

AGREEMENT OF PURCHASE AND SALE

I. THE PARTIES

- 1.1.

Purchaser(s) Name:

Address:

Telephone: Res: Cell: Bus:

Email:

The Purchaser’s municipal address and email address for delivery of any notices pursuant to this Agreement or the Act are the addresses set out in the Tarion Addendum (or above if not set out in the Tarion Addendum).
- 1.2.

Vendor Name: **PD WELLINGTON (HOMES) INC.**

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

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

2. THE PROPERTY

- 2.1.

Potl Number/Part Number:

Block Number**:

(**Block Number reference is for construction purposes only and is not a legal description)
- 2.2.

Dwelling Type:
- 2.3.

Legal Description:

The lands and premises in the Town of Aurora (the “Municipality”), presently forming and comprising a portion of those lands described as portions of Part of Block 39, Plan 65M4731, Town of Aurora, and as generally described on the site plan attached hereto as Schedule “S” (the “Real Property” or “Potl”) and on which has been or is to be constructed a dwelling house as hereinafter provided (the “Dwelling”)

3. THE PURCHASE PRICE

- 3.1.

The Vendor agrees to sell and the Purchaser agrees to buy the Potl for the purchase price (The “Purchase Price”) of dollars () in lawful money of Canada, which purchaser covenants to pay to the Vendor as deposits (collectively, the “deposit monies”) as follows:

1st deposit

2nd deposit

3rd deposit

4th deposit

5th deposit

6th deposit

7th deposit

Deposit due date:

Deposit due date:

Deposit due date:

Deposit due date:

Deposit due date:

Deposit due date:

Deposit due date:

The Purchaser agrees to deliver post-dated cheques in the amounts set out in subparagraphs (a), (b), (c), (d) and (e) upon execution of this Agreement.

3.2.

In the event that the Purchaser is required to take possession of the Real Property prior to the transfer of title to the Purchaser, the Purchaser agrees to pay any monies required pursuant to this Agreement by wire transfer from the trust account of the Purchaser’s solicitor or by certified cheque drawn on the trust account of the Purchaser’s solicitor to the Vendor or as the Vendor may direct.

3.3.

The Purchaser covenants, promises and agrees to pay the balance of the Purchase Price by wire transfer from the trust account of the Purchaser’s solicitor or by certified cheque drawn on the trust account of the Purchaser’s solicitor to the Vendor or as the Vendor may direct on the Closing Date (as hereinafter defined), subject to the adjustments hereinafter set forth.
4. SCHEDULES
- 4.1.

The following Schedules to this Agreement are annexed hereto and form part hereof and are integral to this Agreement. The Purchaser acknowledges that he/she has read this Agreement and Schedules of this Agreement.

Schedule “A” – General Provisions

Schedule “B” – Features & Finishes

Schedule “C” – Occupancy Licence

Schedule “E” – Extras

Schedule “F” – Common Elements Condominium Interest

Schedule “H” – Restrictions

Schedule “H1” – FTHB GST Rebate

Schedule “O” – Statement of Critical Dates and Addendum to Agreement of Purchase and Sale – Delayed Occupancy Warranty (collectively the “Tarion Addendum”) and such other Schedules annexed thereto

Schedule “O” – Warranty Information Sheet - Warranty Information for New Homes in Parcel of Tied Land

Schedule “N” – Prohibition on the Purchase of Residential Property by Non-Canadians

Schedule “R” – Acknowledgement of Receipt

Schedule “S” – Site Plan

Schedule “W” – Warning Provisions and Schedules

Schedule “Y” – Purchaser’s Consent to the Collection and Limited use of Personal Information

Schedule “Z” – Floor Plan

5. CLOSING DATE:

5.1.

This transaction of purchase and sale is to be completed on the First Tentative Occupancy Date (as defined in the Statement of Critical Dates being a part of the Tarion Addendum as hereinafter defined) or such extended or accelerated date established in accordance with the terms of this Agreement including, without limitation, the Tarion Addendum (the “Closing Date” or “Date of Closing”).

6. OFFER IRREVOCABLE

SCHEDULE “A”

GENERAL PROVISIONS

DWELLING MATTERS, SITING, MATERIALS CHANGES, ETC.

1. The Vendor agrees that it will erect on the Real Property the Dwelling in accordance with plans and specifications (the “Plans”) already examined by the Purchaser and in accordance with Schedule “S” and Schedule “Z” attached hereto. The Purchaser acknowledges and agrees that the Vendor may from time to time, in its sole discretion, or as requested or required by the Vendor’s architect or any design consultants or by any governmental authority, change, alter, vary or modify the Plans, the siting of the Dwelling and/or the grading of the Real Property without notice thereof to the Purchaser. The Purchaser agrees to accept such changes, alterations, variations or modifications and, without limiting the generality of the foregoing, variations to the lot/block number, municipal address, location, area and frontage or depth of the Real Property without any abatement of the Purchase Price or claim for compensation whatsoever. The Purchaser also acknowledges and agrees that architectural control of exterior elevations, driveway construction, boulevard tree planting, landscaping, corner lot fencing (including the location of such corner lot fencing), exterior colour schemes, or any other material external to the Dwelling designed to enhance the aesthetics of the community as a whole, may be imposed by the Municipality and/or the developer. In the event the Vendor is required, in compliance with such architectural control requirements to construct an exterior elevation for the Dwelling other than as specified in this Agreement or amend the driveway construction or location, boulevard tree planting or landscaping plan for the Dwelling and/or Real Property, as the case may be, (all of which is hereinafter referred to as the “Amended Exterior Plans”), the Purchaser hereby irrevocably authorizes the Vendor to complete the Dwelling and/or Real Property, as the case may be, in accordance with the Amended Exterior Plans, and the Purchaser hereby irrevocably agrees to accept such Amended Exterior Plans in lieu of the plans for same specified in this Agreement without any abatement of the Purchase Price or claim for compensation whatsoever. The Vendor shall have the right, in its sole discretion, to construct the Dwelling either as shown on the Plans or to construct such Dwelling on a reverse mirror image plan, including reversal of the garage siting and reversal of the interior floor plan layout. Construction of a reverse mirror image plan is hereby irrevocably accepted by the Purchaser without any right of abatement of the Purchase Price or claim for compensation whatsoever. Further, in the event the Vendor determines, in its sole discretion, to construct the Dwelling at a grade level different than as depicted in the Plans, necessitating a step or series of steps to the front door, side door, rear door, or any door from the garage to the interior of the Dwelling or any elimination of the side door or door from the house to the garage or garage to outside, if any, the Purchaser hereby agrees to accept such change(s) without any abatement of the Purchase Price or claim for compensation whatsoever. The Vendor shall further have the right to substitute other material for that provided for in the Plans, in the sole discretion of the Vendor, for any cause which it may deem reasonable without notice thereof to the Purchaser, provided that such material is, in the sole judgment of the Vendor, of substantially equal or better quality than the material in the Plans and the Purchaser shall accept same without any abatement of the Purchase Price or claim for compensation whatsoever. The provisions of this Section may be pleaded by the Vendor as an estoppel in any action brought by the Purchaser or his successors in title or assigns against the Vendor.
2. The Purchaser acknowledges and agrees that in the event the Dwelling being purchased herein is a semi-detached or townhouse dwelling, the subject lot/block of which the Real Property forms a part will not necessarily be divided equally but may instead be divided in unequal proportions. The Purchaser agrees to accept any such unequal division of the lot/block without any abatement of the Purchase Price or claim for compensation whatsoever.

PURCHASER’S SELECTIONS

3. (a) Within fourteen (14) days of notification by the Vendor to the Purchaser, the Purchaser shall attend the Vendor’s offices or such other location as the Vendor may direct to complete the Vendor’s colour and material selection form for those items of construction and finishing for which the Purchaser is entitled to make selection pursuant to this Agreement, and in the event such items become unavailable the Purchaser agrees to re-attend the Vendor’s offices or such other location as the Vendor may direct and submit a revised colour and material selection form within fourteen (14) days notification thereof to make alternate selections from the Vendor’s samples. If the Purchaser fails make selections as aforesaid, the Vendor may make the selections on the Purchaser’s behalf and the Purchaser agrees to accept the Vendor’s selections. The Purchaser shall have no selection whatsoever insofar as exterior colours, designs and materials are concerned. In addition to the foregoing, the Purchaser agrees that:
 - i) 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.
 - ii) Where omissions occur on the original colour selection sheet, the Purchaser acknowledges that selection by the Vendor will be final.
 - iii) Upgrades listed on a standard colour chart will not be deemed to be part of the Agreement or Purchase and Sale.
 - iv) 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.

- v) 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.
 - vi) In the event that any of the terms and conditions stated on the Customer Request for Optional Extras form (the **"Purchaser's Extras Contract"**) are in conflict or contradict ion 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.
- (b) No changes will be permitted in colours or materials so selected by the Purchaser without the prior written consent of the Vendor (which consent may be unreasonably or arbitrarily withheld). In the event any of the foregoing items in which the Purchaser has a choice, have already been installed or completed, then the Purchaser shall be deemed to have accepted them. Notwithstanding anything herein contained to the contrary, in no event shall the Purchaser's failure to make such choices within fourteen (14) days upon request to do so by the Vendor, and the possible consequent inability of the Vendor to substantially complete the Dwelling by the Closing Date entitle the Purchaser to an extension of the Closing Date.
 - (c) Purchasers acknowledge and agree that each Purchaser is required to provide not less than forty-eight (48) hours prior written notice of any cancellation or postponement of a scheduled attendance in connection with this paragraph. In the event that a Purchaser fails to provide such prior written notice or fails to attend a scheduled attendance, the Purchaser covenants and agrees to pay a fee of Two Hundred (\$200.00) Dollars plus HST as an administrative fee per occurrence.
 - (d) The Purchaser specifically acknowledges that in the manufacture and/or production of items, variances may occur from the Vendor's samples and also such items shown as samples may not be subsequently available. The Purchaser hereby agrees to accept any such resulting variations whether as to supplier, brand name, colour and/or otherwise without any abatement of the Purchase Price or claim for compensation whatsoever.
4. The Purchaser acknowledges that he has purchased the Dwelling on the basis of the Plans and not from a model. The Purchaser acknowledges that the model home(s), if any, are for display purposes only, and that some or all of the features contained therein may not be included in the Dwelling unless the same is specifically provided for in a Schedule forming part of this Agreement. Any item identified as optional or an upgrade in the sales or marketing material(s) is not included in the Dwelling but may be purchased at additional cost under a separate Schedule to this Agreement or by separate agreement. The Purchaser's attention is drawn to Schedule "B" which forms part of this Agreement and which sets out therein the items which will be included in the Dwelling as standard features. The Purchaser hereby acknowledges that the Dwelling will only include those standard features and, accordingly, if the Purchaser requires any clarification or explanation as to items, features or finishes as referred to in Schedule "B" or anywhere else in this Agreement or with respect to any matters whatsoever which the Purchaser has discussed with the Vendor's sales representative(s) such clarifications or explanations must be made in writing and included in this Agreement, failing which the Purchaser shall be estopped from making a claim for any such clarifications, explanations, items, features, finishes or representations, other than as set out in writing in this Agreement. The Purchaser hereby acknowledges that there are no representations, warranties, guarantees, collateral agreements or conditions whatsoever affecting this Agreement, the Dwelling or the Real Property or supported hereby other than as is expressed in writing in this Agreement.

SUBSTANTIAL COMPLETION OF THE DWELLING/OCCUPANCY

5. In the event that the Dwelling is substantially completed and ready for occupancy by the Closing Date, the sale shall be completed on such date without any holdback whatsoever of any part of the Purchase Price and the Vendor shall complete any outstanding items of construction required by this Agreement within a reasonable time thereafter and during normal business hours, having regard to weather conditions and the availability of labour and materials. If there is a detached garage as part of the Real Property, substantial completion of the Dwelling shall not include completion of the said garage and the Purchaser shall complete the within transaction notwithstanding that the construction of the garage is not completed or even started. For the purpose of this Agreement, the Dwelling shall be deemed to be substantially complete when the interior work has been substantially finished to permit occupancy, notwithstanding that there remains grading or landscaping or other outside work to be completed. The Vendor shall provide evidence that occupancy is permitted in accordance with and only to the extent required by the Tarion Addendum.
6. In the event the Vendor is unable to deliver to the Purchaser on or before the Closing Date a conveyance of the Real Property free and clear of all encumbrances, save as provided for in this Agreement, for any reason whatsoever, including, without limitation, failure to register the Condominium prior to the Closing Date, then the Vendor, may, at its option, require the Purchaser to take possession of the Real Property in accordance with Schedule "C" of the Tarion Addendum and Schedule "C" hereto and the Vendor's undertaking to deliver a conveyance in accordance with the provisions of this agreement within such period of time as the Vendor may determine. From and after the date of possession, the Purchaser shall be responsible for the realty taxes, water, hydro, gas and other public or private utilities, common expenses and interest on the unpaid balance of the Purchase Price all in accordance with Schedule "C" of the Tarion Addendum and Schedule "C" hereto until such time as the Vendor delivers a conveyance of the title to the Real Property to the Purchaser. The parties hereto further agree that upon the Vendor delivering to the Purchaser a conveyance in accordance with the terms of this Agreement, any further adjustments that may be required shall be made at the time of the delivery of the conveyance.

7. If the Purchaser is unable to deliver the balance of the Purchase Price on the Closing Date by wire transfer from the trust account of the Purchaser's solicitor or by certified cheque drawn on the trust account of the Purchaser's solicitor, the Purchaser may deliver a bank draft together with a Confirmation and Undertaking from the Purchaser's solicitor in a form satisfactory to the Vendor that confirms that the bank draft was purchased with funds from such solicitor's trust account and the Purchaser's solicitor personally undertakes to replace such bank draft within 24 hours of written notice that such bank draft was not honoured.

TARION WARRANTY CORPORATION and HOME CONSTRUCTION REGULATORY AUTHORITY

8. (a) The Vendor represents and warrants to the Purchaser that the Vendor is a registered vendor with Tarion and/or the Home Construction Regulatory Authority or its successors (the "**HCRA**"), as applicable;
- (b) The Vendor covenants that on completion of this transaction a warranty certificate for the Dwelling will be requested from Tarion. Such warranty shall contain the only warranties covering the Dwelling. The Purchaser acknowledges and agrees that any warranties of or liabilities for workmanship or materials, in respect of any aspect of the construction of the Dwelling, whether implied by this Agreement or at law or in equity or by any statute or otherwise, shall be limited to only those warranties deemed to be given by the Vendor under the *Ontario New Homes Warranties Plan Act*, as may be amended (the "**ONHWPA**") and shall extend only for the time period and in respect of those items as stated in the ONHWPA, it being understood and agreed that there is no representation, warranty, guarantee, collateral agreement, or condition in any way affecting this Agreement, the Dwelling and/or the Real Property other than as expressed herein.
- (c) The Purchaser or the Purchaser's designate as hereinafter provided agrees to meet the Vendor's representative at the date and time designated by the Vendor, prior to the Closing Date, to conduct a pre-delivery inspection of the Dwelling (the "**PDI**") and to list all items remaining incomplete at the time of such inspection together with all mutually agreed deficiencies with respect to the Dwelling on the Tarion Certificate of Completion and Possession (the "**CCP**") and the PDI form, in the forms prescribed from time to time by, and required to be completed pursuant to the provisions of the ONHWPA. The said CCP and PDI forms shall be executed by both the Purchaser or the Purchaser's designate and the Vendor's representative at the PDI and shall constitute the Vendor's only undertaking with respect to incomplete or deficient work and the Purchaser shall not require any further undertaking of the Vendor to complete any outstanding items. In the event that the Vendor performs any additional work to the Dwelling in its discretion, the Vendor shall not be deemed to have waived the provision of this paragraph or otherwise enlarged its obligations hereunder.
- (d) The Purchaser shall be entitled to send a designate to conduct the PDI in the Purchaser's place or attend with their designate, provided the Purchaser first provides to the Vendor a written authority appointing such designate for PDI prior to the PDI. If the Purchaser appoints a designate, the Purchaser acknowledges and agrees that the Purchaser shall be bound by all of the documentation executed by the designate to the same degree and with the force and effect as if executed by the Purchaser directly.
- (e) In the event the Purchaser and/or the Purchaser's designate fails to attend the PDI or fails to execute the CCP and PDI forms at the conclusion of the PDI, the Vendor may declare the Purchaser to be in default under this Agreement and may exercise any or all of its remedies set forth in this Agreement and/or at law. Alternatively, the Vendor may, at its option complete the within transaction but not provide the keys to the Dwelling to the Purchaser until the CCP and PDI forms have been executed by the Purchaser and/or its designate or complete the within transaction and complete the CCP and PDI forms on behalf of the Purchaser and/or the Purchaser's designate and the Purchaser hereby irrevocably appoints the Vendor the Purchaser's attorney and/or agent and/or designate to complete the CCP and PDI forms on the Purchaser's behalf and the Purchaser shall be bound as if the Purchaser or the Purchaser's designate had executed the CCP and PDI forms.
- (f) The Purchaser acknowledges that the Warranty Information Sheet - Warranty Information for New Homes in Parcel of Tied Land is appended hereto and is available on the Tarion website (which is currently at the following web address:
- <https://www.tarion.com/resources/publications/64092/warranty-information-sheet-agreements-purchase-and-sale>).
- This information sheet provides a basic overview of the warranties and protections that come with a new condominium unit. This warranty is provided to purchasers by the Vendor and backed by Tarion. For more detailed information, visit tarion.com and log into the Tarion online learning hub at www.tarion.com/learninghub.
- (g) The Purchaser further agrees with the Vendor that the Vendor and/or its representatives shall have the right to enter the Dwelling and the Real Property after completion of the purchase in order to complete any of the items listed on the CCP and PDI forms, provided that if the Purchaser fails or refuses to permit the Vendor and/or its representatives such entry, the Vendor's obligations hereunder shall terminate and be at an end. Any such entry shall be deemed not to be a trespass.

SCHEDULE “E”

The Purchase Price shall include the following:

Potl Number:

Block Number:

Plan:

Purchaser:

