else the Second Tentative Closing Date shall for all purposes be the Firm Closing Date.
(e) **Notice:** Any notice given by the Vendor under paragraphs (c) and (d) above, must set out the stipulated Critical Date, as applicable.

2. Changing the Firm Closing Date – Three Ways

(a) The Firm Closing Date, once set or deemed to be set in accordance with section 1, can be changed only:
  (i) by the Vendor setting a Delayed Closing Date in accordance with section 3;
  (ii) by the mutual written agreement of the Vendor and Purchaser in accordance with section 4; or
  (iii) as the result of an Unavoidable Delay of which proper written notice is given in accordance with section 5.
(b) If a new Firm Closing Date is set in accordance with section 4 or 5, then the new date is the "Firm Closing Date" for all purposes in this Addendum.

3. Changing the Firm Closing Date – By Setting a Delayed Closing Date

(a) If the Vendor cannot Close on the Firm Closing Date and sections 4 and 5 do not apply, the Vendor shall select and give written notice to the Purchaser of a Delayed Closing Date in accordance with this section, and delayed closing compensation is payable in accordance with section 7.
(b) The Delayed Closing Date may be any Business Day after the date the Purchaser receives written notice of the Delayed Closing Date but not later than the Outside Closing Date.
(c) The Vendor shall give written notice to the Purchaser of the Delayed Closing Date as soon as the Vendor knows that it will be unable to Close on the Firm Closing Date, and in any event at least 10 days before the Firm Closing Date, failing which delayed closing compensation is payable from the date that is 10 days before the Firm Closing Date, in accordance with paragraph 7(c). If notice of a new Delayed Closing Date is not given by the Vendor before the Firm Closing Date, then the new Delayed Closing Date shall be deemed to be the date which is 90 days after the Firm Closing Date.
(d) After the Delayed Closing Date is set, if the Vendor cannot Close on the Delayed Closing Date, the Vendor shall select and give written notice to the Purchaser of a new Delayed Closing Date, unless the delay arises due to Unavoidable Delay under section 5 or is mutually agreed upon under section 4, in which case the requirements of those sections must be met. Paragraphs (b) and (c) above apply with respect to the setting of the new Delayed Closing Date.
(e) Nothing in this section affects the right of the Purchaser or Vendor to terminate the Purchase Agreement on the bases set out in section 10.

4. Changing Critical Dates – By Mutual Agreement

(a) This Addendum sets out a framework for setting, extending and/or accelerating Critical dates, which cannot be altered contractually except as set out in this section 4. Any amendment not in accordance with this section is voidable at the option of the Purchaser.
(b) The Vendor and Purchaser may at any time, after signing the Purchase Agreement, mutually agree in writing to accelerate or extend any of the Critical Dates. Any amendment which accelerates or extends any of the Critical Dates must include the following provisions:

  (i) the Purchaser and Vendor agree that the amendment is entirely voluntary – the Purchaser has no obligation to sign the amendment and each understands that this purchase transaction will still be valid if the Purchaser does not sign this amendment;
  (ii) the amendment includes a revised Statement of Critical Dates which replaces the previous Statement of Critical Dates;
  (iii) the Purchaser acknowledges that the amendment may affect delayed closing compensation payable; and

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(iv) if the change involves extending either the Firm Closing Date or the Delayed Closing Date, then the amending agreement shall:

i. disclose to the Purchaser that the signing of the amendment may result in the loss of delayed closing compensation as described in section 7;
ii. unless there is an express waiver of compensation, describe in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation; and
iii. contain a statement by the Purchaser that the Purchaser waives compensation or accepts the compensation referred to in clause ii above, in either case, in full satisfaction of any delayed closing compensation payable by the Vendor for the period up to the new Firm Closing Date or Delayed Closing Date.

If the Purchaser for his or her own purposes requests a change of the Firm Closing Date or the Delayed Closing Date, then subparagraphs (b)(i), (iii) and (iv) above shall not apply.

(c) A Vendor is permitted to include a provision in the Purchase Agreement allowing the Vendor a one-time unilateral right to extend a Firm Closing Date or Delayed Closing Date, as the case may be, for one (1) Business Day to avoid the necessity of tender where a Purchaser is not ready to complete the transaction on the Firm Closing Date or Delayed Closing Date, as the case may be. Delayed closing compensation will not be payable for such period and the Vendor may not impose any penalty or interest charge upon the Purchaser with respect to such extension.

(d) The Vendor and Purchaser may agree in the Purchase Agreement to any unilateral extension or acceleration rights that are for the benefit of the Purchaser.

5. Extending Dates – Due to Unavoidable Delay

(a) If Unavoidable Delay occurs, the Vendor may extend Critical Dates by no more than the length of the Unavoidable Delay Period, without the approval of the Purchaser and without the requirement to pay delayed closing compensation in connection with the Unavoidable Delay, provided the requirements of this section are met.

(b) If the Vendor wishes to extend Critical Dates on account of Unavoidable Delay, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, and an estimate of the duration of the delay. Once the Vendor knows or ought reasonably to know that an Unavoidable Delay has commenced, the Vendor shall provide written notice to the Purchaser by the earlier of: 20 days thereafter; and the next Critical Date.

(c) As soon as reasonably possible, and no later than 20 days after the Vendor knows or ought reasonably to know that an Unavoidable Delay has concluded, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, identifying the date of its conclusion, and setting new Critical Dates. The new Critical Dates are calculated by adding to the then next Critical Date the number of days of the Unavoidable Delay Period (the other Critical Dates changing accordingly), provided that the Firm Closing Date or Delayed Closing Date, as the case may be, must be at least 10 days after the day of giving notice unless the parties agree otherwise. Either the Vendor or the Purchaser may request in writing an earlier Firm Closing Date or Delayed Closing Date, and the other party's consent to the earlier date shall not be unreasonably withheld.

(d) If the Vendor fails to give written notice of the conclusion of the Unavoidable Delay in the manner required by paragraph (c) above, then the notice is ineffective, the existing Critical Dates are unchanged, and any delayed closing compensation payable under section 7 is payable from the existing Firm Closing Date.

(e) Any notice setting new Critical Dates given by the Vendor under this section shall include an updated revised Statement of Critical Dates.

EARLY TERMINATION CONDITIONS

6. Early Termination Conditions

(a) The Vendor and Purchaser may include conditions in the Purchase Agreement that, if not satisfied, give rise to early termination of the Purchase Agreement, but only in the limited way described in this section.

(b) The Vendor is not permitted to include any conditions in the Purchase Agreement other than: the types of Early Termination Conditions listed in Schedule A; and/or the conditions referred to in paragraphs (j), (k) and (l) below. Any other condition included in a Purchase Agreement for the benefit of the Vendor that is not expressly permitted under Schedule A or paragraphs (j), (k) and (l) below is deemed null and void and is not enforceable by the Vendor, but does not affect the validity of the balance of the Purchase Agreement.

(c) The Vendor confirms that this Purchase Agreement is subject to Early Termination Conditions that, if not satisfied (or waived, if applicable), may result in the termination of the Purchase Agreement. ○ Yes ⊖ **No**

(d) If the answer in (c) above is "Yes", then the Early Termination Conditions are as follows. The obligation of each of the Purchaser and Vendor to complete this purchase and sale transaction is subject to satisfaction (or waiver, if applicable) of the following conditions and any such conditions set out in an appendix headed "Early Termination Conditions":

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Condition #1 (if applicable)
Description of the Early Termination Condition:

The Approving Authority (as that term is defined in Schedule A) is: _____

The date by which Condition #1 is to be satisfied is the_____day of_____, 20_____.

Condition #2 (if applicable)
Description of the Early Termination Condition:

The Approving Authority (as that term is defined in Schedule A) is: _____ The date by

which Condition #2 is to be satisfied is the_____day of_____, 20_____.

The date for satisfaction of any Early Termination Condition may be changed by mutual agreement provided in all cases it is set at least 90 days before the First Tentative Closing Date, and will be deemed to be 90 days before the First Tentative Closing Date if no date is specified or if the date specified is later than 90 days before the First Tentative Closing Date. This time limitation does not apply to the condition in subparagraph 1(b)(iv) of Schedule A which must be satisfied or waived by the Vendor within 60 days following the later of: (A) the signing of the Purchase Agreement; and (B) the satisfaction or waiver by the Purchaser of a Purchaser financing condition permitted under paragraph (l) below.

Note: The parties must add additional pages as an appendix to this Addendum if there are additional Early Termination Conditions.

(e) There are no Early Termination Conditions applicable to this Purchase Agreement other than those identified in subparagraph (d) above and any appendix listing additional Early Termination Conditions.
(f) The Vendor agrees to take all commercially reasonable steps within its power to satisfy the Early Termination Conditions identified in subparagraph (d) above.
(g) For conditions under paragraph 1(a) of Schedule A the following applies:

(i) conditions in paragraph 1(a) of Schedule A may not be waived by either party;
(ii) the Vendor shall provide written notice not later than five (5) Business Days after the date specified for satisfaction of a condition that: (A) the condition has been satisfied; or (B) the condition has not been satisfied (together with reasonable details and backup materials) and that as a result the Purchase Agreement is terminated; and
(iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed not satisfied and the Purchase Agreement is terminated.

(h) For conditions under paragraph 1(b) of Schedule A the following applies:

(i) conditions in paragraph 1(b) of Schedule A may be waived by the Vendor;
(ii) the Vendor shall provide written notice on or before the date specified for satisfaction of the condition that: (A) the condition has been satisfied or waived; or (B) the condition has not been satisfied nor waived, and that as a result the Purchase Agreement is terminated; and
(iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed satisfied or waived and the Purchase Agreement will continue to be binding on both parties.

(i) If a Purchase Agreement or proposed Purchase Agreement contains Early Termination Conditions, the Purchaser has three (3) Business Days after the day of receipt of a true and complete copy of the Purchase Agreement or proposed Purchase Agreement to review the nature of the conditions (preferably with legal counsel). If the Purchaser is not satisfied, in the Purchaser's sole discretion, with the Early Termination Conditions, the Purchaser may revoke the Purchaser's offer as set out in the proposed Purchase Agreement, or terminate the Purchase Agreement, as the case may be, by giving written notice to the Vendor within those three Business Days.
(j) The Purchase Agreement may be conditional until Closing (transfer to the Purchaser of title to the home), upon compliance with the subdivision control provisions (section 50) of the *Planning Act*, which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.
(k) The Purchaser is cautioned that there may be other conditions in the Purchase Agreement that allow the Vendor to terminate the Purchase Agreement due to the fault of the Purchaser.
(l) The Purchase Agreement may include any condition that is for the sole benefit of the Purchaser and that is agreed to by the Vendor (e.g., the sale of an existing dwelling, Purchaser financing or a basement walkout). The Purchase Agreement may specify that the Purchaser has a right to terminate the Purchase Agreement if any such condition is not met, and may set out the terms on which termination by the Purchaser may be effected.

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MAKING A COMPENSATION CLAIM

7. Delayed Closing Compensation

(a) The Vendor warrants to the Purchaser that, if Closing is delayed beyond the Firm Closing Date (other than by mutual agreement or as a result of Unavoidable Delay as permitted under sections 4 and 5), then the Vendor shall compensate the Purchaser up to a total amount of $7,500, which amount includes: (i) payment to the Purchaser of a set amount of $150 a day for living expenses for each day of delay until the date of Closing; or the date of termination of the Purchase Agreement, as applicable under paragraph (b) below; and (ii) any other expenses (supported by receipts) incurred by the Purchaser due to the delay.

(b) Delayed closing compensation is payable only if: (i) Closing occurs; or (ii) the Purchase Agreement is terminated or deemed to have been terminated under paragraph 10(b) of this Addendum. Delayed closing compensation is payable only if the Purchaser's claim is made to Tarion in writing within one (1) year after Closing, or after termination of the Purchase Agreement, as the case may be, and otherwise in accordance with this Addendum. Compensation claims are subject to any further conditions set out in the ONHWP Act.

(c) If the Vendor gives written notice of a Delayed Closing Date to the Purchaser less than 10 days before the Firm Closing Date, contrary to the requirements of paragraph 3(c), then delayed closing compensation is payable from the date that is 10 days before the Firm Closing Date.

(d) Living expenses are direct living costs such as for accommodation and meals. Receipts are not required in support of a claim for living expenses, as a set daily amount of $150 per day is payable. The Purchaser must provide receipts in support of any claim for other delayed closing compensation, such as for moving and storage costs. Submission of false receipts disentitles the Purchaser to any delayed closing compensation in connection with a claim.

(e) If delayed closing compensation is payable, the Purchaser may make a claim to the Vendor for that compensation after Closing or after termination of the Purchase Agreement, as the case may be, and shall include all receipts (apart from living expenses) which evidence any part of the Purchaser's claim. The Vendor shall assess the Purchaser's claim by determining the amount of delayed closing compensation payable based on the rules set out in section 7 and the receipts provided by the Purchaser, and the Vendor shall promptly provide that assessment information to the Purchaser. The Purchaser and the Vendor shall use reasonable efforts to settle the claim and when the claim is settled, the Vendor shall prepare an acknowledgement signed by both parties which:

  (i) includes the Vendor's assessment of the delayed closing compensation payable;
  (ii) describes in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation (the "Compensation"), if any; and
  (iii) contains a statement by the Purchaser that the Purchaser accepts the Compensation in full satisfaction of any delay compensation payable by the Vendor.

(f) If the Vendor and Purchaser cannot agree as contemplated in paragraph 7(e), then to make a claim to Tarion the Purchaser must file a claim with Tarion in writing within one (1) year after Closing. A claim may also be made and the same rules apply if the sale transaction is terminated under paragraph 10(b), in which case, the deadline for a claim is one (1) year after termination.

8. Adjustments to Purchase Price

Only the items set out in Schedule B (or an amendment to Schedule B), shall be the subject of adjustment or change to the purchase price or the balance due on Closing. The Vendor agrees that it shall not charge as an adjustment or readjustment to the purchase price of the home, any reimbursement for a sum paid or payable by the Vendor to a third party unless the sum is ultimately paid to the third party either before or after Closing. If the Vendor charges an amount in contravention of the preceding sentence, the Vendor shall forthwith readjust with the Purchaser. This section shall not: restrict or prohibit payments for items disclosed in Part I of Schedule B which have a fixed fee; nor shall it restrict or prohibit the parties from agreeing on how to allocate as between them, any rebates, refunds or incentives provided by the federal government, a provincial or municipal government or an agency of any such government, before or after Closing.

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9. Ontario Building Code – Conditions of Closing

(a) On or before Closing, the Vendor shall deliver to the Purchaser:
  (i) an Occupancy Permit (as defined in paragraph (d)) for the home; or
  (ii) if an Occupancy Permit is not required under the Building Code, a signed written confirmation by the Vendor that all conditions of occupancy under the Building Code have been fulfilled and occupancy is permitted under the Building Code.

(b) Notwithstanding the requirements of paragraph (a), to the extent that the Purchaser and the Vendor agree that the Purchaser shall be responsible for one or more prerequisites to obtaining permission for occupancy under the Building Code, (the "Purchaser Occupancy Obligations"):

(i) the Purchaser shall not be entitled to delayed closing compensation if the reason for the delay is that the Purchaser Occupancy Obligations have not been completed;
(ii) the Vendor shall deliver to the Purchaser, upon fulfilling all prerequisites to obtaining permission for occupancy under the Building Code (other than the Purchaser Occupancy Obligations), a signed written confirmation that the Vendor has fulfilled such prerequisites; and
(iii) if the Purchaser and Vendor have agreed that such prerequisites (other than the Purchaser Occupancy Obligations) are to be fulfilled prior to Closing, then the Vendor shall provide the signed written confirmation required by subparagraph (ii) on or before the date of Closing.

(c) If the Vendor cannot satisfy the requirements of paragraph (a) or subparagraph (b)(ii), the Vendor shall set a Delayed Closing Date (or new Delayed Closing Date) on a date that the Vendor reasonably expects to have satisfied the requirements of paragraph (a) or subparagraph (b)(ii), as the case may be. In setting the Delayed Closing Date (or new Delayed Closing Date), the Vendor shall comply with the requirements of section 3, and delayed closing compensation shall be payable in accordance with section 7. Despite the foregoing, delayed closing compensation shall not be payable for a delay under this paragraph (c) if the inability to satisfy the requirements of subparagraph (b)(ii) above is because the Purchaser has failed to satisfy the Purchaser Occupancy Obligations.

(d) For the purposes of this section, an "Occupancy Permit" means any written or electronic document, however styled, whether final, provisional or temporary, provided by the chief building official (as defined in the *Building Code Act*) or a person designated by the chief building official, that evidences that permission to occupy the home under the Building Code has been granted.

10. Termination of the Purchase Agreement

(a) The Vendor and the Purchaser may terminate the Purchase Agreement by mutual written agreement. Such written mutual agreement may specify how monies paid by the Purchaser, including deposit(s) and monies for upgrades and extras are to be allocated if not repaid in full.
(b) If for any reason (other than breach of contract by the Purchaser) Closing has not occurred by the Outside Closing Date, then the Purchaser has 30 days to terminate the Purchase Agreement by written notice to the Vendor. If the Purchaser does not provide written notice of termination within such 30-day period then the Purchase Agreement shall continue to be binding on both parties and the Delayed Closing Date shall be the date set under paragraph 3(c), regardless of whether such date is beyond the Outside Closing Date.
(c) If: calendar dates for the applicable Critical Dates are not inserted in the Statement of Critical Dates; or if any date for Closing is expressed in the Purchase Agreement or in any other document to be subject to change depending upon the happening of an event (other than as permitted in this Addendum), then the Purchaser may terminate the Purchase Agreement by written notice to the Vendor.
(d) The Purchase Agreement may be terminated in accordance with the provisions of section 6.
(e) Nothing in this Addendum derogates from any right of termination that either the Purchaser or the Vendor may have at law or in equity on the basis of, for example, frustration of contract or fundamental breach of contract.
(f) Except as permitted in this section, the Purchase Agreement may not be terminated by reason of the Vendor's delay in Closing alone.

11. Refund of Monies Paid on Termination

(a) If the Purchase Agreement is terminated (other than as a result of breach of contract by the Purchaser), then unless there is agreement to the contrary under paragraph 10(a), the Vendor shall refund all monies paid by the Purchaser including deposit(s) and monies for upgrades and extras, within 10 days of such termination, with interest from the date each amount was paid to the Vendor to the date of refund to the Purchaser. The Purchaser cannot be compelled by the Vendor to execute a release of the Vendor as a prerequisite to obtaining the refund of monies payable as a result of termination of the Purchase Agreement under this paragraph, although the Purchaser may be required to sign a written acknowledgement confirming the amount of monies refunded and termination of the purchase transaction. Nothing in this Addendum prevents the Vendor and Purchaser from entering into such other termination agreement and/or release as may be agreed to by the parties.
(b) The rate of interest payable on the Purchaser's monies is 2% less than the minimum rate at which the Bank of Canada makes short-term advances to members of Canada Payments Association, as of the date of termination of the Purchase Agreement.
(c) Notwithstanding paragraphs (a) and (b) above, if either party initiates legal proceedings to contest termination of the Purchase Agreement or the refund of monies paid by the Purchaser, and obtains a legal determination, such amounts and interest shall be payable as determined in those proceedings.

12. Definitions

"Business Day" means any day other than: Saturday; Sunday; New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any special holiday proclaimed by the Governor General or the Lieutenant Governor; and where New Year's Day, Canada Day or Remembrance Day falls on a Saturday or Sunday, the following Monday is not a Business Day, and where Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday are not Business Days; and where Christmas Day falls on a Friday, the following Monday is not a Business Day.
"Closing" means the completion of the sale of the home including transfer of title to the home to the Purchaser, and **"Close"** has a corresponding meaning.
"Commencement of Construction" means the commencement of construction of foundation components or elements (such as footings, rafts or piles) for the home.

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"Critical Dates" means the First Tentative Closing Date, the Second Tentative Closing Date, the Firm Closing Date, the Delayed Closing Date, the Outside Closing Date and the last day of the Purchaser's Termination Period.
"Delayed Closing Date" means the date, set in accordance with section 3, on which the Vendor agrees to Close, in the event the Vendor cannot Close on the Firm Closing Date.
"Early Termination Conditions" means the types of conditions listed in Schedule A.
"Firm Closing Date" means the firm date on which the Vendor agrees to Close as set in accordance with this Addendum.
"First Tentative Closing Date" means the date on which the Vendor, at the time of signing the Purchase Agreement, anticipates that it will be able to close, as set out in the Statement of Critical Dates.
"Outside Closing Date" means the date which is 365 days after the earlier of the Firm Closing Date; or Second Tentative Closing Date; or such other date as may be mutually agreed upon in accordance with section 4.
"Property" or "home" means the home including lands being acquired by the Purchaser from the Vendor.
"Purchaser's Termination Period" means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 10(b).
"Second Tentative Closing Date" has the meaning given to it in paragraph 1(c).
"Statement of Critical Dates" means the Statement of Critical Dates attached to and forming part of this Addendum (in form to be determined by Tarion from time to time), and, if applicable, as amended in accordance with this Addendum.
"The ONHWP Act" means the *Ontario New Home Warranties Plan Act* including regulations, as amended from time to time.
"Unavoidable Delay" means an event which delays Closing which is a strike, fire, explosion, flood, act of God, civil insurrection, act of war, act of terrorism or pandemic, plus any period of delay directly caused by the event, which are beyond the reasonable control of the Vendor and are not caused or contributed to by the fault of the Vendor.
"Unavoidable Delay Period" means the number of days between the Purchaser's receipt of written notice of the commencement of the Unavoidable Delay, as required by paragraph 5(b), and the date on which the Unavoidable Delay concludes.

13. Addendum Prevails

The Addendum forms part of the Purchase Agreement. The Vendor and Purchaser agree that they shall not include any provision in the Purchase Agreement or any amendment to the Purchase Agreement or any other document (or indirectly do so through replacement of the Purchase Agreement) that derogates from, conflicts with or is inconsistent with the provisions of this Addendum, except where this Addendum expressly permits the parties to agree or consent to an alternative arrangement. The provisions of this Addendum prevail over any such provision.

14. Time Periods, and How Notice Must Be Sent

(a) Any written notice required under this Addendum may be given personally or sent by email, fax, courier or registered mail to the Purchaser or the Vendor at the address/contact numbers identified on page 2 or replacement address/contact numbers as provided in paragraph (c) below. Notices may also be sent to the solicitor for each party if necessary contact information is provided, but notices in all events must be sent to the Purchaser and Vendor, as applicable. If email addresses are set out on page 2 of this Addendum, then the parties agree that notices may be sent by email to such addresses, subject to paragraph (c) below.
(b) Written notice given by one of the means identified in paragraph (a) is deemed to be given and received: on the date of delivery or transmission, if given personally or sent by email or fax (or the next Business Day if the date of delivery or transmission is not a Business Day); on the second Business Day following the date of sending by courier; or on the fifth Business Day following the date of sending, if sent by registered mail. If a postal stoppage or interruption occurs, notices shall not be sent by registered mail, and any notice sent by registered mail within 5 Business Days prior to the commencement of the postal stoppage or interruption must be re-sent by another means in order to be effective. For purposes of this section 14, Business Day includes Remembrance Day, if it falls on a day other than Saturday or Sunday, and Easter Monday.
(c) If either party wishes to receive written notice under this Addendum at an address/contact number other than those identified on page 2 of this Addendum, then the party shall send written notice of the change of address, fax number, or email address to the other party in accordance with paragraph (b) above.
(d) Time periods within which or following which any act is to be done shall be calculated by excluding the day of delivery or transmission and including the day on which the period ends.
(e) Time periods shall be calculated using calendar days including Business Days but subject to paragraphs (f), (g) and (h) below.
(f) Where the time for making a claim under this Addendum expires on a day that is not a Business Day, the claim may be made on the next Business Day.
(g) Prior notice periods that begin on a day that is not a Business Day shall begin on the next earlier Business Day, except that notices may be sent and/or received on Remembrance Day, if it falls on a day other than Saturday or Sunday, or Easter Monday.
(h) Every Critical Date must occur on a Business Day. If the Vendor sets a Critical Date that occurs on a date other than a Business Day, the Critical Date is deemed to be the next Business Day.
(i) Words in the singular include the plural and words in the plural include the singular.
(j) Gender-specific terms include both sexes and include corporations.

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15. Disputes Regarding Termination

(a) The Vendor and Purchaser agree that disputes arising between them relating to termination of the Purchase Agreement under section 11 shall be submitted to arbitration in accordance with the *Arbitration Act, 1991* (Ontario) and subsection 17(4) of the ONHWP Act.
(b) The parties agree that the arbitrator shall have the power and discretion on motion by the Vendor or Purchaser or any other interested party, or of the arbitrator's own motion, to consolidate multiple arbitration proceedings on the basis that they raise one or more common issues of fact or law that can more efficiently be addressed in a single proceeding. The arbitrator has the power and discretion to prescribe whatever procedures are useful or necessary to adjudicate the common issues in the consolidated proceedings in the most just and expeditious manner possible. The *Arbitration Act, 1991* (Ontario) applies to any consolidation of multiple arbitration proceedings.
(c) The Vendor shall pay the costs of the arbitration proceedings and the Purchaser's reasonable legal expenses in connection with the proceedings unless the arbitrator for just cause orders otherwise.
(d) The parties agree to cooperate so that the arbitration proceedings are conducted as expeditiously as possible, and agree that the arbitrator may impose such time limits or other procedural requirements, consistent with the requirements of the *Arbitration Act, 1991* (Ontario), as may be required to complete the proceedings as quickly as reasonably possible.
(e) The arbitrator may grant any form of relief permitted by the *Arbitration Act, 1991* (Ontario), whether or not the arbitrator concludes that the Purchase Agreement may properly be terminated.

For more information please visit www.tarion.com

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SCHEDULE A

Types of Permitted Early Termination Conditions

1. The Vendor of a home is permitted to make the Purchase Agreement conditional as follows:

(a) upon receipt of Approval from an Approving Authority for:
- (i) a change to the official plan, other governmental development plan or zoning by-law (including a minor variance);
- (ii) a consent to creation of a lot(s) or part-lot(s);
- (iii) a certificate of water potability or other measure relating to domestic water supply to the home;
- (iv) a certificate of approval of septic system or other measure relating to waste disposal from the home;
- (v) completion of hard services for the property or surrounding area (i.e., roads, rail crossings, water lines, sewage lines, other utilities);
- (vi) allocation of domestic water or storm or sanitary sewage capacity;
- (vii) easements or similar rights serving the property or surrounding area;
- (viii) site plan agreements, density agreements, shared facilities agreements or other development agreements with Approving Authorities or nearby landowners, and/or any development Approvals required from an Approving Authority; and/or
- (ix) site plans, plans, elevations and/or specifications under architectural controls imposed by an Approving Authority.

The above-noted conditions are for the benefit of both the Vendor and the Purchaser and cannot be waived by either party.

(b) upon:
- (i) subject to paragraph 1(c), receipt by the Vendor of confirmation that sales of homes in the Freehold Project have exceeded a specified threshold by a specified date;
- (ii) subject to paragraph 1(c), receipt by the Vendor of confirmation that financing for the Freehold Project on terms satisfactory to the Vendor has been arranged by a specified date;
- (iii) receipt of Approval from an Approving Authority for a basement walkout; and/or
- (iv) confirmation by the Vendor that it is satisfied the Purchaser has the financial resources to complete the transaction.

The above-noted conditions are for the benefit of the Vendor and may be waived by the Vendor in its sole discretion.

(c) the following requirements apply with respect to the conditions set out in subparagraph 1(b)(i) or 1(b)(ii):
- (i) the 3 Business Day period in section 6(i) of the Addendum shall be extended to 10 calendar days for a Purchase Agreement which contains a condition set out in subparagraphs 1(b)(i) and/or 1(b)(ii);
- (ii) the Vendor shall complete the Property Description on page 2 of this Addendum;
- (iii) the date for satisfaction of the condition cannot be later than 9 months following signing of the purchase Agreement; and
- (iv) until the condition is satisfied or waived, all monies paid by the Purchaser to the Vendor, including deposit(s) and monies for upgrades and extras: (A) shall be held in trust by the Vendor's lawyer pursuant to a deposit trust agreement (executed in advance in the form specified by Tarion Warranty Corporation, which form is available for inspection at the offices of Tarion Warranty Corporation during normal business hours), or secured by other security acceptable to Tarion and arranged in writing with Tarion, or (B) failing compliance with the requirement set out in clause (A) above, shall be deemed to be held in trust by the Vendor for the Purchaser on the same terms as are set out in the form of deposit trust agreement described in clause (A) above.

2. The following definitions apply in this Schedule:

"Approval" means an approval, consent or permission (in final form not subject to appeal) from an Approving Authority and may include completion of necessary agreements (i.e., site plan agreement) to allow lawful access to and use and Closing of the property for its intended residential purpose.
"Approving Authority" means a government (federal, provincial or municipal), governmental agency, Crown corporation, or quasi-governmental authority (a privately operated organization exercising authority delegated by legislation or a government).
"Freehold Project" means the construction or proposed construction of three or more freehold homes (including the Purchaser's home) by the same Vendor in a single location, either at the same time or consecutively, as a single coordinated undertaking.

3. Each condition must:

(a) be set out separately;
(b) be reasonably specific as to the type of Approval which is needed for the transaction; and
(c) identify the Approving Authority by reference to the level of government and/or the identity of the governmental agency, Crown corporation or quasi-governmental authority.

4. For greater certainty, the Vendor is not permitted to make the Purchase Agreement conditional upon:

(a) receipt of a building permit;
(b) receipt of an Closing permit; and/or
(c) completion of the home.

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SCHEDULE O-B

Adjustments to Purchase Price or Balance Due on Closing

PART 1 Stipulated Amounts/Adjustments

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing, the dollar value of which is stipulated in the Purchase Agreement and set out below.

As set out in Schedule "A" of the Purchase Agreement:

Section 2.2.5 (b)	Internet Delivery of Documentation and LawyerDoneDeal Web Usage Fee	**$190.00**
Section 2.8	NSF Fee, if applicable - $500.00 X	**$**
Section 8.1	Fee for each Partial Discharge - $150.00 X	**$**

(All above plus HST)

PART II All Other Adjustments – to be determined in accordance with the terms of the Purchase Agreement

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing which will be determined after signing the Purchase Agreement, all in accordance with the terms of the Purchase Agreement.

As set out in Schedule "A" of the Purchase Agreement:

Section 2.1 Realty Taxes

Section 2.3 Tarion Homeowner Warranty Fee Plus HST. The Tarion Fee will be determined as of the Closing Date pursuant to legislation. The Current Tarion Rates effective September 1, 2025 are as follows:

Estimated Sales Price* Range	Tarion Enrolment Fee	13% HST	Total Per Home Amount to be submitted to Tarion
Up to - $300,000.00	$585.00	$76.05	$661.05
$300,000.01 - $350,000.00	$655.00	$85.15	$740.15
$350,000.01 - $400,000.00	$725.00	$94.25	$819.25
$400,000.01 - $450,000.00	$815.00	$105.95	$920.95
$450,000.01 - $500,000.00	$890.00	$115.70	$1,005.70
$500,000.01 - $550,000.00	$970.00	$126.10	$1,096.10
$550,000.01 - $600,000.00	$1,075.00	$139.75	$1,214.75
$600,000.01 - $650,000.00	$1,515.00	$196.95	$1,711.95
$650,000.01 - $700,000.00	$1,610.00	$209.30	$1,819.30
$700,000.01 - $750,000.00	$1,670.00	$217.10	$1,887.10
$750,000.01 - $800,000.00	$1,740.00	$226.20	$1,966.20
$800,000.01 - $850,000.00	$1,805.00	$234.65	$2,039.65
$850,000.01 - $900,000.00	$1,940.00	$252.20	$2,192.20
$900,000.01 - $950,000.00	$2,010.00	$261.30	$2,271.30
$950,000.01 - $1,000,000.00	$2,075.00	$269.75	$2,344.75
$1,000,000.01 - $1,250,000.00	$2,245.00	$291.85	$2,536.85
$1,250,000.01 - $1,500,000.00	$2,315.00	$300.95	$2,615.95
$1,500,000.01 - $1,750,000.00	$2,495.00	$324.35	$2,819.35
$1,750,000.01 - $2,000,000.00	$2,870.00	$373.10	$3,243.10
$2,000,000.01 - $2,250,000.00	$3,245.00	$421.85	$3,666.85
$2,250,000.01 - $2,500,000.00	$3,620.00	$470.60	$4,090.60
$2,500,000.01 - $3,000,000.00	$4,180.00	$543.40	$4,723.40
$3,000,000.01 - $3,500,000.00	$4,930.00	$640.90	$5,570.90
$3,500,000.01 - $4,000,000.00	$5,680.00	$738.40	$6,418.40
$4,000,000.01 - or more	$6,055.00	$787.15	$6,842.15

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Section 2.3 Home Construction Regulatory Authority (HCRA) Oversight Fee
$170.00 per home

PART II All Other Adjustments – to be determined in accordance with the terms of the Purchase Agreement

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing which will be determined after signing the Purchase Agreement, all in accordance with the terms of the Purchase Agreement.

As set out in Schedule "A" of the Purchase Agreement:

Section 2.2.1	Hot Water Tank, if applicable	**TBD**
Section 2.2.2	Water Meter/Connection	***Not to exceed*** **- $500.00**
Section 2.2.3	Hydro Meter/Connection	***Not to exceed*** **- $600.00**
Section 2.2.4	Driveway Paving	
	- 36', 40' Detached	**$2,850.00**
	- 25' Semi-Detached, Townhome	**$2,350.00**
Section 2.2.5 (a)	Law Society of Upper Canada Fee	**$65.00**
Section 2.4	Mortgage Insurance, if applicable	**N/A**
Section 2.5	Chattel Property, if applicable	**TBD**
Section 2.6	Increased Levies or Taxes, if applicable	**TBD**
Section 9.8	Remedial Costs, if applicable	**TBD**
Section 11.1.2(ix)	Legal Fees for delivering amended documents	**$1,500.00**

(All above plus HST)

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Warranty Information for New Homes in Parcel of Tied Land

Important information about registering your purchase agreement:

This information sheet provides you with your Home ID and Registration Code for you to register your purchase agreement safely and securely. Registering your purchase agreement allows Tarion to provide you with key information on the builder's warranty and coverage. It also helps to identify illegal selling and building.

Please register your purchase agreement within 45 days of signing here: https://www.tarion.com/purchase-agreement-registration

Purchaser Name:
Purchaser Email:
Home ID:
Registration Code:

Note: Purchaser fields may show only one of several purchasers listed on the purchase agreement.

This information sheet also provides a basic overview of the warranties and protections that come with your new home. This warranty is provided to you by your builder and backed by Tarion.

Visit tarion.com and log into our online learning hub at https://www.tarion.com/homeowners/homeowner-resources-hub

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The Pre-Delivery Inspection (PDI)

Before you take occupancy of your unit, your builder is required to conduct a pre-delivery inspection, (PDI) with you or someone you designate to act on your behalf. If you wish, you may be accompanied by someone who can provide expert assistance. The PDI is important because it is an opportunity to learn about how to operate and maintain parts of your unit, such as the ventilation and heating systems. It is also important because it gives you an opportunity to note items in your unit that are damaged, missing, incomplete, or not working properly before you take occupancy. This record is also very important as it may help show what items may have been damaged before you moved in and helps resolve any disputes relating to whether or not an item of damage was caused by your occupancy and use.

The PDI is only one piece of evidence relating to damaged or incomplete items, and you should take note and document (e.g. via photos or video) any concerns or damaged items as soon as you notice them after taking occupancy if they were missed during the PDI. If they are not addressed by your builder, you can include them in your first warranty form submission to Tarion. Damaged items are covered under the warranty if the damage was caused by the builder or their trades.

There is more information about the PDI here: https://www.tarion.com/homeowners/homeowner-resources-hub

Deposit Protection

The deposit you provide to your builder is protected up to certain limits if your builder goes bankrupt, fundamentally breaches your Agreement of Purchase and Sale or you exercise your right to terminate it. Deposit coverage limits are $60,000 if the purchase price is $600,000 or less and 10% of purchase price to a maximum of $100,000 if the purchase price is over $600,000. This protection includes the money you put down towards upgrades and other extras.

Delayed Occupancy Coverage

Your builder guarantees that your unit will be ready for you to move in by a date specified in the purchase agreement or a date that has been properly extended (if for certain reasons the original occupancy date cannot be met). You may be able to claim up to $7,500 from your builder in compensation if they do not meet the conditions for an allowable extension that are outlined in the Addendum to your Agreement of Purchase and Sale.

Warranty Coverage

The warranty on work and materials commences on your date of possession and provides up to a maximum of $400,000 in coverage. There are limitations on scope and duration as follows. Your builder warrants that your home will, on delivery, have these warranties:

One-Year Warranty

- Your home is constructed in a workmanlike manner, free from defects in material, is fit for habitation and complies with Ontario’s Building Code

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- Protects against unauthorized substitution of items specified in the Agreement of Purchase and Sale or selected by you

Two-Year Warranty

- Protects against water penetration through the basement or foundation walls, windows, and the building envelope
- Covers defects in work or materials in the electrical, plumbing, and heating delivery and distribution systems
- Covers defects in work or materials that result in the detachment, displacement, or deterioration of exterior cladding (such as brick work, aluminum, or vinyl siding)
- Protects against Ontario's Building Code violations that affect health and safety

Seven-Year Warranty

- Protects against defects in work or materials that affect a structural load-bearing element of the home resulting in structural failure or that materially and adversely compromise the structural integrity; and/or that materially and adversely affect the use of a significant portion of the home.

Warranty Exclusions

Your warranty, provided to you by your builder and backed by Tarion, is a limited warranty, and the protection provided by Tarion is also limited. Exclusions to coverage include: normal wear and tear, damage caused by improper maintenance, damage caused by a third party, secondary damage caused by defects that are under warranty, supplementary warranties, deficiencies caused by homeowner actions, elevators, HVAC appliances, specific defects accepted in writing and damage resulting from an Act of God.

Common Elements Not Covered

There is no Common Element warranty coverage on Common Element Condominium Corporations under the Ontario New Home Warranties Plan Act and Regulations. As a purchaser, you should take note of the common elements associated with your home, as maintenance and repair of these items may be the responsibility of the homeowners in the project, subject to the corporation's declaration. This may include shared facilities, walkways, roadways and services (e.g. water and sewage lines, garbage removal and snow removal).

Construction Performance Guidelines

The Construction Performance Guidelines are a resource to provide advance guidance as to how Tarion may decide disputes between homeowners and builders regarding defects in work or materials. The Construction Performance Guidelines are intended to complement Ontario's Building Code. They are supplemented by any applicable guidelines or standards produced by industry associations. They do not replace manufacturer warranties. The Construction Performance Guidelines are available in several different formats accessible via https://tarion.com/builders/construction-performance-guidelines

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Important Next Steps

1. Start your new home buying journey off right by registering your purchase agreement for your new home with Tarion. It's simple, fast, and allows Tarion to start providing you with key information on your builder's warranty coverage and other protections before you get the keys to your new home. Register here: https://myhome.tarion.com/s/purchase-agreement-registration

2. Visit Tarion's website to learn more about your warranty coverage and the process for getting warranty assistance, as well as your rights, responsibilities, and obligations as a new homeowner.

3. Prepare for your pre-delivery inspection (PDI). Visit Tarion's website for helpful resources, including a PDI Checklist and educational videos.

4. Register for Tarion's MyHome right after you take occupancy. MyHome is an online tool you can use from your computer or mobile device that allows you to submit warranty claims and upload supporting documents directly to your builder and Tarion. It also alerts you to important dates and warranty timelines, allows you to receive official correspondence from Tarion electronically, and schedule an inspection with Tarion when you need assistance.

About Tarion

Tarion is a not-for-profit organization that administers Ontario's new home warranty and protection program. Our role is to ensure that purchasers of new homes receive the warranties and protections, provided by their builder and backstopped by Tarion, that they are entitled to by law.

Contact us at 1-877-982-7466 or customerservice@tarion.com

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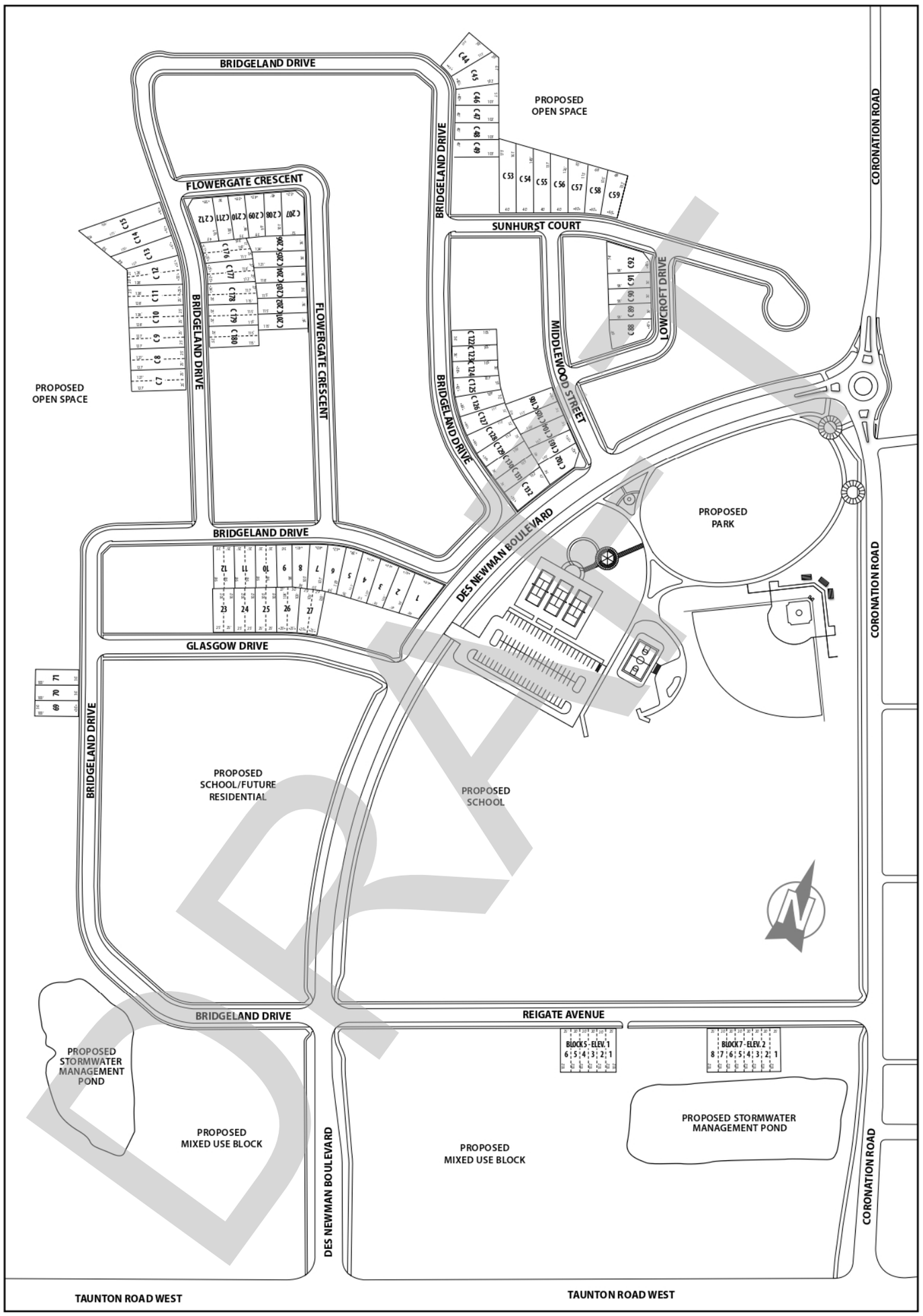
SCHEDULE "S"



PARADISE DEVELOPMENTS®

The NORTH COLLECTION at WHITBY MEADOWS

LOT # _____

INITIAL

All plans and dimensions are approximate and subject to change at the discretion of the Vendor. Lot frontages refer to the minimum width of the lot at th ebuilding set back unless marked otherwise. Landsacping is artist's concept only. E. & O. E. JUNE 2026

Whitby Taunton Holdings Limited and
880 Taunton Developments Limited (PHASE 1)
SCHEDULE "W"
(WARNING CLAUSES AND NOTICE PROVISIONS)

The purchaser acknowledges receipt of the following Warning Clauses and Notice Provisions:

The Purchaser/Tenants acknowledge that the Subdivision Agreement entered into between the developer and the municipality may require the Vendor to provide the Purchaser/Tenants with certain notices, including, but not limited to, land usage, maintenance of municipal fencing, school transportation (including the bussing or transportation of students to schools outside of the neighbourhood), noise levels from adjacent roadways, noise and/or vibration levels from nearby railway lines, the absence of door-to-door mail delivery, the absence of local or neighbourhood schools, the location of "super mailboxes", fencing, street trees, catch basins, all of which may be included on the property or on the boulevard adjacent to the property, and in general, any other matter that may be deemed by the municipality to inhibit or interfere with the enjoyment by the Purchaser/Tenants of the property. The Purchaser/Tenants agree to be bound by the contents of the Subdivision Agreement or any other municipal agreement wherein such warning clauses are more fully set out and the Purchaser/Tenants covenants to execute forthwith upon request by the Vendor, an acknowledgment of receipt by the Purchaser of such notices and/or an amendment to this Agreement including such warning clauses and all schedules, plans, statements attached to the agreement and as required by the subdivision agreement, and the Purchaser's acknowledgment of receipt of same.

PART 1 – GENERAL NOTICE PROVISIONS

The following Warning Clauses and Notice Provisions are for the information of purchasers and tenants of all lots and blocks shown on Registered Plan 40M2748. All lots and blocks referred to in this Schedule are lots and blocks shown on Registered Plan 40M2748.

A. ASSUMPTION OF THE SUBDIVISION

Purchasers are notified that the "Assumption of the Subdivision" by the Town may not occur until 5 years after occupancy and to refer to the conditions in Section 46 of the Subdivision Agreement that must be complied with prior to assumption by the Town.

B. SODDING AND LANDSCAPING

Purchasers are advised that any sodding or other landscaping provisions, including the planting of trees to be completed on such lot and that the conveyance to the purchaser reserves a license to the Subdivider to enter on the said lot for the purpose of completing, maintaining or repairing such projects.

C. DURHAM DISTRICT SCHOOL BOARD AND DURHAM CATHOLIC SCHOOL BOARD

Purchasers are hereby advised that the following "Notice to Parents" be inserted in all agreements of purchase and sale between the Subdivider and all prospective homebuyers:
"Students from this development may have to attend existing schools. Although an elementary and secondary school site has been reserved within this plan of subdivision, a school may not be constructed for some time, if at all, and then only if the Durham District School Board receives funding for the construction of this required school."

Purchasers are hereby advised that although a public school site has been provided for in the plan, students from the development may have to be accommodated at an existing school. A school may not be built for several years, if at all, and only then if it can be justified to the satisfaction of the Ministry of Education.

D. NOISE

Purchasers are advised that despite the inclusion of noise control features within the development area, noise levels may continue to be of concern, occasionally interfering with the activities of the dwelling occupants.

E. AGREEMENTS OF PURCHASE AND SALE

Purchasers are advised that the Vendor under their Purchase Agreement may not be the Subdivider responsible for installing municipal services to their subdivision and their property. Notwithstanding same, the Subdivider is required to construct services in accordance with this Agreement, but the Vendor is responsible for ensuring such services have been installed prior to the closing date, and any delays in respect of delivery of services shall be governed by the Addendum to the Purchase Agreement.

Purchasers are advised that the closing dates contained in Agreements of Purchase and Sale are estimates only.

Purchasers are advised that the First Tentative Closing Date is not a final closing date, and the Vendor may extend the First Tentative Closing Date in accordance with the Statement of Critical Dates found in the Addendum to the Purchase Agreement between the Purchaser and Vendor (which, as noted above, may be different from the Subdivider). Purchasers with concerns or experiencing issues with closing dates should contact the Tarion Home Warranty Corporation at customerservice@tarion.com or 1-877-9-TARION, (1-877-982-7466).

F. LOT INFORMATION, AND ADJACENT LAND USES

Purchasers are advised a map showing the zoning of all areas within the plan and within 400 feet (120 m) of the external boundaries of the said plan. In addition, the purchaser is to be provided with any secondary plans, development plans or planning studies which are available to the public having regard to the future land use of the Lands within the plan and external to the said plan, 400 feet (120 m) therefrom. Any additional inquiries with respect to future development of the adjacent lands may be referred to the Town of Whitby Planning and Development Department.

Purchasers will be provided within fifteen (15) days prior to closing with a plan of survey prepared by an Ontario Land Surveyor, showing the size and location of the lot and the location of the dwelling erected thereon in relation to the various lot boundaries.

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G. PARKS, LANDSCAPING AND OPEN SPACE

Purchasers are hereby advised that the parkland may not be developed for a substantial period of time after residential dwellings have been completed as the timing of the development of the park is dependent upon the financial ability of the Municipality to fund same provided it has received sufficient contributions for park development purposes through the Development Charges Act and the Planning Act.

H. FENCING

Purchasers are provided a copy of Appendix II to Schedule "C" showing the location and the type of fencing that will be erected by the Subdivider.

I. ENGINEERING DESIGN

Purchasers are hereby advised that it may be necessary for the Subdivider, in order to comply with the grading requirements of the Town, to enter upon said Lands in order to complete or alter the grading of such lot and that the conveyance to the purchaser reserves a license to the Subdivider to enter upon said Lands in order to complete or alter any of the grades on the said lot as may be required by the Town in order to provide proper drainage to any of the lots on the plan. The purchaser shall also be advised that the proposed lot grading may require the use of retaining walls and/or sloping. Where retaining walls are constructed on the lot being sold, the purchaser shall be advised that such retaining walls will be maintained in good condition and repair for a period of 2 years from completion of the same, after which time the maintenance and repair of such walls shall be the responsibility of the purchaser.

J. SIDEWALKS

Purchasers are advised that sidewalks are to be installed in front of the lot being sold, and that the Subdivider will be paving the driveway approach (being the area between the curbs and the sidewalk) and indicating to the purchaser the approximate date of the completion of such paving.

Purchasers will also be provided with a copy of Appendix I to Schedule "C" showing the location of the various sidewalks to be constructed by the Subdivider.

PART 2 – SPECIFIC NOTICE PROVISIONS

A. NOISE

- **BLOCKS 5 - 8 (UNITS 1 - 7)**

  Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the Ministry of the Environment, Conservation & Park's noise criteria.

  Purchasers are advised that this dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the occupant will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Ministry of the Environment, Conservation & Park's noise criteria. (Note: The location and installation of the outdoor air conditioning device should be done so as to comply with noise criteria of MECP Publication NPC-216, Residential Air Conditioning Devices, and thus minimize the noise impacts both on and in the immediate vicinity of the subject property.)

- **BLOCK 8 (UNIT 8)**

  Purchasers are advised that despite the inclusion of noise control features in the development and/or within the building units, sound levels due to increasing road traffic may on occasions interfere with some activities of the dwelling occupants as the sound levels exceed the Ministry of the Environment, Conservation & Park's noise criteria.

  Purchasers are advised that this dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Ministry of the Environment, Conservation & Park's noise criteria.

B. FENCING

- **LOTS BLOCKS 5-8**

  Purchasers are advised that the acoustic barrier on Lot Blocks 5 to 8 are designed and constructed wholly on private property. The maintenance and replacement of said barrier is the sole responsibility of the property owner.

The Purchaser acknowledges receipt of the aforementioned Warning Clauses and Notice Provisions in Schedule "W".

_____
Purchaser:

_____
Purchaser: **p**

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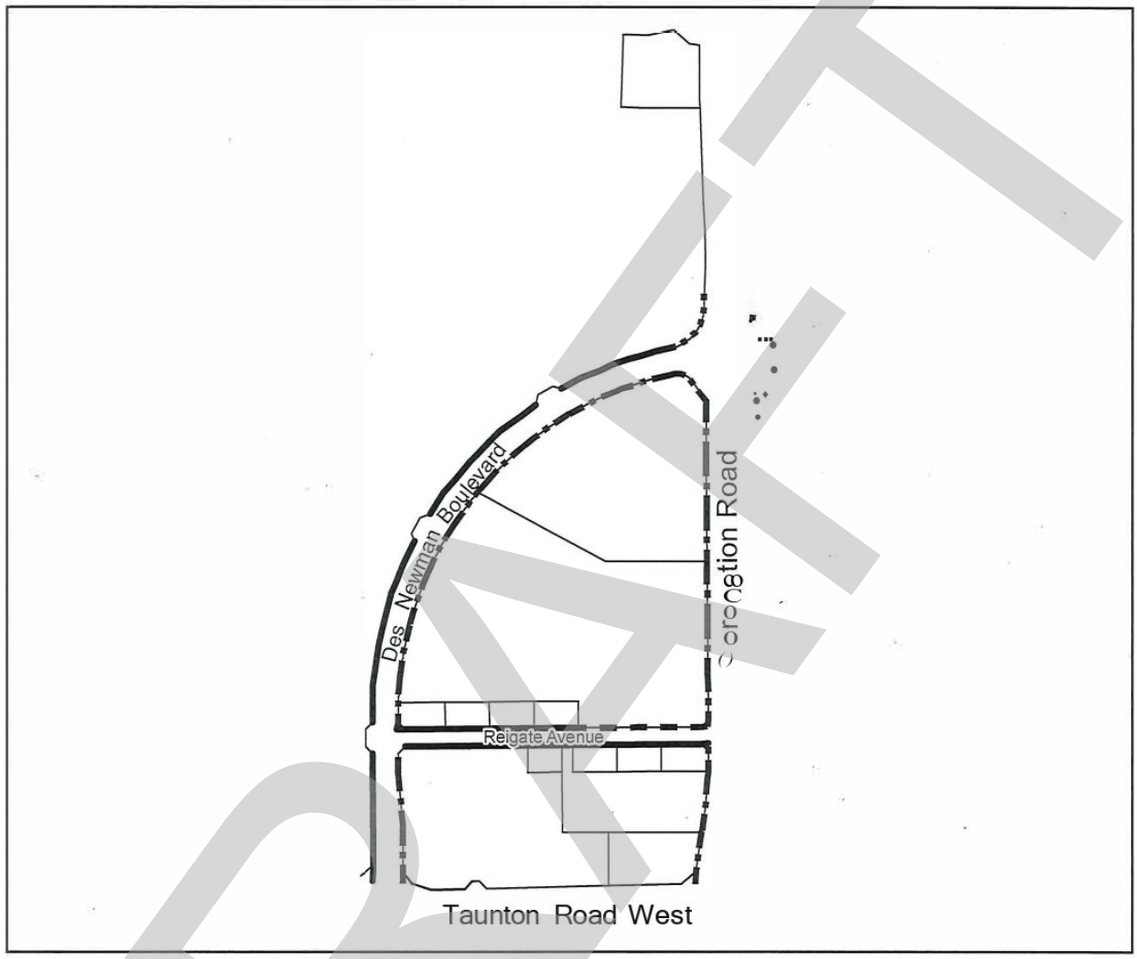
Appendix I: Sidewalks (Phase 1)

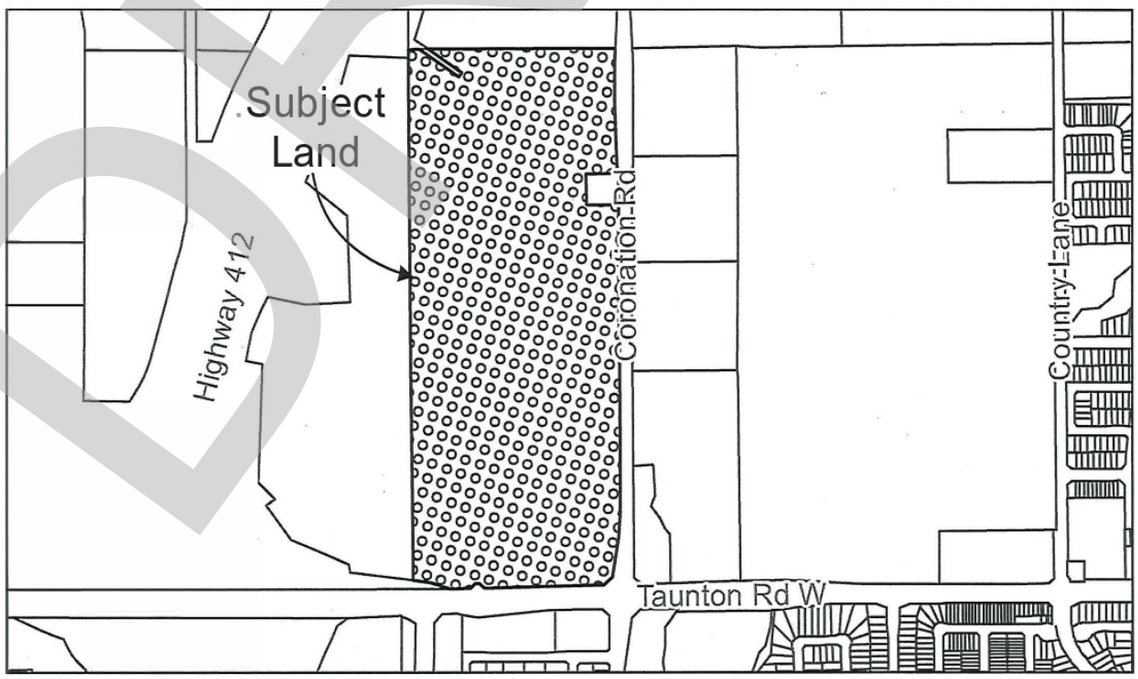
1.8m Wide Concrete Sidewalk

2.5m Wide Concrete Sidewalk

3.0m Wide Asphalt Multi-Use Pathway

1.8m wide Asphalt Sidewalk





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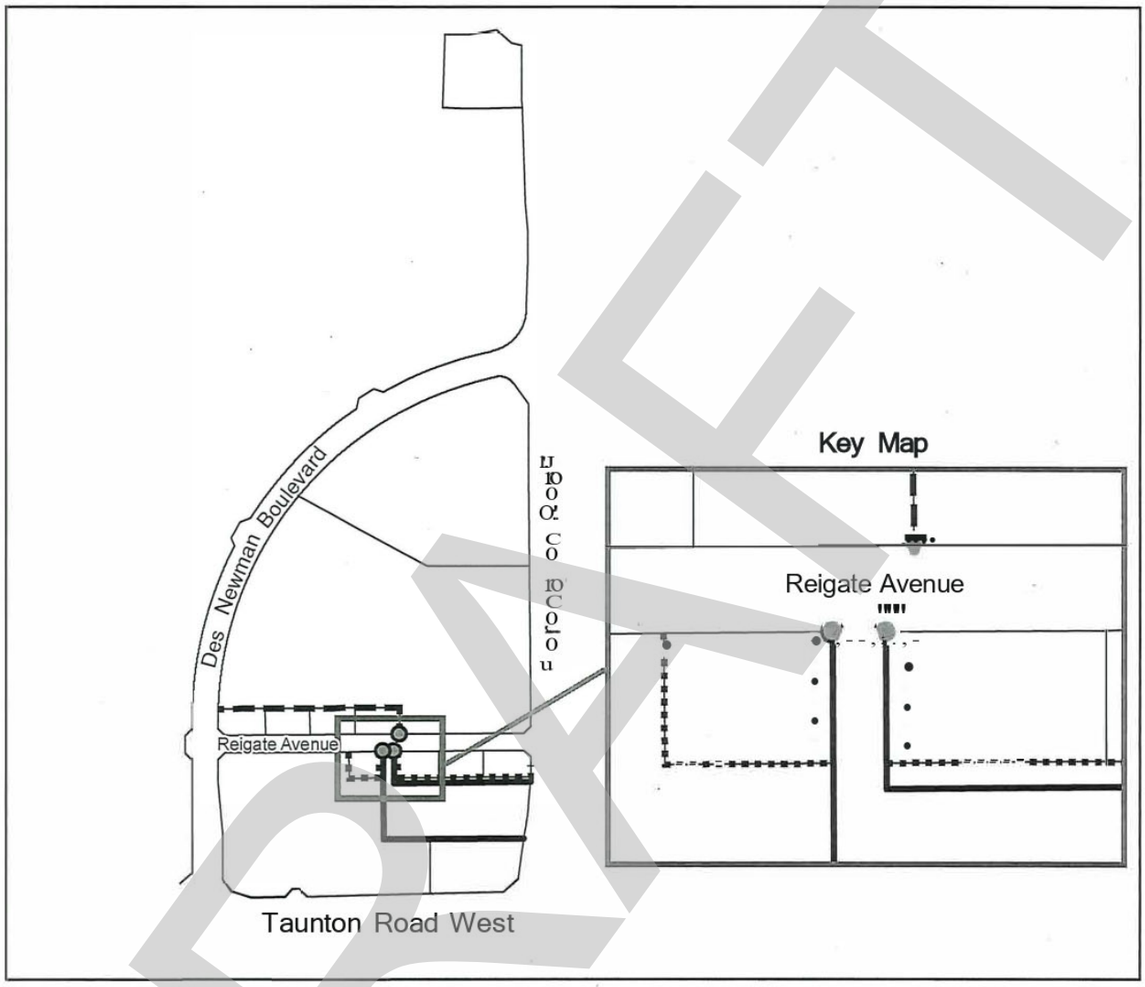
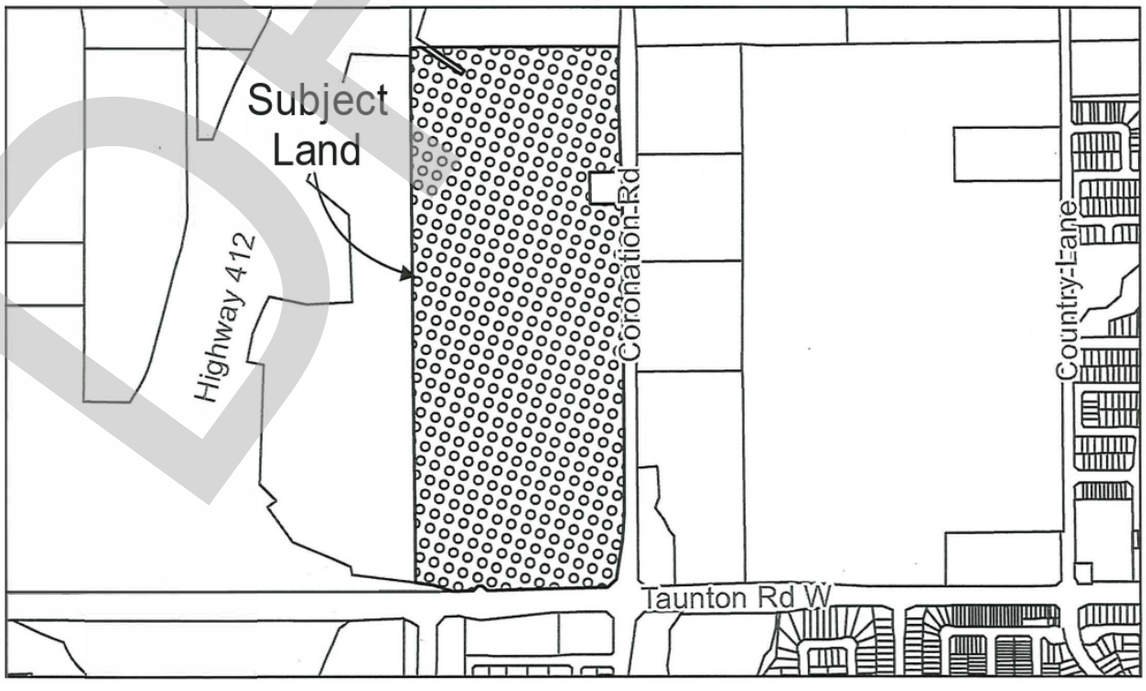
Appendix II: Fencing {Phase 1)

- 1.8m High Black Vinyl Chain Link Fence
- 1.2m High Black Vinyl Chain Link Fence
- 1.8m High Acoustic Barrier Cedar Fence Design
- 1.0m High Black Vinyl Chain Link Fence





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SCHEDULE "Y"

PURCHASER'S CONSENT TO THE COLLECTION AND LIMITED USE OF PERSONAL INFORMATION

For the purposes of facilitating compliance with the provisions of any applicable Federal and/or Provincial privacy legislation (including without limitation, the Personal Information Protection and Electronic Documents Act S.C. 2000, as amended), the Purchaser hereby consents to the Vendor's collection and use of the Purchaser's personal information necessary and sufficient to enable the Vendor to proceed with the Purchaser's purchase of the dwelling/property, including without limitation, the Purchaser's name, home address, e-mail address, telefax/telephone number, age, date of birth, and in respect of marital status only for the limited purpose described in subparagraphs (c), (d), (h), (i) and (j) below, and in respect of residency status, and social insurance number only for the limited purpose described in subparagraph (i) and (j) below, as well as the Purchaser's financial information and desired dwelling design(s) and colour/finish selections, in connection with the completion of this transaction and for post-closing and after-sales customer care purposes, and to the disclosure and/or distribution of any or all of such personal information to the following entities, on the express understanding and agreement that the Vendor shall not sell or otherwise provide or distribute such personal information to anyone other than the following entities, namely to:

(a) any companies or legal entities that are associated with, related to or affiliated with the Vendor, or other companies that are likewise associated with, related to or affiliated with the Vendor (or with the Vendor's parent/holding company) related to the development of this Project, or that are developing one or more other residential projects or communities that may be of interest to the Purchaser or members of the Purchaser's family, for the limited purposes of marketing, advertising and/or selling various products and/or services to the Purchaser and/or members of the Purchaser's family;

(b) one or more third party data processing companies which handle or process marketing campaigns on behalf of the Vendor or other companies that are associated with, related to or affiliated with the Vendor, and who may send (by email or other means) promotional literature/brochures about new projects and/or related services to the Purchaser and/or members of the Purchaser's family;

(c) any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser and/or members of the Purchaser's family;

(d) any private lender(s) or financial institution(s) or their assignee or successor, providing (or wishing to provide) financing, or mortgage financing, banking and/or other financial or related services to the Vendor for the development of the lands or the construction of the dwellings thereon;

(e) any insurance companies providing (or wishing to provide) insurance coverage with respect to the property (or any portion thereof), including without limitation, any title insurance companies providing (or wishing to provide) title insurance to the Purchaser or the Purchaser's mortgage lender(s) in connection with the completion of this transaction;

(f) any trades/suppliers or sub-trades/suppliers, who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the dwelling and the installation of any extras or upgrades ordered or requested by the Purchaser;

(g) one or more providers of cable television, telephone, telecommunication, security alarm systems, hydro-electricity, chilled water/hot water, gas and/or other similar or related services to the property (or any portion thereof) and/or the dwelling, unless the Purchaser advises the Vendor in writing not to provide such personal information to an entity providing security alarm systems and services;

(h) any relevant governmental authorities or agencies, including without limitation, Ontario New Home Warranty Program, the Land Titles Office (in which the Project is located), the Ministry of Finance for the Province of Ontario (i.e. with respect to Laud Transfer Tax), and Canada Customs & Revenue Agency (i.e. with respect to GST/HST);

(i) Canada Customs & Revenue Agency, to whose attention the appropriate interest income tax information return and/or the non-resident withholding tax information return is submitted (where applicable), which will contain or refer to the Purchaser's social insurance number or business registration number (as the case may be), as required by Regulation 20l(l)(b)(ii) of The Income Tax Act R.S.C. 1985, as amended, or for the benefit of the Vendor or its related or parent company where the Purchaser has agreed to provide financial information to the Vendor to confirm the Purchaser's ability to complete the transaction contemplated by the agreement of purchase and sale, including the Purchaser's ability to obtain sufficient mortgage financing;

(j) the Vendor's solicitors, to facilitate the closing of this transaction (including escrow closing, if required), including the closing by electronic means via the Teraview Electronic Registration System, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation;

(k) the Vendor's accountants and/or auditors who will prepare the Vendor's regular financial statements and audits;

(l) any person, where the Purchaser further consents to such disclosure or disclosures required by-law.

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