

# 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: **PARADISE DEVELOPMENTS WHITBY (HOMES) INC.** (the "Vendor")  
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 Whitby (the "Municipality"), presently forming and comprising a portion of those lands described as portions of Parts of Block 75, Plan 40M-2746, Region of Durham, Town of Whitby (the "Property"), 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 Unit 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	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 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 "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 "B" – Features & Finishes  | Schedule "P" – Warranty Information Sheet – Warranty Information for New Homes in Parcel of Tied Land  |
| Schedule "C" – Occupancy Licence  | Schedule "Q" – Acknowledgement of Receipt  |
| Schedule "D" – Extras   | Schedule "R" – Site Plan   |
| Schedule "E" – Common Elements Condominium Interest                                 | Schedule "S" – Warning Provisions and Schedules  |
| Schedule "F" – Restrictions   | Schedule "T" – Purchaser's Consent to the Collection and Limited use of Personal Information   |
| Schedule "G" – Prohibition on the Purchase of Residential Property by Non-Canadians | Schedule "U" – 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

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 monies shall be returned to the Purchaser, without interest and without deduction.

Irrevocable Date: day of \_\_\_\_\_

6.2. Notwithstanding anything contained in this Agreement (or in any schedules annexed hereto) to the contrary, it is expressly understood and agreed that if the Purchaser has not executed and delivered to the Vendor or its sales representative a copy of this Agreement originally signed by the Purchaser AND an acknowledgement originally signed by the Purchaser of receipt of the Vendor's Disclosure Statement and a copy of this Agreement duly executed by both parties hereto, within fifteen (15) days from the date of the Purchaser's execution of this Agreement as set out below, then the Purchaser shall be deemed to be in default hereunder and the Vendor shall have the unilateral right to terminate the Agreement at any time thereafter upon delivering written notice confirming such termination to the Purchaser, whereupon the Purchaser's initial deposit cheque shall be forthwith returned to the Purchaser by or on behalf of the Vendor without interest.



\_\_\_\_\_  
Purchaser: (Date of Birth)



\_\_\_\_\_  
Purchaser: (Date of Birth)



\_\_\_\_\_  
Purchaser: (Date of Birth)

### Dated on

**Vendor's Solicitor:**  
HARRIS, SHEAFFER LLP  
8<sup>th</sup> Floor – 4881 Yonge Street, Toronto, Ontario, M2N 5X3  
Telephone: (416) 250-5800 Fax: (416) 250-5300,  
Attn: Ari M. Katz, Email: [akatz@harris-sheaffer.com](mailto:akatz@harris-sheaffer.com);  
[mpradhan@harris-sheaffer.com](mailto:mpradhan@harris-sheaffer.com)

**PARADISE DEVELOPMENTS WHITBY (HOMES) INC.**

Per: \_\_\_\_\_  
I have authority to bind the corporation

# SCHEDULE "A"

## SCHEDULE "A"

### GENERAL PROVISIONS

#### 1. DWELLING MATTERS, SITING, MATERIALS CHANGES, ETC.

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. 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 Home Construction Regulatory Authority's published uniform method for the calculation of floor area (and in addition to the equivalency tolerances provided for by such method); (l) 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 catch basins, 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; (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; and (s) including but not limited to the following matters:

#### (a) Siting

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. 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. 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.

#### (b) Grading

As of the date of this Agreement, the 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. 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.

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.

(c) Deck or Patio

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.

(d) Architectural Control

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 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.

(e) 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.

(f) Other

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, and the Purchaser hereby agrees to accept same 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.

(g) Acceptance

The Purchaser agrees to accept any changes, alterations, variations or modifications referred to in this paragraph or otherwise in this Agreement, 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 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. Furthermore, 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. The provisions of this Paragraph 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 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.

- (b) 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, bathtubs, 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.
- (c) 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). For any permitted changes, the Vendor shall be entitled to charge an administration fee of \$500.00 (plus HST) per change, in addition to the price of the revised selections. 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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.
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/media/warranty-information-sheets><https://www.tarion.com/media/warranty-information-sheets>). 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](http://tarion.com) and log into the Tarion online learning hub at <https://www.tarion.com/homeowners/homeowner-resources-hub>.
- (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.

- (h) The Purchaser acknowledges that the area of the Dwelling, as may be represented or referred to by the Vendor or any sales representative, or which appears in any sales or marketing material(s) is approximate only. Actual useable floor space may (therefore) vary from any stated or represented floor area or gross floor area, and the extent of the actual or useable living area within the confines of the Dwelling may vary from any represented square footage or floor area measurement(s) made by or on behalf of the Vendor. Accordingly, the Purchaser hereby confirms and agrees that all details and dimensions of the Dwelling purchased hereunder are approximate only, and that there shall be no adjustment of the Purchase Price or claim for compensation whatsoever, whether based upon the ultimate square footage of the Dwelling, or the actual or useable living space within the confines of the Dwelling or otherwise. The Purchaser further acknowledges that where ceiling bulkheads or telecommunication devices are installed within the Dwelling and/or where dropped ceilings are required, then the ceiling height of the Dwelling may be less than that represented, and the Purchaser shall correspondingly be obliged to accept the same without any abatement or claim for compensation whatsoever. 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.
9. The Purchaser covenants and agrees that he will exhaust all the remedies available to him with Tarion with respect to any claim relating to defects in workmanship or materials or with respect to any other claim arising under the ONHWPA or in respect of the Tarion Addendum, prior to pursuing any other means of redress with regard to such claims. In the event the Purchaser does not comply with the provisions of this Section, or takes any unwarranted or unreasonable actions with respect to such claims, the Purchaser shall be held liable for any damages sustained by the Vendor as a result thereof.
10. The Purchaser agrees that all deposit monies and monies for upgrades and extras shall be deemed to be held in trust by the Vendor (and the Vendor's solicitors if paid to the Vendor's solicitors) in accordance with the terms of the Tarion Addendum, on the express understanding and agreement that, as soon as it is permitted to do so pursuant to the terms of the Tarion Addendum (i.e. the conditions set out in subparagraph 1(b)(i) or 1(b)(ii) of Schedule A to the Tarion Addendum are satisfied, waived or are not included as an early termination condition), the Vendor (and the Vendor's solicitors, if paid to the Vendor's solicitors) shall be entitled to release said funds from trust and to disburse said funds as the Vendor may direct.

#### TITLE AND CONVEYANCING MATTERS

11. The Purchaser agrees to accept title to the Real Property subject to the following items and the Purchaser covenants and agrees to adhere to the terms and conditions as set out therein. The Purchaser agrees to satisfy himself as to compliance with any of the following items and the Vendor shall not be obligated on the Closing Date or thereafter to obtain any compliance, releases or discharges with respect to any of the following items:
- (a) any agreement, subdivision agreement, site plan agreement, development agreement, condominium agreement, financial agreement or other agreement entered into with any municipal authority or other governmental authority or with any public or private utility commission or railway company, including any restrictions, covenants, obligations or liabilities contained therein (collectively the "Subdivision Agreements");
  - (b) any building or other restrictions and covenants that may be registered against the title of the Real Property and the Purchaser agrees, if required by the Vendor, to sign the transfer/deed of land containing such restrictions and covenants, and to extract the same from any subsequent purchasers;
  - (c) a right in the nature of an easement or license for the Vendor and/or the developer and their respective successors and assigns and their servants and agents to enter upon the Real Property (without such act being a trespass) at any time prior to the complete acceptance of the subdivision and/or condominium plan of which the Real Property forms a part (the "Development") by the Municipality or thereafter for completion or correction of grading and surface drainage and in order to permit the Vendor and/or the developer to carry out the obligations, if any, under the Subdivision Agreements or as imposed by any governmental authority or bonding company to effect any corrective measures with respect to the Subdivision Agreements applicable to the Real Property and the transfer/deed of land may contain a clause to this effect;
  - (d) such easements or rights-of-way, licenses or leases, permanent or temporary, as exist or may subsequently be granted in favour of the Condominium Corporation, the Municipality, any railway company, any applicable regional municipality, the developer or any public or private utility, including, but not limited to, any telephone supplier, any hydro supplier and any gas supplier for hydro, fuel, telephone, television, cable, sewers, water, municipal or other services or utilities; and, further, the Purchaser covenants and agrees to assume, accept and permit any such easements, rights-of-way, licenses or leases and if such easements, rights-of-way, licenses or leases have not been determined when the Purchaser receives his conveyance, such conveyance may contain a covenant by the Purchaser for himself, and his heirs, executors, administrators, successors and assigns, to grant any additional easements, rights-of-way, licenses or leases as may be required by the Vendor, developer, any municipal or other governmental authority or utility or railway company and the Purchaser further covenants and agrees to execute all documents without charge which may be required to convey or confirm any such easement, right-of-way, license or lease and shall exact a similar covenant in any agreement entered into between the Purchaser and any subsequent purchaser from him;
  - (e) such easements as may be required by the Vendor, the Condominium Corporation and/or adjoining owners for maintenance or encroachment purposes and the encroachments permitted thereby;
  - (f) any agreements, easements or other instruments entered into by the Declarant, the Condominium Corporation, any applicable governmental authority and/or any adjoining landowner;

- (g) any notice registered pursuant to the *Condominium Act, 1998* in respect to the common interest in the condominium corporation attaching to the Real Property as further provided in Schedule "F" hereto and any other agreements, covenants, or other instruments as herein expressly provided and without limiting the generality of the foregoing the Purchaser acknowledges that the roadway on which the Real Property fronts will form part of a common elements condominium corporation pursuant to the *Condominium Act, 1998* and that in connection therewith the Purchaser further acknowledges that: (i) it is the condominium corporation that shall be fully responsible for the maintenance of all services, including without limitation, the roadway, water mains, storm and sanitary sewers and all other services and facilities contained within the common elements of the condominium or within the Real Property and servicing lands other than the Real Property; (ii) the Purchaser hereby indemnifies and saves harmless the Municipality, its officers, employees and agents of, from and against all manner of actions, suits, claims which may be brought against or made upon the Municipality, its officers, employees and agents, or any of them, and of, from and against all loss, costs, damages and expenses which may be sustained, incurred or paid by the Municipality, its officers, employees and agents or any of them, resulting from the sharing of or access to the aforesaid services and if requested the Purchaser agrees to provide such an indemnity addressed to the Municipality on Closing; and (iii) that the Municipality is not required to assume any of the aforesaid services at any time in the future; and
- (h) any minor breaches of any of the foregoing that have been remedied or are in the process of being remedied.
12. Title to the Real Property shall on the Closing Date be good and free from all encumbrances, except as provided for in this Agreement. The title is to be examined by the Purchaser at his own expense and he is not to call for the production of any deeds or abstracts of title, surveys, proof of evidence of title or to have furnished any copies thereof, other than those in the Vendor's possession or as provided for in this Agreement. The Purchaser is to be allowed until thirty (30) days prior to the Closing Date to examine the title at his own expense and if within that time he shall furnish the Vendor in writing with any valid objections to the title which the Vendor shall be unwilling or unable to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate acts or negotiations, be null and void and the monies paid to the Vendor to that date on account of the deposit monies shall be returned as provided for herein and the Vendor shall not be liable for any damages or costs whatsoever, including, without limiting the generality of the foregoing, loss of bargain, relocation costs, loss of income, professional fees and disbursements and any amount paid to third parties on account of decoration, construction or fixturing costs. 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 to the Real Property. The Purchaser acknowledges and agrees that the Vendor shall be entitled to respond to some or all of the requisitions submitted by or on behalf of the Purchaser through the use of a standard title memorandum or title advice statement prepared by the Vendor's solicitors, and that same shall constitute a satisfactory manner of responding to the Purchaser's requisitions, thereby relieving the Vendor and the Vendor's solicitors of the requirement to respond directly or specifically to the Purchaser's requisitions.
13. The Purchaser acknowledges that the Real Property is or will be encumbered by mortgages and/or encumbrances which the Purchaser is not to assume and that the Vendor will not be obligated to obtain and register a discharge of such mortgages and/or encumbrances insofar as they affect the Real Property until a reasonable time after the Closing (as defined in the Tarion Addendum) and the Purchaser shall accept the undertaking of the Vendor's solicitors to obtain and register a discharge within ninety (90) days of Closing of such mortgages and/or encumbrances except as provided for herein and further agrees not to refuse to complete this transaction on the grounds that such mortgages and/or encumbrances have not been discharged.
14. The transfer/deed of land shall be prepared at the Vendor's expense and may contain any or all of the provisions set forth in this Agreement and shall be executed by the Purchaser, if required by the Vendor, and the Purchaser shall execute and deliver on the Closing Date a covenant, undertaking or agreement incorporating all or any of the terms contained herein or as may be required by the Vendor. The Purchaser undertakes and agrees to register the transfer/deed of land at his own expense at the time of Closing. Each party is to pay the cost of registration and taxes on its own documents. The Purchaser shall deliver to the Vendor, on or before the Closing Date, as required by the Vendor the Acknowledgement in the form attached to this Agreement, if any, duly completed and executed. The Purchaser agrees to advise the Vendor or its solicitors no less than thirty (30) days prior to the Closing Date of the manner in which title is to be taken by the Purchaser, including, the date(s) of birth and marital status and the Purchaser shall be required to close the transaction in the manner so advised unless the Vendor otherwise consents in writing, which consent may be arbitrarily withheld, failing which title to the Real Property shall be engrossed in the name of the Purchaser as noted on this Agreement and the Purchaser shall be estopped from requiring any further changes to the manner in which the transfer/deed of land is engrossed.
15. The Purchaser hereby acknowledges the full priority of any mortgage or construction financing arranged by the Vendor and/or secured by the Real Property over his interest as Purchaser for the full amount of the said mortgage or construction financing, notwithstanding any law or statute to the contrary and agrees to execute all acknowledgements or postponements required to give full effect thereto. The Purchaser covenants and agrees that this Agreement is subordinate to and postponed to any mortgages arranged by the Vendor and any advances thereunder from time to time, and to any easement, license or other agreement concerning the Real Property. The Purchaser further agrees to consent to and execute all documentation as may be required by the Vendor in this regard and the Purchaser hereby irrevocably appoints the Vendor as the Purchaser's attorney to execute any consents or other documents required by the Vendor to give effect to this paragraph. The Purchaser hereby consents to the Vendor and its designated or proposed lenders obtaining a consumer's report containing credit and/or personal information for the purposes of this transaction. The Purchaser further agrees to deliver to the Vendor, from time to time, within ten (10) days of written demand from the Vendor, all necessary financial and personal information required by the Vendor in order to evidence the Purchaser's ability to pay the balance of the Purchase Price on the Closing Date, including without limitation, written confirmation of the Purchaser's income, copy of mortgage approval letter and evidence of the source of the payments required to be made by the Purchaser in accordance with this Agreement. Without limiting the generality of the foregoing and notwithstanding any other provision in this Agreement to the contrary, within ten (10) days of written demand from the Vendor, the Purchaser agrees to produce evidence of a satisfactory mortgage approval signed by a lending institution or other mortgagee acceptable to the Vendor confirming that the said lending institution or acceptable mortgagee will be advancing funds to the Purchaser sufficient to pay the balance due on the Closing Date, or other evidence of an ability to close satisfactory to the Vendor and the Vendor's construction lender, in their sole and absolute discretion. If the Purchaser fails to provide the financial and personal information or the mortgage approval as aforesaid, or if the Vendor or the Vendor's construction lender is not satisfied as aforesaid, then the Purchaser shall be deemed to be in default under this Agreement. The Vendor may, in its sole discretion, elect to accept in the place of such mortgage commitment, other evidence satisfactory to the Vendor that the Purchaser will have sufficient funds to pay the balance due on the Closing Date.



16. The Purchaser hereby acknowledges that real estate brokers, sales representatives and real estate developers must fulfill specific obligations as required by the Proceeds of Crime (Money Laundering) and Terrorist Financing Act and associated Regulations (collectively, the "PCMLTFA"). The Purchaser hereby agrees to provide all information, to consent to and execute all documentation as may be required by the Vendor in order to comply with the PCMLTFA as well as any other requirements of the Financial Transactions and Reports Analysis Centre of Canada ("FINTRAC"), including but not limited to compliance programs, know your client (KYC) and due diligence activities, reporting and record keeping. The Purchaser hereby irrevocably appoints the Vendor as the Purchaser's attorney to execute any consents or other documents required by the Vendor to give effect to this paragraph. The Purchaser further agrees to deliver to the Vendor, from time to time, within ten (10) days of written demand from the Vendor, all necessary information required by the Vendor in order to comply with PCMLTFA and FINTRAC. If the Purchaser fails to provide such information, or if the Vendor is not satisfied as aforesaid, then the Purchaser shall be deemed to be in default under this Agreement.
17. In the event that the Municipality does at some point in time provide a release of any of the Subdivision Agreements, the Vendor may either provide such release to the Purchaser for registration of such release by the Purchaser at the Purchaser's expense or register the release, if any, in which event the Purchaser shall pay the Vendor the cost of registration of such release forthwith upon request although the Vendor may, at its option, add such cost to the statement of adjustments as a credit to the Vendor. The foregoing provision does not in any way whatsoever require the Vendor to request any such release or impose an obligation on the Vendor to take any steps to obtain any such release.
18. The Purchaser acknowledges that the transfer/deed of land to the Real Property to be given on the Closing Date may emanate from the registered owner of the Real Property and not from the Vendor herein, and the Purchaser agrees to accept same and to accept such owner's title covenants in lieu of the Vendor's, in the event the Vendor is not the registered owner of the Real Property on Closing. In that event, the Purchaser agrees to execute an acknowledgement on the closing confirming that: (i) the registered owner is providing title directly to the Purchaser at the direction of the Vendor; (ii) the registered owner is not the builder or vendor and has no liability to the Purchaser as such; (iii) the registered owner is not responsible for any matters related to the development of the subject lands or the construction of the dwelling or the common elements; and (iv) the Purchaser releases and forever discharges the registered owner from any manner of claim, costs, damages or other losses in any way related to the development of the subject lands or the construction of the dwelling or the common elements.

#### **PLANNING ACT**

19. This Agreement shall be conditional upon compliance with the subdivision control provision of the *Planning Act* (Ontario), as may be amended, which compliance shall be obtained by the Vendor, at its sole expense, on or before Closing.

#### **INSURANCE**

20. The Purchaser shall place his own insurance on the Real Property for Closing.

#### **ADJUSTMENTS**

21. On the Closing Date, the Purchaser shall pay to the Vendor, as an adjustment on the statement of adjustments, in addition to any other monies required to be paid as set out in this Agreement, the following (plus HST):
- (a) the cost of any enrolment and/or regulatory fees paid by the Vendor for the Real Property under, pursuant to or as a requirement or prerequisite of any governmental authority, regulator and/or applicable legislation or regulation, including, without limitation, the Tarion Warranty Corporation, the Home Construction Regulatory Authority and/or the Condominium Authority of Ontario;
  - (b) common expense contributions attributed to the Real Property, apportioned and allowed from the Closing Date, with that day itself apportioned to the Purchaser, with the Purchaser being obliged to provide to the Vendor on or before the Closing Date an executed pre-authorized payment form in the form presented by the Vendor;
  - (c) any amounts which remain unpaid and owing to the Vendor on account of upgrades and/or extras and/or changes ordered by the Purchaser;
  - (d) the Vendor's proportionate amount of the realty taxes (including local improvement charges) which shall be apportioned and allowed to the Closing Date. Realty taxes (including local improvement charges) shall be estimated by the Vendor for the calendar year in which the transaction is completed as well as for the following calendar year, and shall be adjusted as if such sum has been paid by the Vendor, notwithstanding that same may not have been levied or paid by the Closing Date, subject, however, to readjustment when the actual amount of such taxes are ascertained. Purchasers are acknowledge and agree that the Purchaser shall be solely responsible for any supplementary or omit assessments for realty taxes for period from and after the Closing Date
  - (e) the costs of any hydro meter, sub-meter or check-meter installed in or about the Dwelling, the installation of any such meters, the connection charges for any such meters and the installation and energization charges, as the case may be, of hydro services provided to the Dwelling, provided that adjustments pursuant to this subparagraph shall not exceed \$750.00 plus HST. A certificate of the Vendor or statutory declaration of an officer of the Vendor specifying the said costs shall be final and binding on the Purchaser. The Purchaser shall assume charges for hydro, as well as other utilities and services if applicable, immediately upon the Closing Date and shall execute all contracts, documents and acknowledgements as may be required from time to time by the Vendor, or the Condominium or by such applicable third parties with respect thereto;

- (f) the costs of any water meter, sub-meter or check-meter installed in or about the Dwelling, the installation of any such meters, the connection charges for any such meters and the installation and energization charges, as the case may be, of water services provided to the Dwelling, provided that adjustments pursuant to this subparagraph shall not exceed \$750.00 plus HST. A certificate of the Vendor or statutory declaration of an officer of the Vendor specifying the said costs shall be final and binding on the Purchaser. The Purchaser shall assume charges for water, as well as other utilities and services if applicable, immediately upon the Closing Date and shall execute all contracts, documents and acknowledgements as may be required from time to time by the Vendor, or the Condominium or by such applicable third parties with respect thereto;
- (g) all amounts chargeable and billable to the Purchaser for water, hydro, gas, cable T.V. and any other services arising as a result of the Purchaser's failure to make his own contractual arrangements with the relevant public or private utility authorities and suppliers on the Closing Date and for which the Vendor is subsequently charged, it being the express intent of the parties that it shall be the sole responsibility of the Purchaser to notify all relevant utility authorities and make the necessary contractual arrangements to ensure service to the Dwelling;
- (h) the charges imposed upon the Vendor or its solicitors by the Law Society of Upper Canada upon registration of a transfer/deed of land or charge/mortgage of land or any other instrument;
- (i) the sum of Three Hundred (\$300.00) Dollars as a contribution towards the cost of fees payable by the Vendor to its lenders, including but not limited to the obtaining of (partial) discharges of mortgages not intended to be assumed by the Purchaser;
- (j) any charge imposed by Canada Post in respect of the community mailbox(es), provided that adjustments pursuant to this subparagraph shall not exceed two hundred (\$200.00) dollars;
- (k) any tax, whether categorized as multi-stage sales tax, a business transfer tax, a modified retail sales tax, a value-added tax, or any other type of tax whatsoever that may be levied or charged in the future by any governmental authorities, including, but without limiting the generality of the foregoing the municipal, federal, or provincial governments or any of their agencies, on or with respect to any sale, transfer, lease or disposition of property or any provision of goods or services made in the course of a taxable activity and the Purchaser shall be solely responsible for paying and/or reimbursing the Vendor for such tax, whether or not the legislation imposing such tax places the primary responsibility for payment thereof onto the Vendor, and the Vendor shall be allowed to charge the Purchaser as an adjustment on the Closing Date with the estimated amount of any such tax, notwithstanding that such tax may not have been formally or finally levied and payable with such tax adjustment being subject to readjustment, if necessary, when the actual final assessment or levy is available or determinable;
- (l) the amount of any increase in development charge(s), (collectively the "Levies") assessed against or attributable to the Potl (or assessed against the Real Property or any portion thereof, and attributable to the Potl by pro-rating same in accordance with the proportion or percentage of common interests attributable thereto), pursuant to the *Development Charges Act, 1997*, as amended from time to time, over the amount of such charges that would be exigible as of May 15, 2024 and the amount of any Levies that were not exigible as of May 15, 2024 with respect to the property and were subsequently assessed against the Real Property or attributable to the Potl;
- (m) the amount of any education development charge(s) (the "Education Levies") assessed against or attributable to the Potl (or assessed against the Property or any portion thereof, and attributable to the Potl by prorating same in accordance with the proportion or percentage of common interests attributable thereto), pursuant to the *Education Act*, as amended from time to time;
- (n) the cost with respect to the Vendor completing the final coat of asphalt on the driveway, provided that adjustments pursuant to this subparagraph shall not exceed two thousand three hundred and fifty (\$2,350.00) dollars plus HST for single car driveways, and shall not exceed two thousand eight hundred and fifty (\$2,850.00) dollars plus HST for double car driveways;
- (o) the sum of Three Hundred and Fifty (\$350.00) Dollars as a contribution towards the costs of boulevard tree planting and general landscaping in the vicinity of the Real Property. The Purchaser acknowledges that there may not be a tree planted in front of the Real Property;
- (p) the sum of One Hundred (\$100.00) Dollars as a contribution towards the costs of internet delivery of documentation to the Purchaser's solicitor and of electronic registration of documentation;
- (q) the sum of Two Hundred (\$200.00) Dollars as a contribution towards the costs of preparation of a survey for the Dwelling, if provided by Vendor;
- (r) a sum of One Hundred (\$100.00) Dollars as a contribution towards the cost of the Vendor obtaining and providing a condominium status certificate to the Purchaser;
- (s) all account set up fees, deposits or security which is required to be paid or posted with all utility supplies or such third parties which provide any metering or check-metering or submetering or rental equipment services, if provided by the Vendor shall be paid to the Vendor by the Purchaser in reimbursement of same; and

- (t) any other additional or further adjustments agreed to in writing between the Vendor and Purchaser subsequent to the execution of this Agreement.

If any of the adjustments to be made on the Closing Date cannot be accurately determined at the time of Closing, then the Vendor may estimate the adjustment to be made and the Closing shall take place in accordance with this estimate. There shall be a later and final adjustment when all the items to be adjusted can be accurately determined.

22. The Purchaser acknowledges and agrees that the hot water heater and related equipment is not included in the Purchase Price and that it shall remain chattel property that is not owned by the owner of the Dwelling and shall not be or become a fixture and/or part of the Dwelling. It is currently the intention that said water heater will be a tankless or demand-type water heater. The Purchaser may be informed of the terms and conditions governing the rental of the hot water heater and related equipment prior to Closing, and agrees, if required, to execute on, before or after Closing as the Vendor determines, a rental document or other contract as required by any relevant municipal authority, public or private utility, sub-metering company or third party company with respect to the said hot water heater and related equipment, failing which, at the Vendor's sole option, the Vendor shall be entitled to execute the hot water heater supplier's, sub-metering or other such company's standard rental document or other contract on behalf of the Purchaser as his attorney or agent.
23. In the event any payment tendered (whether by cheque, bank draft, wire transfer, pre-authorized payment or otherwise) by the Purchaser is returned by reason of there not being sufficient funds in the account on which said payment is drawn, the Purchaser shall pay the Vendor for each such returned payment the sum of Five Hundred (\$500.00) plus HST as liquidated damages and not as a penalty which payment shall, at the Vendor's option, be made as an adjustment on the Closing Date in favour of the Vendor or be delivered to the Vendor together with replacement payment.
24. 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 24% per annum, calculated and compounded daily, not in advance and shall be a charge on the Real Property until paid and such charge shall be enforceable in the same manner as a mortgage in default.
25. The Purchaser hereby covenants and agrees to pay the sum of One Hundred and Fifty (\$150.00) Dollars plus HST as an administrative fee for each sum that the Vendor permits to be paid to the Vendor's solicitor on account of the Purchase Price for the PotI by wire transfer or direct deposit. All payments by wire transfer or direct deposit, where permitted by the Vendor and the Vendor's solicitor, shall be made in strict accordance with the provisions of the Vendor's solicitor's wire transfer or direct deposit instructions, which may be amended by the Vendor's solicitor from time to time at its sole and absolute discretion. Without derogation from any other right or remedy of the Vendor, if the Purchaser or the Purchaser's solicitor fails to comply with the wire or direct deposit instructions of the Vendor's solicitor, the Purchaser covenants and agrees to pay an additional adjustment of One Hundred and Fifty (\$150.00) Dollars plus HST as an administrative fee per occurrence.
26. In the event the Purchaser or the Purchaser's solicitor requires a photocopy or PDF scan of this Agreement or any other document contained in the Vendor's solicitor's file, the Purchaser hereby covenants and agrees to pay to the Vendor a fee of \$150.00 plus HST for each such delivery by Vendor's solicitor.
27. In the event that the Purchaser desires to increase the amount to be paid to the Vendor's solicitors on the Closing Date at any time after the expiry of the initial ten (10) day statutory rescission period, or wishes to vary the manner in which the Purchaser has previously requested to take title to the Property, or change his or her solicitor, or change any other information or any documentation reflected in (or comprising part of) the interim closing package or final closing package that is prepared by the Vendor's solicitors, and the Vendor consents to same, then the Purchaser hereby covenants and agrees to pay to the Vendor's solicitor's the legal fees and ancillary disbursements which may be incurred by the Vendor or charged by the Vendor's solicitors in order to implement any of the foregoing so requested by the Purchaser (with the Vendor's solicitors' legal fees for implementing same being \$500.00 plus HST), but without there being any obligation whatsoever on the part of the Vendor to approve of, or to implement, any of the foregoing so requested.
28. In the event that the Purchaser requests any change to this Agreement for which an amendment is required after the expiry of the statutory ten day cooling off period, or wish to terminate the transaction with the mutual agreement of the Vendor, and the Vendor consents to same, then the Purchaser hereby covenants and agrees to pay to the Vendor's legal fees (and ancillary costs) being \$500.00 plus HST, but without there being any obligation whatsoever on the part of the Vendor to approve of, or to implement, said amendment or termination so requested.

**HARMONIZED SALES TAX**

29. (a) It is acknowledged and agreed by the parties hereto that the Purchase Price already includes a component equivalent to 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 less the Rebate as defined below (hereinafter referred to as the "HST"), and that the Vendor shall remit the HST to Canada Revenue Agency ("CRA") on behalf of the Purchaser forthwith following the completion of this transaction. The Purchaser hereby warrants and represents to the Vendor that with respect to this transaction, the Purchaser qualifies for the federal and provincial new housing rebates applicable pursuant to the *Excise Tax Act* (Canada), as may be amended, (collectively, the "Rebate") and further warrants and represents that the Purchaser is a natural person who is acquiring the Real Property with the intention of being the sole beneficial owner thereof on the Closing Date (and not as the agent or trustee for or on behalf of any other party or parties), and covenants that upon the Closing Date the Purchaser or one or more of the Purchaser's relations (as such term is defined in the *Excise Tax Act*) shall personally occupy the Dwelling as his primary place of residence, for such period of time as shall be required by the *Excise Tax Act*, and any other applicable legislation, in order to entitle the Purchaser to the Rebate (and the ultimate assignment thereof to and in favour of the Vendor) in respect of the Purchaser's acquisition of the Real Property. The Purchaser further warrants and represents that he has not claimed (and hereby covenants that the Purchaser shall not hereafter claim), for the Purchaser's own account, any part of the Rebate in connection with the Purchaser's acquisition of the Real Property, save as may be otherwise hereinafter expressly provided or contemplated. The Purchaser hereby irrevocably assigns to the Vendor all of the Purchaser's rights, interests and entitlements to the Rebate (and concomitantly releases all of the Purchaser's claims or interests in and to the Rebate, to and in favour of the Vendor), and hereby irrevocably authorizes and directs CRA to pay or credit the Rebate directly to the Vendor. In addition, 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 on or before the Closing Date), all requisite documents and assurances that the Vendor or the Vendor's solicitors may reasonably require in order to confirm the Purchaser's entitlement to the Rebate and/or to enable the Vendor to obtain the benefit of the Rebate (by way of assignment or otherwise), including without limitation, the GST/HST New Housing Rebate Application for Houses Purchased from a Builder or other similar form as prescribed from time to time (the "Rebate Form"). The Purchaser 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 Rebate, plus penalties and interest thereon) which the Vendor may suffer, incur or be charged with, as a result of the Purchaser's failure to qualify for the Rebate, or as a result of the Purchaser having qualified initially but being subsequently disentitled to the Rebate, or as a result of the inability to assign the benefit of the Rebate to the Vendor (or the ineffectiveness of the documents purporting to assign the benefit of the Rebate to the Vendor). As security for the payment of such amount, the Purchaser does hereby charge and pledge his interest in the Real Property with the intention of creating a lien or charge against same. It is further understood and agreed by the parties hereto that:

- (i) if the Purchaser does not qualify for the 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 Form 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 Rebate and/or to ensure that the Vendor ultimately acquires (or is otherwise assigned) the benefit of the Rebate; or
- (ii) if the Vendor believes, for whatever reason, that the Purchaser does not qualify for the 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 notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Purchaser shall be obliged to pay to the Vendor (or to whomsoever the Vendor may in writing direct), by certified cheque delivered on the Closing Date, an amount equivalent to the Rebate, in addition to the Purchase Price and in those circumstances where the Purchaser maintains that he is eligible for the Rebate despite the Vendor's belief to the contrary, the Purchaser shall (after payment of the amount equivalent to the Rebate as aforesaid) be fully entitled to pursue the procurement of the Rebate directly from CRA. It is further understood and agreed that in the event that the Purchaser intends to rent out the Dwelling before or after the Closing Date, the Purchaser shall not be entitled to the Rebate, but may nevertheless be entitled to pursue, on his own after the Closing Date, the federal and provincial new rental housing rebates directly with CRA, pursuant to Section 256.2 of the *Excise Tax Act*, as may be amended, and other applicable legislation to be enacted relating to the provincial new rental housing rebate.

- (b) 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*. 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 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.

**EXTRAS/UPGRADES**

30. The Purchaser covenants and agrees that he shall pay to the Vendor in advance for all extras, upgrades or changes ordered by the Purchaser at the time such order is made, failing which, the Vendor shall have no obligation to provide the requested extras or changes, and the Purchaser further acknowledges and agrees that such payment is non-refundable in the event that this transaction is not completed as a result of the Purchaser's default under any of the terms of this Agreement. Notwithstanding anything herein contained to the contrary, the Purchaser acknowledges and agrees that if, upon Closing, any of the extras, upgrades or changes ordered by the Purchaser remain incomplete in whole or in part or if the Vendor shall, in its sole discretion, determine that it will not provide extras, upgrades or changes or cannot complete the extras, upgrades or changes, then there shall be refunded to the Purchaser upon the Closing Date that portion of the amount paid by the Purchaser in connection with such extras, upgrades or changes allocated to those extras, upgrades or changes which remain incomplete in whole or in part as aforesaid, as determined by the Vendor. In the event such extras, upgrades or changes were included at no charge whether or not included as part of this Agreement then the Vendor's cost of completing such incomplete items will be refunded as determined by the Vendor in its sole discretion. The Purchaser further acknowledges and agrees that the amount so paid to the Purchaser (or for which, in the alternative, the Purchaser receives 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 the extras, upgrades or changes which remain incomplete as aforesaid. The Purchaser further acknowledges that the Vendor's liability with respect to such incomplete extras, upgrades or changes shall be limited to the return of the amounts referred to aforesaid and, thereafter, there shall be no further liability upon the Vendor in connection with such incomplete extras, upgrades or changes and upon such payment being made or credit being given, the Vendor shall be deemed to have been released from any and all obligations, claims or demands whatsoever with respect to such incomplete extras, upgrades or changes.
31. 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.

**NOTICE AND WARNING CLAUSES**

32. The Purchaser acknowledges that the Subdivision Agreements and any and/or future development agreements between the Vendor and the Municipality or any other applicable party may require the Vendor to provide the Purchaser with certain notices or warnings including, without limiting the generality of the foregoing, notices or warnings regarding the use of the Real Property, environmental issues, noise levels from adjacent roadways or otherwise, maintenance of municipal fencing, school transportation and related educational issues, and the status of services and works in the Development. The Purchaser acknowledges and agrees that the Vendor may be unable, at this time, to provide the Purchaser with all such notices and warnings. On or before Closing, the Purchaser shall forthwith execute upon request an acknowledgment or amendment to this Agreement containing the required notices and warning clauses. The Purchaser acknowledges and agrees that the Vendor may be unable to sell the Real Property to the Purchaser unless the Purchaser executes such acknowledgments or amendments as aforesaid. In the event that the Purchaser fails to execute such acknowledgments or amendments forthwith upon being requested to do so, the Vendor shall be entitled, at its sole option, to terminate this Agreement and upon such termination, all monies paid to the Vendor hereunder shall be forfeited to the Vendor and this Agreement shall be at an end, and the Purchaser shall not have any further rights hereunder. Alternatively, at the sole discretion of the Vendor, after all required notices and warnings are available, a copy thereof may be sent to the Purchaser as a notice in the manner set out in this Agreement and such transmittal shall constitute acknowledgment of receipt of a copy thereof and the Purchaser irrevocably designates the Vendor as its attorney and/or agent to execute and deliver on his behalf to the Municipality or any other applicable party any required acknowledgments with respect thereto. Without limiting the generality of the foregoing, the Purchaser acknowledges being advised of the notices restrictions as set out in Schedule "W" to this Agreement of Purchase and Sale.

**INSURANCE/RISK**

33. All buildings and equipment comprising the Dwelling and the Real Property shall be and remain at the risk of the Vendor until Closing and pending completion of the sale, the Vendor will hold all insurance policies and the proceeds thereof for the Vendor's benefit alone. In the event of damage to the Dwelling, the Vendor may either in its sole discretion (a) repair the damage, finish the Dwelling and complete the sale and, if necessary, delay the Closing Date in the manner permitted in the Tarion Addendum; or (b) terminate this Agreement and return to the Purchaser all deposit monies paid by the Purchaser to the Vendor payable under law if the damage to the Dwelling has frustrated this Agreement at law.

**PURCHASER COVENANTS AND AGREEMENTS**

34. Notwithstanding the closing of this transaction, the Purchaser hereby authorizes and shall not obstruct or interfere in any way with the Vendor, the developer, the Municipality, the regional municipality, the public and/or private utilities, the telephone and/or cable company or persons authorized by any of them, free access to the Real Property and the Dwelling at all reasonable hours in order to make inspections and to do such work or repairs, including, but not restricted to, correction of sodding and/or grading, installation of catch basins, installation, repair, construction or reconstruction and/or maintenance of any of the municipal services, public and/or private utilities and other services, including sewers and water mains; and for any of the purposes aforesaid or related thereto, such entry on the Real Property and Dwelling by any such persons shall not be deemed to be committing trespass and the Purchaser does hereby give leave and licence to any of such persons for the purposes aforesaid and free access for any such persons shall continue for such period of time as may be set out in the Subdivision Agreements or any other agreements affecting the Real Property or as may be required by the Vendor or the developer and/or any municipal or governmental authority, regulatory body or public or private utility. The Purchaser further covenants to comply with and not to breach any of the Subdivision Agreements or any other such agreements.
35. The Purchaser undertakes and covenants that he will not, at any time either before or after the Closing Date, without the prior written authority of the Vendor and the developer (which may be unreasonably or arbitrarily withheld) interfere with or alter the drainage ditch, obstruct the natural flow of water or obstruct the drainage as designed and engineered by the developer, erect fences, porches, patios, planting, paving, swimming pool, clothes lines or obstructions of any kind, remove top soil or subsoil, cut down living trees or do anything which may change or alter the grading or obstruct the drainage of the Real Property or surrounding lots or lands in any way and if he does, the Vendor or its servants, successors, agents and assigns may enter thereon and correct such grading or remove or relocate such obstructions at the Purchaser's expense and be paid, forthwith upon demand, the cost thereof. The Purchaser shall adhere to the overall drainage patterns of the Development, including such easements as may exist or may be required for the purpose of water drainage upon the Real Property to and from adjoining lands, and the Purchaser agrees to grant such easements as may be required from time to time by the Vendor or developer for drainage. The foregoing covenant may, at the option of the Vendor, be included in any transfer of title to the Purchaser and shall run with the land. The Purchaser agrees that unless the Condominium Corporation is required to do so, 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 later, and the Vendor shall have no obligation in that regard whatsoever. If the Vendor is required by the developer or any governmental authority to replace any laid sod as a result of the Purchaser's default under this Section, the Purchaser shall promptly pay the Vendor for same and the Vendor shall not be obliged to do so until payment has been made therefore in full to the Vendor by the Purchaser.
36. The Vendor hereby notifies the Purchaser and the Purchaser acknowledges that the developer has agreed to provide and pay for paved roads, sidewalks, curbs, street lighting, sanitary and storm sewers, street signs and other services as required by the Subdivision Agreements and that such is the responsibility of the developer and not the Vendor. In the event that title to the Real Property is transferred directly from the developer or another party (the "Party") rather than the Vendor, the Purchaser covenants and agrees to execute and deliver on the Closing Date an acknowledgement and release in a form satisfactory to the Vendor and/or developer and/or the Party releasing the developer or the Party, as the case may be, from any and all matters in respect of the within transaction and acknowledging that the developer or the Party, as the case may be, has no liability, obligation or responsibility to the Purchaser.
37. The Purchaser agrees that until all lots or blocks in the Development are sold, the Vendor shall have the exclusive right to maintain model homes, signs, sales staff and marketing material(s) in the Development and to show prospective purchasers through the Development and through any unsold homes and the Purchaser agrees not to display any sign on the Real Property offering the Real Property for sale or rent until after the Closing Date. In the event that the Purchaser displays any such sign on the Real Property, the Vendor shall have the absolute right to enter on the Real Property and remove such sign without such act being a trespass.
38. The Purchaser agrees that in the event that there is any water leakage into the basement or any other damage of any kind or nature whatsoever which the Vendor shall be required at law or by Tarion to repair, the Vendor shall not be liable for any consequential damage caused by the water or otherwise nor for any damage to any improvements, fixtures, furnishings or personal property of the Purchaser, but shall be responsible only for the repair of such damage or leakage in accordance with the terms hereof. Further, the Purchaser waives his right to any claim against the Vendor for damage to the Dwelling due to shrinkage, warpage, twisting or settlement or any secondary or consequential damage resulting therefrom. 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 Dwelling. The Purchaser further acknowledges that the Vendor is not responsible for the repair of any exterior work resulting from 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. The Purchaser agrees that this Section may be pleaded by the Vendor in estoppel of any claims by the Purchaser pursuant to this Section.
39. 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.

40. The Purchaser agrees that prior to the Closing Date he will not in any circumstances enter onto the Real Property without the express written authority of the Vendor and accompanied by a representative of the Vendor and any entry other than as aforesaid shall be deemed to be a trespass and the Vendor shall be entitled to exercise any rights that it may have pursuant to this Agreement or at law as a result of same. In addition, the Purchaser agrees that he will not in any circumstances, either personally or by his agent, servant or authorized representative, perform or have performed any work of any nature or kind whatsoever on the Dwelling or the Real Property prior to the conveyance of the Real Property to the Purchaser and in the event of a breach of this covenant, the Vendor shall be entitled, at its sole option, to deem such breach as an event of default by the Purchaser under this Agreement or to take whatever steps are necessary to remove, correct or remedy any such work, and in such event, at the Vendor's sole option, the costs and expenses thereof plus a fifteen percent (15%) administration fee shall be paid to the Vendor by the Purchaser forthwith upon demand by the Vendor or added to the Purchase Price as an adjustment on the Closing Date. In the event the Vendor completes the sale of the Real Property to the Purchaser all warranties related to any items and/or matters the Purchase affected by his actions shall be voided.
41. The Purchaser acknowledges that due to the nature and extent of construction work which will be required to be undertaken by the Vendor on the Real Property in connection with the excavation, erection, and construction of the Dwelling, one or more trees may be removed from the Real Property and others may or will suffer damage or destruction both before and after Closing, as a result of the removal, interference or the destruction of roots, contact with the trunk by equipment or machinery or otherwise. The Purchaser hereby acknowledges, covenants, and agrees that the Vendor shall not be responsible or liable in any manner, whatsoever, for any loss or destruction to trees or for any loss or destruction to the property of the Purchaser howsoever caused nor shall the Vendor be responsible or liable for the removal of any trees or parts thereof, from the Real Property, at any time, whatsoever. It is understood and agreed that the Vendor has made no representation, warranty, guarantee, collateral agreement or condition whatsoever, regarding the preservation, removal, condition or health of trees on the Real Property.
42. The Purchaser agrees that he will not, for a period of at least two (2) years from the Closing Date, plant any trees, shrubs, vines, hedges or other such landscaping on the Real Property that will interfere with, alter or change the grading or obstruct the drainage of the Real Property or surrounding lots or lands without the express written consent of the Vendor which consent may be unreasonably or arbitrarily withheld. The Vendor shall have the right during such period to enter on the Real Property, without notice to the Purchaser, and to remove, without any liability, whatsoever, any such trees, shrubs, vines, hedges or other landscaping planted on the Real Property in contravention of this Section without such act being a trespass.
43. The Purchaser covenants and agrees to provide all requisite information and materials including proof respecting income and source of funds as the Vendor may require to determine the Purchaser's credit worthiness. The Purchaser acknowledges that it may be necessary for the Vendor to obtain credit or other information in order to satisfy itself as to the Purchaser's credit worthiness and authorizes the Vendor and the Vendor's designated or proposed construction lender(s) from time to time to obtain any consumer reports or other information it may require and any consumer reporting agency or credit bureau is hereby authorized to release such information as the Vendor may request.
44. 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.

#### **NON-REGISTRATION AND NO ASSIGNMENT AND NO OBJECTION**

45. The Purchaser covenants and agrees that he will at no time register or attempt to register this Agreement on title to the Real Property by way of caution, deposit, assignment or in any way whatsoever, and it is expressly agreed by all parties hereto that any such registration or attempt by the Purchaser or anyone acting for or through him shall constitute an event of default under this Agreement. In the event that this Agreement, a caution, a deposit, an assignment or any other instrument whatsoever is registered against or dealing with the title in contravention of this provision, then the Purchaser hereby appoints the Vendor his true and lawful attorney and/or agent for the purposes of removing the instrument from title, including the giving of any discharge, lifting or release of any caution, deposit or the assignment of any rights pursuant to this Agreement. The Purchaser hereby irrevocably consents to a court order removing any such notice of this Agreement, caution, deposit or any other documents or instruments whatsoever from title to the Real Property. The Purchaser shall bear all costs incurred by the Vendor in the exercise of any of its rights pursuant to this provision. The Purchaser acknowledges that notwithstanding any rule of law to the contrary that by executing this Agreement he has not acquired any equitable or legal interest in the Dwelling or the Real Property.
46. The Purchaser covenants and agrees that he will in no way, directly or indirectly, list for sale or lease, advertise for sale or lease, rent, convey, transfer, sell or lease, direct title or in any way assign his interest under this Agreement or the Purchaser's rights and interests hereunder or in the Real Property, or directly or indirectly permit any third party to list or advertise the Real Property for sale or lease at any time prior to the Closing Date without the prior written consent of the Vendor which consent may be unreasonably or arbitrarily withheld. The Purchaser acknowledges and agrees that once a breach of the preceding covenant and agreement occurs such breach shall be a default hereunder and, at the Vendor's sole option, be deemed incapable of rectification, and accordingly the Purchaser acknowledges and agrees that in the event of such breach the Vendor shall have the unilateral right and option of taking whatever steps are available to the Vendor in the event of the Purchaser's default.

47. The Purchaser covenants and agrees that he shall not directly nor indirectly object to nor oppose any official plan amendment(s), rezoning application(s), severance application(s), minor variance application(s) and/or site plan application(s), nor any other applications ancillary thereto relating to the development of the Real Property, or any neighboring or adjacent lands. The Purchaser further acknowledges and agrees that this covenant may be pleaded as an estoppel or bar to any opposition or objection raised by the Purchaser thereto.

#### ELECTRONIC REGISTRATION AND TENDER

48. (a) The parties waive personal tender and agree that tender in the absence of any other mutually acceptable arrangement and subject to the provisions of this Agreement shall be validly made by the Vendor upon the Purchaser by a representative of the Vendor (which shall include the Vendor's solicitor) attending or being available at the offices of the Vendor's solicitors at 3:30 p.m. on the Closing Date and remain there until 4:30 p.m. of the same date and being ready, willing and able to complete the subject transaction. In the event the Purchaser or his solicitor fails to appear or appears and fails to close the subject transaction such attendance by the Vendor's representative shall be deemed satisfactory evidence that the Vendor was ready, willing and able to complete the sale at such time. Payment shall be tendered by certified cheque drawn on any Canadian chartered bank.
- (b) The Purchaser agrees that keys may be released to the Purchaser at the construction site, sales office or the Condominium building on the Closing Date, as applicable. The Vendor's advice that the keys are available shall be valid tender of possession of the Real Property to the Purchaser.
- (c) Notwithstanding anything contained herein to the contrary, in the event the Purchaser or his Solicitor advise the Vendor or its Solicitors, on or before the Closing Date that the Purchaser is unable or unwilling to complete the purchase or take occupancy, the Vendor is relieved of any obligation to make any formal tender upon the Purchaser or his Solicitor and may exercise forthwith any and all of its right and remedies provided for in this Agreement and at law.
49. 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 Property is registered, then at the option of the Vendor's Solicitors, the following provisions shall prevail:
- (a) The Purchaser shall be obliged to retain a solicitor, who is both an authorized TERS user and in good standing with the Law Society of Ontario to represent the Purchaser in connection with the completion of the transaction. The Purchaser shall authorize such solicitor to, at the option of the Vendor's Solicitors, either execute an escrow closing agreement with the Vendor's Solicitors on the standard form recommended by the Law Society of Ontario (hereinafter referred to as the "Escrow Document Registration Agreement") establishing the procedures and timing for completing this transaction or to otherwise agree to be bound by the procedures set forth in the Escrow Document Registration Agreement.
- (b) The delivery and exchange of documents, monies and keys to the Dwelling, and the release thereof to the Vendor and the Purchaser, as the case may be:
- (i) shall not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation); and
- (ii) shall be governed by the Escrow Document Registration Agreement, pursuant to which the solicitor receiving the documents, keys and/or certified funds 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 Escrow Document Registration Agreement.
- (c) The Purchaser expressly acknowledges and agrees that he or she will not be entitled to receive the Transfer/Deed to the Real Property for registration until the balance of funds due on closing, in accordance with the statement of adjustments, are either remitted by certified cheque via personal delivery or by electronic funds transfer to the Vendor's Solicitors (or in such other manner as the latter may direct) prior to the release of the Transfer/Deed for registration. The Purchaser covenants and agrees to register the Transfer/Deed to the Real Property at his or her own expense on the title transfer date.
- (d) Each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the Real Property may be delivered to the other party hereto by electronic transmission (or by a similar system reproducing the original of electronically signed documents through the Internet), provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto which may be by electronic signature. The party transmitting any such document shall also deliver the original of same [unless the document is an electronically signed document pursuant to the *Electronic Commerce Act* of Ontario, as may be amended] to the recipient party by overnight courier sent the day after Closing, if same has been so requested by the recipient party; and



- (e) Notwithstanding anything contained in this Agreement to the contrary, but subject to the provisions of paragraph 48 above, 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 Solicitors have:
- (i) delivered all closing documents and/or funds to the Purchaser's solicitor in accordance with the provisions of the Escrow Document Registration Agreement or the provisions of this Agreement, and keys are made available for the Purchaser to pick up at the Vendor's sales or customer service office or other location at the discretion of the Vendor;
  - (ii) advised the Purchaser's solicitor, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
  - (iii) has completed all steps required by TERS in order to complete this transaction that can be performed or undertaken by the Vendor's Solicitors without the cooperation or participation of the Purchaser's solicitor, and, specifically, when the Transfer of the Real Property is created on the TERS system and messaged to the Purchaser's solicitor under the TERS system;
- 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.
- (f) The Purchaser covenants and agrees to direct its solicitor to provide the Vendor's Solicitors with a copy of the registered Transfer/Deed forthwith after registration of said Transfer/Deed.

#### ELECTRONIC COMMERCE ACT

50. Pursuant to subsection 3(1) and any other relevant provisions of the Electronic Commerce Act of Ontario, as amended (or any successor or similar legislation): (i) the Purchaser acknowledges and agrees to use and accept any information and/or document to be provided by the Vendor and/or the Vendor's Solicitors in respect of this transaction in an electronic form if, when and in the form provided by the Vendor and/or the Vendor's Solicitors; and (ii) the Purchaser acknowledges and agrees to provide to the Vendor and/or its solicitors any information and/or document required in respect of this transaction in an electronic form as, when and in the form required by the Vendor and/or the Vendor's Solicitors, in the Vendor's sole and unfettered discretion.

51. Furthermore, it is expressly acknowledged and agreed by the parties hereto that:

- (g) the Vendor's execution and delivery of this Agreement and any schedules, amendments and/or addendums thereto, and any and all documents ancillary thereto, including any documents required or desired in connection with the Interim Occupancy closing and/or final closing of this purchase and sale transaction (including without limitation, the Vendor's provision and delivery of any notices and/or documents that may be required to be in writing);
- (h) the Purchaser's execution and delivery of this Agreement and any schedules, amendments and/or addendums thereto, and any and all documents ancillary thereto, including the acknowledgement of receipt of the executed agreement of purchase and sale and/or the Condominium's disclosure statement, as well as any documents required or desired in connection with the Interim Occupancy closing and/or final closing of this purchase and sale transaction (including without limitation, the Purchaser's provision and delivery of any notices and/or documents that may be required to be in writing); and
- (i) the Condominium Corporation's execution and delivery of any status certificate(s) prior to the Condominium's turnover meeting;

may be made or manifested in an electronic format, and may be executed by way of an electronic signature of any such documents (undertaken by or through a computer program, or by any other electronic means, including without limitation, by or through DocuSign Inc.'s electronic signing platform, or by any other similar secure electronic application or platform), as expressly contemplated and permitted by the *Electronic Commerce Act 2000, S.O. 2000, as amended*, and as and when any such document(s) is/are executed by way of an electronic signature, same shall thereupon be deemed to be valid, binding and enforceable upon the party or parties so executing same electronically. For purposes of clarification, the terms "electronic signature" and "electronic" shall have the meanings respectively ascribed to such terms in the *Electronic Commerce Act 2000, S.O. 2000, as amended*. If and when either or both of the parties hereto executes this Agreement by or through DocuSign Inc.'s electronic signing platform (or by any other similar secure electronic application or platform), then such party or parties shall, upon the request of the other, be obliged to forthwith provide the other party hereto with a certificate of completion produced or issued by DocuSign Inc. (or any similar certificate issued by any other secure electronic platform) which confirms, verifies and/or validates the electronic signature of the party or parties so executing same electronically. **Notwithstanding anything hereinbefore provided to the contrary, it is expressly understood and agreed that the Purchaser shall nevertheless be obliged to provide and deliver to the Vendor's Solicitors at least one originally-signed HST New Housing Rebate Form (and not an electronically-signed version thereof, nor a photocopy, a telefaxed copy or a scanned/e-mailed copy thereof) in connection with the final closing of this purchase and sale transaction.**

52. It is expressly acknowledged and agreed by the parties hereto that a photocopy or a scanned and e-mailed copy of this executed Agreement may be relied upon (and correspondingly enforced) to the same extent as if it were an originally-executed version.

**DEFAULT AND REMEDIES**

53. (a) The Purchaser shall be deemed to be in default under this Agreement in each and every one of the following events, namely:
- (i) upon the non-payment of all or any portion of the Purchase Price, or any other amount due hereunder;
  - (ii) upon a breach of, or failure in the performance or observance of any covenant, term, agreement, restriction, stipulation or provision of this Agreement to be performed and/or observed by the Purchaser; and
  - (iii) upon any lien, execution or encumbrance arising from any action or default whatsoever of the Purchaser being charged against or affecting the Real Property.
- (b) A certificate of the Vendor or 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, shall be conclusive evidence of the facts therein stated. If such default continues for five (5) days after written notice thereof has been given to the Purchaser or the Purchaser's solicitor by the Vendor or its solicitors (other than any default by the Purchaser on the Closing Date, for which no notice or period to remedy shall be given or required), then in addition to any other rights or remedies which the Vendor may have, the Vendor, at its option, shall have the rights and remedies as set out below.
- (c) In the event of a default by the Purchaser, then, in addition to any other rights or remedies which the Vendor may have, the Vendor, at its sole option, shall have the right to terminate this Agreement and preserve any rights the Vendor may have against the Purchaser and in such event, 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 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 the event the Vendor's solicitors are holding any of the deposit monies in trust pursuant to this Agreement, then in the event of a default, the Vendor's solicitors shall pay to the Vendor the said deposit monies together with any interest accrued thereon, provided the Vendor has delivered to its solicitors a certificate of the Vendor or an officer of the Vendor, certifying that the Purchaser has committed a default pursuant to this Agreement that has not been remedied and that the Vendor has terminated this Agreement and that the Vendor is therefore entitled to the said deposit monies and accrued interest, if any. Thereupon the Purchaser hereby releases the Vendor's solicitors from any obligation to hold the said deposit monies, if any, and interest, if any, in trust, and shall not make any claim whatsoever against the said solicitors and the Purchaser hereby irrevocably authorizes and directs the said solicitors to deliver the said deposit monies, if any, and accrued interest, if any, to the Vendor.
- (d) 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 (whether of a more onerous nature or not) which the Vendor may have at law, in equity or under any other provisions 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, or 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. In the event the Purchaser fails to make payment of any amount as and when required pursuant to the terms of this Agreement, the payment amount shall bear interest at a rate equal to eight per cent (8%) above the prime rate of the Vendor's bank, calculated from the due date to the date of payment. Prime rate for any day means the prime lending rate of interest expressed as a rate per annum (computed on a year of 365 days) which the Vendor's bank establishes from time to time as the reference rate of interest in order to determine interest rates it will charge for demand loans made in Canada in Canadian dollars as the same is in effect from time to time. In the event of any other default under this Agreement by the Purchaser the Vendor shall have the right, at its sole option, but not the obligation, to take whatever steps are necessary to correct and/or remedy such default and the Purchaser shall pay forthwith to the Vendor upon demand the costs and expenses of the Vendor in doing so plus a fifteen percent (15%) administration fee. In the event the Purchaser fails to pay any of the foregoing amounts to the Vendor after demand the Vendor shall have the right, at its option, to add any of such outstanding amounts to the Purchase Price as an adjustment on the Closing Date. In addition, in the event that the Purchaser delays the Closing Date, the Vendor shall have the right to charge Two Hundred Dollars (\$200.00) plus HST per day as liquidated damages for each day of the delay, plus the Vendor's legal fees (and ancillary costs) of Five Hundred Dollars (\$500.00) plus HST per delay towards the administration of a delayed occupancy or closing, as applicable, and to amend and/or create documentation, but without there being any obligation whatsoever on the part of the Vendor to consent to any such delays. Furthermore, the Purchaser shall pay the Vendor's solicitor's fees in the amount of Two Hundred and Fifty Dollars (\$250.00), plus applicable taxes and disbursements, for each letter or other form of notice sent to the Purchaser or the Purchaser's solicitor relating to any default by the Purchaser.
54. The Purchaser covenants and agrees to pay to the Vendor all amounts to correct and remedy all damage caused by the Purchaser or those for whom he is in law responsible to any services installed within the Development, which services shall, without limitation, include survey stakes, landscaping, trees, curbs, curb cuts, streets, roads, sidewalks, street signs, street lighting, sanitary and storm sewers and any underground services installed by or on behalf of any public or private utilities. The amounts so paid by the Vendor shall form and constitute a Vendor's lien against the Real Property which Vendor's lien may be enforced in the same manner as a mortgage/charge thereon.

55. The Purchaser agrees that the Vendor shall have a Vendor's Lien on the Closing Date for unpaid purchase monies, adjustments and/or claims herein provided, together with interest thereon as set forth in paragraph 24 hereof and shall be entitled to register a Notice of Vendor's Lien against the Real Property any time after the Closing Date. Similarly, if the Purchaser was credited for the Rebate on the Closing Date but it is subsequently determined that the Purchaser does not qualify for the Rebate, the Vendor shall have a Vendor's Lien for the amount of the Rebate credited to the Purchaser, plus legal fees and disbursements incurred by the Vendor as a result of the Purchaser's improper claim for the Rebate, and the Vendor shall be entitled to register a Notice of Vendor's Lien against the Real Property. 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.
56. The Purchaser hereby agrees to indemnify and save harmless the Vendor, its servants and agents, successors and assigns, from all actions, causes of action, claims and demands whatsoever for, upon or by reason of any damage, loss or injury to a person or property of the Purchaser or any of his friends, relatives, workmen, agents or anyone else for whom at law the Purchaser is responsible who have entered on the Real Property or any part of the Development whether with or without the authorization, express or implied, of the Vendor.
57. No waiver by the Vendor of any breach of covenant or default in the performance of any obligation hereunder or any failure by the Vendor to enforce its rights herein shall constitute any further waiver of the Vendor's rights herein, it being the express intent of the parties that any waiver or forbearance in enforcing its rights by the Vendor shall apply solely to that particular breach or failure.
58. Notwithstanding anything contained in this Agreement it is understood and agreed by the parties hereto that in the event that construction of the Dwelling is not completed on or before the Closing Date for any reason or in the event the Vendor cannot complete the subject transaction on the Closing Date, other than as a result of the Purchaser's default, the Vendor shall not be responsible or liable to the Purchaser in any way for any damages or costs whatsoever including without limitation loss of bargain, relocation costs, loss of income, professional fees and disbursements and any amount paid to third parties on account of decoration, construction or fixturing costs other than those costs set out in the Tarion Addendum. Furthermore, in the event this Agreement is terminated for any reason, but through no fault of the Purchaser, all deposit monies paid by the Purchaser towards the Purchase Price, together with any interest required by law to be paid, shall be returned to the Purchaser; provided however, that the Vendor shall not be obligated to return any monies paid by the Purchaser as an Occupancy Fee. The Vendor shall be entitled to require the Purchaser to execute a release of any surety, lender or any other third party requested by the Vendor in its discretion prior to the return of such monies. In no event shall the Vendor or its agents be liable for any damages or costs whatsoever and without limiting the generality of the foregoing, for any loss of bargain, for any loss of opportunity, for any relocating costs, or for any professional or other fees paid in relation to this transaction. This provision may be pleaded by the Vendor as a complete defence to any such claim.

#### **CAUSE OF ACTION/VENDOR ASSIGNMENT**

59. (a) The Purchaser acknowledges and agrees that notwithstanding any rights which he might otherwise have at law or in equity arising out of this Agreement, the Purchaser shall not assert any of such rights, nor have any claim or cause of action whatsoever as a result of any matter or thing arising under or in connection with this Agreement (whether based or founded in contract law, tort law or in equity, and whether for innocent misrepresentation, negligent misrepresentation, breach of contract, breach of fiduciary duty, breach of constructive trust or otherwise), against any person, firm, corporation or other legal entity, other than the person, firm, corporation or legal entity specifically named or defined as the Vendor herein, even though the Vendor may be (or may ultimately be found or adjudged to be) a nominee or agent of another person, firm, corporation or other legal entity, or a trustee for and on behalf of another person, firm, corporation or other legal entity, and this acknowledgment and agreement may be pleaded as an estoppel and bar against the Purchaser in any action, suit, application or proceeding brought by or on behalf of the Purchaser to assert any of such rights, claims or causes of action against any such third parties.
- (b) At any time prior to the Closing Date, the Vendor shall be permitted to assign this Agreement (and its rights, benefits and interests hereunder) to any person, firm, partnership or corporation and upon any such assignee assuming all obligations under this Agreement and notifying the Purchaser or the Purchaser's solicitor of such assignment, the Vendor named herein shall be automatically released from all obligations and liabilities to the Purchaser arising from this Agreement, and said assignee shall be deemed for all purposes to be the vendor herein as if it had been an original party to this Agreement, in the place and instead of the Vendor.

**NOTICE**

60. Any notice required to be delivered under the provisions of the Tarion Addendum shall be delivered in the manner required therein.
61. Any other notice given pursuant to the terms of this Agreement shall be deemed to have been properly given if it is in writing and is delivered by hand, ordinary prepaid post, facsimile transmission or electronic mail to the attention of the Purchaser or the Purchaser's solicitor to their respective addresses set out in this Agreement and to the Vendor or the Vendor's solicitors to their respective addresses set out in this Agreement or in all cases such other address as may from time to time be given by notice in accordance with the foregoing. Such notice shall be deemed to have been received on the day it was delivered by hand, facsimile transmission or electronic mail and upon the third day following posting excluding Saturdays, Sundays and statutory holidays. In the event of a mail stoppage or slow down, all notices shall be delivered, sent by facsimile transmission or sent by electronic mail. This Agreement or any amendments or addendum thereto may, at the Vendor's option, be properly delivered, if delivered by facsimile transmission or if a copy of same is computer scanned and forwarded by electronic mail to the other party.

**KEYS**

62. The Purchaser agrees that keys may be released to the Purchaser at the Vendor's sales office, customer service office or construction site office upon completion of this transaction, unless otherwise determined by the Vendor. The Vendor's or its solicitors' advice that keys are available for release to the Purchaser constitutes a valid delivery of keys to the Purchaser.

**ONE-TIME UNILATERAL RIGHT TO EXTEND CLOSING**

63. The Vendor shall have a one-time unilateral right to extend the Closing Date for one (1) Business Day (as defined in the Tarion Addendum) to avoid the necessity of tender where the Purchaser is not ready to close on the Closing Date and delayed closing compensation will not be payable for such period.

**CONSTRUCTION ACT**

64. The Purchaser covenants and agrees that he is a "home buyer" within the meaning of the *Construction Act* of Ontario, as may be amended, and will not claim any lien holdback on the Closing Date. If applicable, 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.

**GENERAL**

65. This offer, when accepted, shall constitute a binding agreement of purchase and sale. Time shall in all respects be of the essence of this Agreement. All of the Purchaser's and Vendor's covenants and obligations contained in this Agreement shall survive Closing of this transaction. It is agreed that there is no representation, warranty, guarantee, collateral agreement or condition affecting this Agreement or the Dwelling or the Real Property, except as set forth herein in writing, and this Agreement shall not be amended except in writing. The Purchaser releases and absolves the Vendor of any obligation to perform or comply with any promises or representations as may have been made by any sales representative or in any sales or marketing material(s), unless the same has been reduced to writing herein.
66. This offer and acceptance is to be read with all changes (including gender and number) required by the context, and shall be construed in accordance with the laws of the Province of Ontario.
67. 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.
68. The parties hereto agree that the signatures and/or initials on this Agreement or its acceptance, rejection or modification can be transmitted by fax transmission or, at the Vendor's option, by email (wherein a copy is scanned and forwarded by email to the other party) and that communication by such means will be legal and binding on all parties hereto.
69. In the event there are any matters provided for in this Agreement which are or may be the Vendor's responsibility pursuant to a municipal, regional or other governmental authority requirement and which the Municipality and/or Region and/or any other governmental authority no longer requires the Vendor to perform, complete, construct or install then such matter(s) shall be deleted from this Agreement and the Vendor shall have no responsibility or obligation in respect thereof.
70. The Purchaser agrees to comply with the terms of any direction re: funds provided by the Vendor or its solicitors in respect of the balance due on the Closing Date and to deliver on the Closing Date certified cheques for the balance due on Closing as directed by the Vendor or its solicitors.

71. The headings of this Agreement form no part hereof and are inserted for convenience of reference only.
72. 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.
73. The Purchaser and the Vendor acknowledge that this Agreement shall be deemed to be a contract under seal.
74. The Purchaser agrees as follows:
- (a) if any documents required to be executed and delivered by the Purchaser to the Vendor are, in fact, executed by a third party appointed as the attorney for the Purchaser, then the power of attorney appointing such person must be: (i) prepared in accordance with the *Substitute Decisions Act, 1992*, (ii) signed in the Province of Ontario, (iii) subject to the laws of the Province of Ontario, and (iv) a notarial copy thereof (together with a statutory declaration sworn by the Purchaser's solicitor unequivocally confirming, without any qualification whatsoever, that the said power of attorney has not been revoked) shall be delivered to the Vendor and the Vendor's solicitors along with such documents; and
  - (b) where the Purchaser is a corporation, or where the Purchaser is buying in trust for another person or corporation for a disclosed or undisclosed beneficiary or principal (including, without limitation, a corporation to be incorporated), the execution of this Agreement by the principal or principals of such corporation, or by the person named as the Purchaser in trust as the case may be, shall be deemed and construed to constitute the personal indemnity of such person or persons so signing with respect to the obligations of the Purchaser herein and shall be fully liable to the Vendor for the Purchaser's obligations under this Agreement and the Purchaser may not plead such agency, trust relationship or any other relationships as a defence to such liability. Purchasers are advised that nothing in this paragraph shall be construed as the Vendor providing its approval that the Purchaser may be a corporation or may be buying in trust for another, or that title may be directed in any manner other than specifically permitted in this Agreement.

#### **ADDITIONAL PROVISIONS**

75. In the event that any governmental authority requires that a sump pump be installed for purposes of draining the weeping tiles of a dwelling, the Purchaser acknowledges and agrees that the repair and maintenance of such sump pump (and related components) will be the sole responsibility of such Potl owner.
76. Unless the Condominium Corporation is required to do so, any trees, fencing, retaining walls or noise barriers or other items of a similar nature erected by the Vendor or the Municipality on a Potl shall be maintained by the owner of such Potl after the Closing Date, without any modification or alteration whatsoever and in good order and tidy appearance and any landscaping provided by the Vendor in connection therewith shall be maintained by the Purchaser in good order and condition.

## **SCHEDULE “B”**

### **FEATURES AND FINISHES**

#### **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. Cold cellar, as per plan.
7. Aluminum soffits, fascias and eavestroughs, as per plan.
8. Thermopane energy efficient (low “E” argon) qualified vinyl casement windows on ground, main and third floor except for garage and basement. Basement windows will be double glazed where applicable per plan.
9. Screens provided on all operating windows.
10. Poured concrete basement walls.
11. 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.
12. Lot to be graded and sodded to requirements of the Municipality.
13. Two exterior water service taps; one in the garage and one at the front, rear, or side, as per plan.
14. 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.
15. Pre-cast cement slabs from driveway to front entrance.
16. Exterior walls, ceiling, and basement to be insulated to Ontario Building Code standards.
17. Quality 2’ x 6’ exterior wood frame construction.
18. 5/8” or 3/4” tongue and groove subflooring throughout ground, main and third floor, as per plan screwed down and joints sanded with an advanced Engineered Floor Joist System.
19. Oak main staircase to feature oak stringers, handrail and pickets in natural finish from ground floor to main floor and main floor to third floor, as per plan, excluding stairs to basement and landings.
20. 9’ ground, main, and third floor ceilings, as per plan.
21. Broadloom and underpad on third floor excluding staircase to all non-tiled areas, as per plan.
22. 2 ¼” Red Oak solid oak flooring from Vendor’s standard samples on ground floor and main floor including main staircase landings to all non-tiled areas.
23. Carrera Series doors and trim with quality hardware. Arches to be trimmed on main floor.
24. Sprayed and stippled ceilings in all rooms except kitchen (as permitted per plan), bathrooms and main floor laundry room, as per plan.
25. All interior walls, trim and doors painted with low VOC paint throughout, off white.
26. Ceramic floor tile in the front vestibule, foyer (as per applicable plan), laundry room (if on ground, main or third floor), powder room, main and ensuite bathrooms (as per plan) from Vendor’s standard samples.
27. Custom cabinets on bathroom vanities, as per plan selected from Vendor’s standard samples. Extra height principal ensuite bathroom vanity and extra height kitchen upper cabinets, as per plan.
28. Post formed arborite countertops on bathroom vanities, as per plan selected from Vendor’s standard samples.
29. \*Primary Level granite countertop with standard edge from Vendor’s standard samples in kitchen and servery, as per plan.
30. Kitchen includes double stainless steel sink with single lever faucet and hood fan ducted to outside.
31. 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.
32. Frameless glass shower enclosure in principal ensuite, as per plan.
33. Plumbing fixtures in bathrooms.
34. Single shower controls in all tubs and showers to feature temperature control valve.
35. Chrome finish single lever taps on all sinks, basins and bathtubs excluding laundry tub.
36. Pedestal sink and mirror in powder room, as per plan.
37. Mirror in bathrooms and powder rooms.
38. Electrical service with circuit breaker panel including heavy duty cable and outlet for stove and dryer as per the Ontario Building Code.
39. Electric door chime.
40. Smoke detectors on all levels as per Ontario Building Code standards and one carbon monoxide detector.
41. Prewire for two (2) TV outlets, as per plan.
42. Prewire for future home automation, 1 CAT-6 prewire to terminate in great room from basement, as per plan.
43. Rough-in for future dishwasher (plumbing and electrical).
44. 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.)
45. 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.
46. Single fiberglass laundry tub and washer taps, as per plan.
47. Taps installed for automatic washer connection.
48. Warranty as set out by the Tarion Warranty Corporation (TARION).
49. 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 final closing.
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. Main 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.

## SCHEDULE “B”

### FEATURES AND FINISHES

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. The purchase price has been determined on the assumption that the Purchaser is eligible for the HST new housing rebate and that the Purchaser will assign said rebate to the Vendor in accordance with the terms of paragraph 28 of the Agreement of Purchase and Sale. In the event that the Vendor does not accept the assignment of the HST new housing rebate in accordance with the terms of paragraph 28 of the Agreement of Purchase and Sale, the Purchaser acknowledges that it will pay an amount equivalent to the rebate in addition to the purchase price, and shall have the right to claim the rebate amount directly from the CRA should the Purchaser be eligible for said rebate. HST (Provincial and Federal portions) is included in purchase price.
9. SELECTIONS ALREADY MADE ON THE ABOVE ITEMS BY THE BUILDER CANNOT BE CHANGED.
10. EXTERIOR ELEVATION, APPEARANCES AND FINISHINGS WILL BE SIMILAR TO PICTURES OR RENDERINGS BUT MAY NOT NECESSARILY BE IDENTICAL.
11. 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.
12. 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 Pot/Lot/Unit/Dwelling 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 Pot/Lot/Unit/Dwelling 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 Pot/Lot/Unit/Dwelling, 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 Pot/Lot/Unit/Dwelling 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.
- E. & O.E.**

**The purchaser acknowledges receipt of the aforementioned Features and Finishes in Schedule “B”.**

\_\_\_\_\_  
Purchaser: «BuyerFirstName» «BuyerLastName»

\_\_\_\_\_  
Purchaser: «CoBuyer1FirstName» «CoBuyer1LastName»

## SCHEDULE "C"

### TERMS OF OCCUPANCY LICENCE

In the event that pursuant to paragraph 5 of Schedule "A" – General Provisions, the Dwelling is substantially completed and ready for occupancy by the Closing Date but the Creating Documents have not been registered and as a result thereof the Vendor is unable to deliver title to the Potl to the Purchaser, the Terms of the Occupancy License set out in Schedule C to Tarion Addendum shall apply together with the following provisions:

- C.1 Occupancy shall be given on date set out in the Tarion Addendum.
- C.2 Although the Purchaser is not required to pay the balance due on closing upon occupancy, the Purchaser shall pay or have paid the amount set forth and in accordance with paragraph 3.2 of the Agreement, unless otherwise agreed to between the Vendor and Purchaser in writing. Upon payment of such amount, the Vendor grants to the Purchaser a licence to occupy the Potl.
- C.3 The Purchaser shall pay to the Vendor a monthly Occupancy Fee which shall not exceed the amount as calculated in paragraph 3 of Schedule C to Tarion Addendum. If possession does not occur on the first day of the month, the Purchaser shall pay on the date of possession a pro rata amount for the balance of the month by certified funds. The Purchaser shall deliver to the Vendor a series of post-dated cheques as required by the Vendor for payment of the monthly Occupancy Fee. With respect to taxes, the Purchaser agrees that the Purchaser shall be responsible for municipal taxes from the date of possession.
- C.4 The Purchaser shall be allowed to remain in occupancy of the dwelling on the Potl provided the terms of this Occupancy Licence and the Agreement have been observed and performed by the Purchaser. In the event the Purchaser breaches the terms of occupancy the Vendor in its sole discretion and without limitation of any other rights or remedies provided for in this Agreement or at law may terminate this Agreement and revoke the Occupancy Licence whereupon the Purchaser shall be deemed a trespasser and shall give up vacant possession forthwith. The Vendor may take whatever steps it deems necessary to obtain vacant possession and the Purchaser shall reimburse the Vendor for all costs it may incur.
- C.5 At or prior to the time that the Purchaser takes possession of the dwelling on the Potl, the Purchaser shall execute and deliver to the Vendor any documents, directions, acknowledgments, assumption agreements or any and all other documents required by the Vendor or any utility supplier(s) or utility monitor(s), including but not limited to an owners and/or tenant's insurance policy (which must include coverage for third party liability, contents/personal property and flood damage) satisfactory to the Vendor, in the same manner as if the closing of the transaction was taking place at that time.
- C.6 The Purchaser shall pay the monthly Occupancy Fee until title transfer and the Vendor shall destroy all unused post-dated Occupancy Fee cheques following title transfer.
- C.7 The Purchaser agrees to maintain the dwelling on the Potl in a clean and sanitary condition and not to make any alterations, improvements or additions thereto without the prior written approval of the Vendor which may be unreasonably withheld. The Purchaser shall be responsible for all utility, telephone expenses, cable television service, or other charges and expenses billed directly to the occupant of the Potl by the supplier of such services.
- C.8 If the Vendor or Purchaser gives notices of termination as permitted under paragraph 6 of Schedule C to Tarion Addendum or otherwise in the Agreement, the Purchaser shall give up vacant possession and pay the Occupancy Fee to such date, after which this Agreement and Occupancy Licence shall be terminated and all moneys paid to the Vendor on account of the Purchase Price shall be returned to the Purchaser without deduction, subject however, to any repair and redecorating expenses of the Vendor necessary to restore the dwelling on the Potl to its original state of occupancy, reasonable wear and tear excepted. The Purchaser and Vendor each agree to provide a release of this Agreement in the Vendor's standard form. If the Vendor or Purchaser does not give notice of termination, the provisions of Section 79(3) of the Act may be invoked by the Vendor.
- C.9 The Vendor and the Purchaser covenant and agree, notwithstanding the taking of possession, that all terms hereunder continue to be binding upon them and that the Vendor may enforce the provisions of the Occupancy Licence separate and apart from the purchase and sale provisions of this Agreement.
- C.10 The Purchaser acknowledges that it is the responsibility of the Purchaser, upon taking possession to insure the dwelling on the Potl for the full replacement value thereof and to provide a copy of same to the Vendor. The Vendor is not liable for the Purchaser's loss occasioned by fire, theft or other casualty, unless caused by the Vendor's willful conduct.
- C.11 The Purchaser agrees to indemnify the Vendor for all losses, costs and expenses incurred as a result of the Purchaser's neglect, damage or use of the Potl or the Condominium, or by reason of injury to any person or property in or upon the Potl or the Condominium resulting from the negligence of the Purchaser, members of his/her immediate family, servants, agents, invitees, tenants, contractors and licensees. The Purchaser agrees that should the Vendor elect to repair or redecorate all or any part of the dwelling on the Potl as a result of the Purchaser's neglect, damage or use of the dwelling on the Potl, he/she will immediately reimburse the Vendor for the cost of doing same, the determination of need for such repairs or redecoration shall be at the discretion of the Vendor, and such costs may be added to the Purchase Price.
- C.12 The Purchaser shall not have the right to assign, sublet or in any other manner dispose of the Occupancy Licence during Interim Occupancy without the prior written consent of the Vendor which consent may be arbitrarily withheld, unless otherwise agreed to by the Vendor in writing. The Purchaser acknowledges that the Vendor's legal fees (and ancillary costs) will be payable to the Vendor each time the Vendor consents to the Purchaser's request to assign, sublet or dispose of the Occupancy Licence, but without there being any obligation whatsoever on the part of the Vendor to approve of, or to implement, any of the foregoing so requested.



- C.13 The provisions set forth in this Agreement, unless otherwise expressly modified by the terms of the Occupancy Licence, shall be deemed to form an integral part of the Occupancy Licence. In the event the Vendor elects to terminate the Occupancy Licence pursuant to this Agreement following substantial damage to the dwelling on the Potl, the Occupancy Licence shall terminate forthwith upon notice from the Vendor to the Purchaser. If the dwelling on the Potl can be repaired within a reasonable time following damages as determined by the Vendor (but not, in any event, to exceed one hundred and eighty (180) days) and the dwelling on the Potl is, during such period of repair uninhabitable, the Vendor shall proceed to carry out the necessary repairs to the dwelling on the Potl with all due dispatch and the Occupancy Fee shall abate during the period when the dwelling on the Potl remains uninhabitable; otherwise, the Purchaser shall vacate the dwelling on the Potl and deliver up vacant possession to the Vendor and all moneys (excluding the Occupancy Fee paid to the Vendor) shall be returned to the Purchaser without deduction. It is understood and agreed that the proceeds of all insurance policies held by the Vendor are for the benefit of the Vendor alone.
- C.14 The Purchaser shall be responsible for all damages to the Real Property and to the common elements, caused by the Purchaser (or by any member of the Purchaser's family residing within the Potl), or by any agents, servants, workmen, invitees and/or licensees of the Purchaser (or of any member of the Purchaser's family residing within the Potl). The Purchaser shall reimburse the Vendor for the cost of repairs in respect of any such damage, and shall indemnify and save the Vendor harmless from and against all costs, damages, and liabilities suffered or incurred by the Vendor in having to restore the Property to the condition existing before the possession of the Property was granted to the Purchaser.

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## SCHEDULE "E"

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***The Purchase Price shall include the following:***

Potl Number:

Block Number:

Plan:

Purchaser:

## SCHEDULE "F"

### PURCHASE OF AN INTEREST IN A COMMON ELEMENTS CONDOMINIUM

1. The meaning of words and phrases used in this Schedule and in this Agreement shall have the meaning ascribed to them in the *Condominium Act*, 1998, S.O. 1998, C.19, the regulations thereunder and any amendments thereto (the "Act") and other terms used herein shall have ascribed to them the definitions in the Condominium Documents unless otherwise provided for as follows:
  - (a) **"Agreement"** shall mean the Agreement of Purchase and Sale to which this Schedule is attached including all other Schedules attached hereto and made a part hereof;
  - (b) **"Condominium"** shall mean condominium plan created upon the registration of the Creating Documents;
  - (c) **"Condominium Documents"** means the Creating Documents, the by-laws and rules of the Condominium, the disclosure statement, as may be amended from time to time, and budget statement together with all other documents and agreements which are entered into by the Vendor on behalf of the Condominium or by the Condominium directly prior to the turnover of the condominium, including, but not limited to, utilities sub-metering and check-metering agreement(s) and any assignment and assumption agreements, all as may be amended from time to time;
  - (d) **"Condominium Corporation"** or **"Corporation"** shall mean the Common Element Condominium Corporation created upon registration by the Vendor of the Creating Documents; and
  - (e) **"Creating Documents"** shall mean the declaration and description (as such terms are defined in the Act), which are intended to be registered against title to the lands comprising the Condominium Corporation and which will serve to create the Condominium Corporation, as may be amended from time to time.
2. In addition to purchasing the Real Property, the Purchaser hereby agrees to purchase a common interest in the Condominium Corporation as more particularly described in the Condominium Documents on the terms and conditions set out in this Schedule "F".
3. The Purchase Price for the common interest in the Condominium Corporation is Two (\$2.00) Dollars which is payable on the Closing Date.
4. There is no deposit payable by the Purchaser for the purchase of the common interest in the Condominium Corporation.
5. The Purchaser agrees to accept title subject to the Condominium Documents notwithstanding that same may be amended or varied from the proposed condominium documents provided to the Purchaser and acknowledges that upon receipt of a Transfer/Deed of Land to the Real Property, the common interest in the Condominium Corporation cannot be severed from the Real Property upon any subsequent sale of the Real Property.
6. The Vendor's proportionate amount of the common expenses attributable to the Real Property shall be apportioned and allowed to the Closing Date.
7. The Purchaser acknowledges that the Condominium Corporation and the purchase of a common interest in the Condominium Corporation are not warranted by the *Ontario New Home Warranties Plan Act*.
8. The Purchaser acknowledges that the common elements of the Condominium Corporation will be constructed to standards and/or the requirements of the Municipality. The Purchaser covenants and agrees the Purchaser shall have no claims against the Vendor for any higher or better standards of workmanship or materials. 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. The Vendor may, from time to time, change, vary or modify in its sole discretion or at the instance of any governmental authority or mortgagee, any part of the Condominium to conform with any municipal requirements related to official plan or official plan amendments, zoning by-laws, committee of adjustment and/or land division committee decisions, municipal site plan approval. Such changes may be to the plans and specifications existing at inception of the Condominium Corporation or as they existed at the time the Purchaser entered into this Agreement, or as illustrated on any sales brochures or otherwise. The Purchaser shall have no claim against the Vendor for any such changes, variances or modifications nor shall the Vendor be required to give notice thereof. The Purchaser hereby consents to any such alterations and agrees to complete the sale notwithstanding any such modifications.
9. Notwithstanding anything contained in this Agreement (or in any schedules annexed hereto) to the contrary, it is expressly understood and agreed that if the Purchaser has not executed and delivered to the Vendor or its sales representative an acknowledgement of receipt of both the Vendor's disclosure statement and a copy of this Agreement duly executed by both parties hereto, within fifteen (15) days from the date of the Purchaser's execution of this Agreement as set out below, then the Purchaser shall be deemed to be in default hereunder and the Vendor shall have the unilateral right to terminate the Agreement at any time thereafter upon delivering written notice confirming such termination to the Purchaser, whereupon the Purchaser's initial deposit cheque shall be forthwith returned to the Purchaser by or on behalf of the Vendor.

## SCHEDULE "H"

### RESTRICTIONS

The burden of each of the covenants hereinafter set out shall run with each and every Parcel of Tied Land being Part of Block 75, Plan 40M-2746, designated as Parts 1 to \_\_\_\_, inclusive, on Plan 40R-\_\_\_\_\_, being all of PINs \_\_\_\_\_ to \_\_\_\_\_, inclusive (each hereinafter individually referred to as a "POTL") appurtenant to Durham Common Elements Condominium Plan No \_\_\_\_\_ being Part of Block 75, Plan 40M-2746, designated as Part \_\_\_\_ on Plan 40R-\_\_\_\_\_, being all of PIN \_\_\_\_ (the "Condominium"); the owner of each such POTL (each an "Owner") for itself, its successors and assigns covenants with the Owners of all other POTLs and Durham Common Elements Condominium Corporation No \_\_\_\_\_ (the "Condominium Corporation") that the Owner and the Owner's successors in title from time to time of all or any part or parts of the said lands, will observe and comply with the stipulations, restrictions, provisions and covenants set forth below, namely:

1. No POTL Owner may alter the front or side areas forming part of the POTL and lands adjacent to any such POTL with the siting of street lights, street signage, television boxes, hydro vaults and any other municipally-approved structures and fixtures, including any below grade services, situated within, beneath or adjacent to such areas, and, if applicable, in accordance with any easement registered on title to a POTL.
2. No changes to the exterior finishes of the dwelling in any manner whatsoever are permitted, including, but not limited to, roofing shingles, vents to roof and walls, soffit, fascia, eavestroughing, siding and trim, windows, exterior doors, stone veneer, decks, privacy screens, fences and railings. In the event of maintenance to or replacement being required of any of the exterior finishes, no POTL Owner shall undertake to use building materials which are not the same or as close as possible to the as-constructed materials with regard to colour, shape, size and texture. No POTL Owner shall change, maintain or replace any exterior finishes of the dwelling unless and until they have obtained the written consent of the Board of Directors of the Condominium Corporation, as agent for and behalf of the POTL Owners, so as to ensure uniform colour, texture shape and size to the finishes of the entire building at all times.
3. No tree located on the subject lands shall be cut down, removed or destroyed without the prior written consent in writing of the Vendor until such time as all POTLs in the development have been sold, and thereafter without the prior written consent in writing of the Town of Whitby (the "Municipality").
4. No POTL Owner shall, without the prior written authority of the Municipality (which may be arbitrarily withheld), interfere with or alter any above or below ground drainage, catch basin or storm water management system or lead, or obstruct the natural flow of water, or obstruct the drainage as designed and engineered to a POTL. No POTL Owner shall alter the grading or change the elevation or contour of a POTL except in accordance with drainage and grading plans approved by the municipal public works department. No POTL Owner shall alter the overall drainage patterns of the POTL, water drainage upon the POTL or to and from adjoining lands, and each POTL Owner shall not refuse to grant such easements as may be required from time to time by the owner of adjoining lands for drainage purposes.
5. No motor vehicle, including without limitation a boat, snowmobile, camper van, trailer (including trailer with living, sleeping or eating accommodation), or any other vehicle, other than an automobile or motorcycle, shall be parked, placed, located, kept or maintained upon the subject lands or any part thereof unless concealed in a wholly enclosed garage.
6. No fencing shall be removed along the front, rear and side lot lines of all Potls, save and except for the repair and replacement of same. No wood or privacy fencing shall be installed or erected on the land, except in such locations as initially erected by the Vendor as part of the overall scheme of the Condominium, until such time as all POTLs in development have been conveyed from Vendor to purchasers.
7. No fencing shall be installed, replaced or reconfigured without compliance with the regulations and standards set by the Municipality and/or other governmental authorities from time to time.
8. No repairs to any automobile or to any other vehicle or equipment shall be carried out on the POTL and no automobile or any other vehicle or equipment that is undergoing repairs of any nature or not capable of operation shall be parked or located upon the subject lands or any part thereof, unless concealed in a wholly enclosed garage.
9. No air conditioning system may be installed on the property unless it complies with the Ministry of Environment's criteria and other applicable requirements as may be specified by the Municipality. No air conditioning condensers may be installed in front of dwelling, and any replacement of an air conditioning condenser must be located in same location as original condenser.
10. No POTL Owners may restrict the Condominium Corporation and its designates from any access to install, inspect, maintain and/or repair the above and below grade municipally approved services.
11. No POTL Owner shall prevent access over his or her POTL (other than within the dwelling) by any agent of any utility or meter reading company for purposes of installing, maintaining, repairing, replacing or reading any meters located on or adjacent to any POTL.
12. No POTL Owner shall restrict access to any Potl (other than the interior of the dwelling) where rights have been granted in favour of the Condominium to in order to carry out any maintenance and/or repair to the Common Elements of the Condominium, including any services located beneath Potls, and, without limiting the foregoing, the Condominium shall have the right to disturb and remove any deck or flooring material and any other improvements within such outside areas if necessary to perform any work of any kind.
13. No POTL Owner shall contravene the terms of the subdivision agreement registered on title to the property, the site plan agreement registered on title to the property or any standards set by the Municipality and/or other governmental authorities from time to time with respect to the installation, replacement and reconfiguration of fencing.
14. No gas lines may be installed through the front yard area of any Potl.
15. No POTL Owner shall breach any provision contained in any development agreement as it relates to the POTL, the buildings constructed thereon, or the grading with respect thereto.

16. Notwithstanding anything contained herein, the Vendor shall have the right, by instrument in writing, from time to time to waive, alter or modify the covenants, provisions and restrictions contained herein with respect to all or any part of the lands hereinbefore described, without notice to, or the consent of any transferee or POTL Owner.
17. Each of these covenants and restrictions shall be deemed independent and severable in whole or in part and the invalidity or unenforceability of any one covenant or restriction or any portion thereof shall not affect the validity or enforceability of any other covenant or restriction or remaining portion thereof.

The burden of these covenants and restrictions shall run with all POTLs appurtenant to Durham Common Elements Condominium Plan No \_\_\_\_.

The benefit of these covenants and restrictions shall be annexed to and shall run with each and every POTL as well as the common elements of Durham Common Elements Condominium Plan No \_\_\_\_.

All POTL Owners, their respective successors in title, from time to time of the POTLs, shall keep, observe, perform and comply with the stipulations, provisions and covenants set forth herein.

Compliance with the provisions of these covenants and restrictions may be enforced to the fullest extent permitted by law, and any invalid or unenforceable provision hereof, as determined by any court of competent jurisdiction, shall not affect the remaining provisions hereof, which shall be valid and enforceable to the fullest extent permitted.

The provisions thereof shall be read with all changes or gender and number required by the context.



## 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; and/or (c) Indian Status Card;
  - (b) **For Corporations:** To be advised by Vendor, but currently not accepted.
  - (c) **For Trusts/Partnership:** To be advised by Vendor, but currently not accepted.

Acknowledged at

VENDOR:

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser

## Statement Of Critical Dates Delayed Occupancy 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](http://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](http://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** \_\_\_\_\_ **PARADISE DEVELOPMENTS WHITBY (HOMES) INC.**  
Full Name(s)

**PURCHASER** \_\_\_\_\_  
Full Names(s)

### 1. Critical Dates

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

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

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

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

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

### 2. Notice Period for an Occupancy Delay

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

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

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

### 3. Purchaser's Termination Period

If the home is not completed by the Outside Occupancy Date, then the Purchaser 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 occupancy compensation and to a full refund of all monies paid plus interest (see sections 7, 11 and 12 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

## Addendum to Agreement of Purchase and Sale Delayed Occupancy 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 is freehold but also involves an interest in a common elements condominium corporation. This Addendum contains important provisions that are part of the delayed occupancy 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 RESPECT TO THE PURCHASE AGREEMENT OR AMENDING AGREEMENT, THE ADDENDUM AND THE DELAYED OCCUPANCY WARRANTY.**

Tarion recommends that Purchasers register on Tarion’s **MyHome** on-line portal and visit Tarion’s website – [tarion.com](http://tarion.com) to better understand their rights and obligations under the statutory warranties.

**The Vendor shall complete all blanks set out below.**

**VENDOR**

PARADISE DEVELOPMENTS WHITBY (HOMES) Inc.

Full Name(s)

B62120

HCRA Licence Number

1 Herons Hill Way

Address

(416) 756-1972

Phone

Toronto

City

ON

Province

M2J 0G2

Postal Code

(416) 756-1973

Fax

atownssales@paradisedevelopments.com

Email

**PURCHASER**

Full Name(s)

Address

Phone

City

Province

Postal Code

Fax

Email

**PROPERTY DESCRIPTION**

Municipal Address

City

Province

Postal Code

The lands and premises in the Town of Whitby (the “**Municipality**”), presently forming and comprising a portion of those lands described as portions of Parts of Block 75, Plan 40M-2746, Region of Durham, Town of Whitby (the “**Property**”), 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**”)

Short Legal Description

Number of Homes in the Freehold Project 63 (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:  Yes  No  
 (i) water capacity and (ii) sewage capacity to service the Property.  
 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 **1<sup>st</sup> day of March, 2025.**

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 and that your computer settings permit receipt of notices from the other party.**



## **Limited Use Freehold Form (Tentative Occupancy Date – POTL/CEC)**

### SETTING AND CHANGING CRITICAL DATES

#### 1. Setting Tentative Occupancy Dates and the Firm Occupancy Date

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

#### 2. Changing the Firm Occupancy Date – Three Ways

- (a) The Firm Occupancy Date, once set or deemed to be set in accordance with section 1, can be changed only:
  - (i) by the Vendor setting a Delayed Occupancy 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 Occupancy Date is set in accordance with section 4 or 5, then the new date is the “Firm Occupancy Date” for all purposes in this Addendum.

#### 3. Changing the Firm Occupancy Date – By Setting a Delayed Occupancy Date

- (a) If the Vendor cannot provide Occupancy on the Firm Occupancy Date and sections 4 and 5 do not apply, the Vendor shall select and give written notice to the Purchaser of a Delayed Occupancy Date in accordance with this section, and delayed occupancy compensation is payable in accordance with section 7.
- (b) The Delayed Occupancy Date may be any Business Day after the date the Purchaser receives written notice of the Delayed Occupancy Date but not later than the Outside Occupancy Date.
- (c) The Vendor shall give written notice to the Purchaser of the Delayed Occupancy Date as soon as the Vendor knows that it will be unable to provide Occupancy on the Firm Occupancy Date, and in any event at least 10 days before the Firm Occupancy Date, failing which delayed occupancy compensation is payable from the date that is 10 days before the Firm Occupancy Date, in accordance with paragraph 7(c). If notice of a new Delayed Occupancy Date is not given by the Vendor, before the Firm Occupancy Date, then the new Delayed Occupancy Date shall be deemed to be the date which is 90 days after the Firm Occupancy Date.
- (d) After the Delayed Occupancy Date is set, if the Vendor cannot provide Occupancy on the Delayed Occupancy Date, the Vendor shall select and give written notice to the Purchaser of a new Delayed Occupancy 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 Occupancy 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 11.

#### 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. For greater certainty, this Addendum does not restrict any extensions of the Closing date (i.e., title transfer date) where Occupancy of the home has already been given to 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;

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(Tentative Occupancy Date – POTL/CEC)**

- (iii) the Purchaser acknowledges that the amendment may affect delayed occupancy compensation payable; and
- (iv) if the change involves extending either the Firm Occupancy Date or the Delayed Occupancy Date, then the amending agreement shall:
  - i. disclose to the Purchaser that the signing of the amendment may result in the loss of delayed occupancy 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 occupancy compensation payable by the Vendor for the period up to the new Firm Occupancy Date or Delayed Occupancy Date.

If the Purchaser for his or her own purposes requests a change of the Firm Occupancy Date or the Delayed Occupancy 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 Occupancy Date or Delayed Occupancy 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 Occupancy Date or Delayed Occupancy Date, as the case may be. Delayed occupancy 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 occupancy 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 Occupancy Date or Delayed Occupancy 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 Occupancy Date or Delayed Occupancy 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 occupancy compensation payable under section 7 is payable from the existing Firm Occupancy 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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(Tentative Occupancy Date – POTL/CEC)**

**Condition #1 (if applicable)**

Description of the Early Termination Condition:

See Appendix

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:

See Appendix

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 Occupancy Date, and will be deemed to be 90 days before the First Tentative Occupancy Date if no date is specified or if the date specified is later than 90 days before the First Tentative Occupancy 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* and, if applicable, registration of a related common elements condominium corporation under the *Condominium Act, 1998*, 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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(Tentative Occupancy Date – POTL/CEC)**

## MAKING A COMPENSATION CLAIM

### 7. Delayed Occupancy Compensation

- (a) The Vendor warrants to the Purchaser that, if Occupancy is delayed beyond the Firm Occupancy 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 Occupancy Date; 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 occupancy compensation is payable only if: (i) Occupancy and Closing occurs; or (ii) the Purchase Agreement is terminated or deemed to have been terminated under paragraph 11(b) of this Addendum. Delayed occupancy compensation is payable only if the Purchaser's claim is made to Tarion in writing within one (1) year after Occupancy, 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 Occupancy Date to the Purchaser less than 10 days before the Firm Occupancy Date, contrary to the requirements of paragraph 3(c), then delayed occupancy compensation is payable from the date that is 10 days before the Firm Occupancy 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 occupancy compensation, such as for moving and storage costs. Submission of false receipts disentitles the Purchaser to any delayed occupancy compensation in connection with a claim.
- (e) If delayed occupancy compensation is payable, the Purchaser may make a claim to the Vendor for that compensation after Occupancy 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 occupancy 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 occupancy 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 delayed occupancy 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 Occupancy. A claim may also be made and the same rules apply if the sale transaction is terminated under paragraph 11(b), in which case, the deadline for a claim is one (1) year after termination.
- (g) If delayed occupancy compensation is payable, the Vendor shall either: pay the compensation as soon as the proper amount is determined; or pay such amount with interest (at the prescribed rate as specified in subsection 19(1) of O.Reg. 48/01 of the *Condominium Act, 1998*), from the Occupancy Date to the date of Closing, such amount to be an adjustment to the balance due on the day of Closing.

### 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.

### 9. Occupancy

If the Purchaser accepts or is required to accept Occupancy in advance of receiving a title transfer of the home, then the provisions of Schedule C shall apply.

## MISCELLANEOUS

### 10. Ontario Building Code – Conditions of Occupancy

- (a) On or before the Occupancy Date, the Vendor shall deliver to the Purchaser:
- (i) an Occupancy Permit (as defined in paragraph (d)) for the home; or

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- (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 occupancy 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 Occupancy, then the Vendor shall provide the signed written confirmation required by subparagraph (ii) on or before the Occupancy Date.
- (c) If the Vendor cannot satisfy the requirements of paragraph (a) or subparagraph (b)(ii), the Vendor shall set a Delayed Occupancy Date (or new Delayed Occupancy 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 Occupancy Date (or new Delayed Occupancy Date), the Vendor shall comply with the requirements of section 3, and delayed occupancy compensation shall be payable in accordance with section 7. Despite the foregoing, delayed occupancy compensation shall not be payable for a delay under this paragraph (c) if the inability to satisfy the requirements of subparagraph (b)(ii) 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.

### **11. 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) Occupancy has not been given to the Purchaser by the Outside Occupancy 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 Occupancy Date shall be the date set under paragraph 3(c), regardless of whether such date is beyond the Outside Occupancy Date.
- (c) If: calendar dates for the applicable Critical Dates are not inserted in the Statement of Critical Dates; or if any date for Occupancy 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 or Schedule C.
- (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 providing Occupancy alone.

### **12. 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 11(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 shall be calculated in accordance with the *Condominium Act, 1998*.
- (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.

### **13. 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

## **Limited Use Freehold Form (Tentative Occupancy Date – POTL/CEC)**

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.

**"Commencement of Construction"** means the commencement of construction of foundation components or elements (such as footings, rafts or piles) for the home.

**"Critical Dates"** means the First Tentative Occupancy Date, the Second Tentative Occupancy Date, the Firm Occupancy Date, the Delayed Occupancy Date, the Outside Occupancy Date and the last day of the Purchaser's Termination Period.

**"Delayed Occupancy Date"** means the date, set in accordance with section 3, on which the Vendor agrees to provide Occupancy, in the event the Vendor cannot provide Occupancy on the Firm Occupancy Date.

**"Early Termination Conditions"** means the types of conditions listed in Schedule A.

**"Firm Occupancy Date"** means the firm date on which the Vendor agrees to provide Occupancy as set in accordance with this Addendum.

**"First Tentative Occupancy Date"** means the date on which the Vendor, at the time of signing the Purchase Agreement, anticipates that the home will be complete and ready for Occupancy, as set out in the Statement of Critical Dates.

**"Occupancy"** means the right to use or occupy the home in accordance with the Purchase Agreement.

**"Occupancy Date"** means the date the Purchaser is given Occupancy on or before Closing.

**"Outside Occupancy Date"** means the latest date that the Vendor agrees to provide Occupancy to the Purchaser, as confirmed in the Statement of Critical Dates.

**"Property" or "home"** means the freehold home being acquired by the Purchaser from the Vendor, and its interest in the related common elements condominium corporation.

**"Purchaser's Termination Period"** means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 11(b).

**"Second Tentative Occupancy 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 Occupancy 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.

### **14. 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.

### **15. 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 15, 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.

**Limited Use Freehold Form  
(Tentative Occupancy Date – POTL/CEC)**

- (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.

**16. 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](http://www.tarion.com)

**Limited Use Freehold Form**  
**(Tentative Occupancy Date – POTL/CEC)**

**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 occupancy 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 occupancy permit; and/or
- (c) completion of the home.



**Limited Use Freehold Form  
(Tentative Occupancy Date – POTL/CEC)**

**SCHEDULE B**

**TO ADDENDUM  
TO AGREEMENT OF PURCHASE AND SALE**

**Adjustments to Purchase Price or Balance Due on Closing**

**PART I 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.

[Draft Note: List items with any necessary cross-reference to text in the Purchase Agreement]

	<b>DESCRIPTION</b>	<b>SECTION</b>	<b>AMOUNT</b>
1.	Changes in colours or materials permitted by the Vendor	3(c)	\$500.00 plus HST per change
2.	Failure to notify of cancelation or postponement within 24 hours, or failure to attend scheduled appointment	3(d)	\$200.00 plus HST per occurrence
3.	Contribution to lender fees, including partial discharges	21(i)	\$300 plus HST
4.	Contribution to costs of tree planting and general landscaping	21(o)	\$350 plus HST
5.	Contribution to costs of internet delivery of documentation and electronic registration	21(p)	\$100 plus HST
6.	Contribution to costs of survey preparation	21(q)	\$200 plus HST
7.	Delivery of Status Certificate	21(r)	\$100 plus HST
8.	Unaccepted cheque	23	\$500 plus HST per cheque
9.	Direct deposit and wire transfer fee, and administrative fee for failure to comply with wire or direct deposit instructions of the Vendor's Solicitor	25	\$150 plus HST \$150 plus HST
10.	Photocopy of PDF scan from Vendor's Solicitor's file	26	\$150 plus HST
11.	Changes to information, occupancy closing documentation or final closing documentation	27	\$500 plus HST
12.	Preparation of amendment or mutual release and termination agreement after expiry of the 10 day cooling off period	28	\$500 plus HST
13.	Fees and liquidated damages for Purchasers Delaying Occupancy	53(d)	\$200 plus HST per day and \$500 plus HST per delay
14.	Legal fees relating to Notice of Default, Notice of Termination, agreement to revive, and such other notices/letters that may arise as a result of a default by the Purchaser	53(d)	\$250 per notice/letter, plus HST and disbursements

## Limited Use Freehold Form (Tentative Occupancy Date – POTL/CEC)

**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.

[Draft Note: List items with any necessary cross-reference to text in the Purchase Agreement]

	<b>DESCRIPTION</b>	<b>SECTION</b>
1.	Any enrolment or regulatory fee for the Real Property	21(a)
2.	Common expense contributions	21(b)
3.	Unpaid amounts, including upgrades, extras and/or changes	21(c)
4.	Realty taxes	21(d)
5.	Hydro meter, connection, installation, energization, etc. charges (not to exceed \$750.00 plus HST)	21(e)
6.	Water meter, connection, installation, energization, etc. charges (not to exceed \$750.00 plus HST)	21(f)
7.	Costs relating to Purchaser's failure to make required contractual arrangements	21(g)
8.	Law Society of Upper Canada charge imposed on Vendor or its solicitors	21(h)
9.	Canada Post charges (not to exceed \$200.00 plus HST)	21(j)
10.	Any new taxes or increases to existing taxes	21(k)
11.	Proportionate contribution towards any increases in Levies	21(l)
12.	Proportionate contribution towards any Education Levies	21(m)
13.	Completing the final coat of asphalt on the driveway (not to exceed two thousand three hundred and fifty (\$2,350.00) dollars plus HST for single car driveways, and not to exceed two thousand eight hundred and fifty (\$2,850.00) dollars plus HST for double car driveways)	21(n)
14.	Deposits or security required by utility supplies or third parties which provide any metering or rental services	21(s)
15.	Any other additional or further adjustments agreed to in writing between the Vendor and Purchaser subsequent to the execution of this Agreement.	21(t)
16.	Utility Supplier(s) deposit(s)	22
17.	HST Rebate where Purchaser does not qualify for the Rebate	29
18.	HST on adjustments, extras, upgrades, changes	29
19.	Cost of extras, upgrades, changes	30
20.	Costs to remedy correct, remove or remedy unauthorized work, plus administration fee	40
21.	Removing unauthorized title registrations	45
22.	Interest and liquidated damages, plus administration fee	53(d)
23.	Vendor's Lien	54 and 55
24.	Occupancy Fees and other amounts	Para 3 on Schedule C to Tarion Addendum

**Limited Use Freehold Form  
(Tentative Occupancy Date – POTL/CEC)**

**SCHEDULE C**

**Terms of Occupancy Licence**

If the purchaser takes Occupancy of the home before the date of Closing or is required to do so under the Purchase Agreement, then the following provisions shall apply:

1. The Purchaser shall be given Occupancy of the home on the Occupancy Date.
2. The Purchaser shall not be required to pay the balance due on the purchase price on the Occupancy Date unless the Occupancy Date is also the Closing Date.
3. The Purchaser shall pay to the Vendor a monthly **Occupancy Fee** from and after the Occupancy Date which shall not exceed an amount calculated as follows:
  - (i) interest calculated on a monthly basis on the unpaid balance of the purchase price at the prescribed rate as specified in subsection 19(1) of O.Reg 48/01 to the Condominium Act, 1998; plus
  - (ii) an amount reasonably estimated by the Vendor on a monthly basis for municipal realty taxes attributable by the Vendor to the home; plus
  - (iii) the projected monthly common expense contribution for the home's share of the common elements condominium corporation (CEC).

The Occupancy Fee shall be payable on the first day of each month in advance until the date of Closing. The Occupancy Fee is a fee for the use of the home and no part of it shall be credited as payments on account of the Purchase Price. If Occupancy does not occur on the first day of the month, the Purchaser shall pay on the Occupancy Date a pro rata amount for the balance of the month.

4. If the Vendor charges the Purchaser a monthly Occupancy Fee for longer than six (6) months and the monthly Occupancy Fee includes a projected contribution to the reserve fund for the CEC, then, with respect to the Occupancy Fee for each month after the sixth month, the Vendor shall hold in trust and remit to the CEC upon registering the declaration and description for the CEC, the portion of the monthly Occupancy Fee that represents the projected contribution to the reserve fund.
5. The Vendor, during the Purchaser's period of Occupancy,
  - (a) shall provide those services that the CEC corporation will have a duty to provide to owners after the registration of the CEC declaration and description;
  - (b) shall repair and maintain the CEC property in the same manner as the CEC corporation will have a duty to repair after damage and maintain after the registration of the CEC declaration and description;
  - (c) has the same right of entry to CEC property that the CEC corporation will have after the registration of the CEC declaration and description;
  - (d) may withhold consent to an assignment of the right to use CEC property; and
  - (e) may charge a reasonable fee for consenting to an assignment of the right to use CEC property.
6. The Vendor shall proceed with due diligence to register the CEC declaration and description. The Vendor shall, within 30 days of the registration of the CEC declaration and description, notify the Purchaser in writing of the date and instrument numbers of the registration, unless within that time the Purchaser receives a deed to the home that is in registerable form. Upon registration of the CEC declaration and description, the Vendor and Purchaser shall proceed to complete the title transfer on a date designated by the Vendor or its solicitor which shall be no later than sixty (60) days after the registration of the CEC declaration and description. If the Vendor for any reason whatsoever is unable to register the CEC declaration and description and therefore is unable to deliver a registerable Transfer/Deed to the Purchaser within twelve (12) months of the Occupancy Date, the Purchaser shall have the right for a period of 30 days after such twelve (12) month period, to give sixty (60) days written notice to the Vendor, to terminate the Occupancy licence and this Purchase Agreement. If the Purchaser gives notice of termination, the Purchaser shall give up vacant possession and pay the Occupancy Fee to the date of termination, after which this Purchase Agreement and Occupancy licence shall be terminated and section 7 of the Addendum applies.
7. The rights and duties described in section 5 above, apply despite any provision to the contrary in the *Residential Tenancies Act, 2006*.
8. The Vendor shall, on delivering to the Purchaser a Transfer Deed that is in registerable form or as soon as is practicable after delivery, refund to the Purchaser the portion of the monthly Occupancy Fee that the Purchaser has paid on account of municipal taxes attributable to the home in excess of the amount actually assessed against the home.

**Limited Use Freehold Form  
(Tentative Occupancy Date – POTL/CEC)**

9. If the portion of the monthly Occupancy Fee that the Purchaser has paid on account of municipal taxes attributable to the home is insufficient to pay the amount actually assessed against the home, the Vendor may require the Purchaser to pay the difference between the two amounts.
10. Sections 149, 150, 151, 165, 166 and 167 and Part VII of the *Residential Tenancies Act, 2006*, do not apply to Occupancy and monthly Occupancy Fees charged under this Schedule C.
11. In accordance with section 58(1).4 of the *Residential Tenancies Act, 2006*, if the Occupancy arose by virtue of or collateral to the Purchase Agreement, then if the Purchase Agreement is terminated, the Occupancy shall correspondingly be terminated.
12. The Purchaser shall maintain the home in a clean and sanitary condition and not make any alterations or improvements without the prior written approval of the Vendor which may not be unreasonably withheld.
13. The Purchaser shall be responsible for all utility, telephone expenses, cable television service, or other charges and expenses billed directly to the occupant of the home by the supplier of such services.
14. The Purchaser shall as at the Occupancy Date insure the home for the full replacement value thereof and provide a copy of the insurance certificate to the Vendor. The Vendor is not liable for the Purchaser's loss occasioned by fire, theft or other casualty, unless caused or contributed to by the Vendor.
15. The Vendor and Purchaser may agree upon additional provisions relating to Occupancy, provided such provisions do not derogate from, do not conflict with and are not inconsistent with provisions of this Schedule C.

**APPENDIX TO ADDENDUM  
TO AGREEMENT OF PURCHASE AND SALE**

**EARLY TERMINATION CONDITIONS**

The Early Termination Conditions referred to in paragraph 2(c)(ii) of the Tarion Addendum are as follows:

**CONDITIONS PERMITTED IN PARAGRAPH 1(a) OF SCHEDULE "A" TO THE TARION ADDENDUM**

None.

**CONDITIONS PERMITTED IN PARAGRAPH 1(b) OF SCHEDULE "A" TO THE TARION ADDENDUM**

1. **Description of Early Termination Condition:**

This Agreement is conditional upon confirmation by the Vendor that it is satisfied the Purchaser has the financial resources to complete the transaction.

The Purchaser covenants and agrees to provide all requisite information and materials, including proof respecting income and source of funds or evidence of a satisfactory mortgage approval signed by a lending institution or other mortgagee acceptable to the Vendor confirming that the said lending institution or acceptable mortgagee will be advancing funds to the Purchaser sufficient to pay the balance due on the Closing Date, as the Vendor may require to determine the Purchaser's credit worthiness.

**The date by which this Condition is to be satisfied is the 60<sup>th</sup> day following the signing of the Agreement (by both Vendor and Purchaser).**

## Warranty Information for New Homes in Parcel of Tied Land

This information sheet provides a basic overview of the warranties and protections that come with your home on a freehold parcel of tied land which is legally tied to a Common Elements Condominium Corporation. Typically, occupancy of the home is provided before the closing of the sale of the land. This warranty is provided to you **by your builder** and backed by Tarion.

For more detailed information, please visit [tarion.com](https://www.tarion.com) and log into our online learning hub at <https://www.tarion.com/homeowners/homeowner-resources-hub>

### 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 30-Day Form 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
- 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>

## Important Next Steps

1. 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.
2. Prepare for your pre-delivery inspection (PDI). Visit Tarion's website for helpful resources, including a PDI Checklist and educational videos.



3. 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.

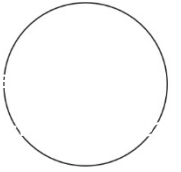
Contact us at **1-877-982-7466** or [customerservice@tarion.com](mailto:customerservice@tarion.com)

# SCHEDULE "S"



**PARADISE**  
DEVELOPMENTS®

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 the building setback unless marked otherwise. Landscaping and park layout is artist's concept only. E.60E. October 2023



LOT # \_\_\_\_\_ INITIAL

WHITBY MEADOWS  
**newtowns**

# 3425 CORONATION DEVELOPMENTS LIMITED

## SCHEDULE "W"

### (WARNING CLAUSES AND NOTICE PROVISIONS)

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

The Purchaser/Tenants acknowledge that certain agreements entered into or to be entered into between the developer and the municipality (such as Subdivision Agreement, Site Plan Agreement, and Condominium Agreement) 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 such agreements or any other agreements or approval conditions wherein 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 such agreement, and the Purchaser's acknowledgment of receipt of same.

The Purchaser further acknowledges that it is anticipated by the Vendor that in connection with the Vendor's application to the appropriate governmental authorities for draft subdivision, draft plan of condominium and site plan approval, as well as other development agreements, certain warnings and other requirements may be imposed upon the Vendor by various governmental authorities as well as certain revisions to the warnings contained in this schedule. These notices, requirements, and revisions (collectively, the "Requirements") usually relate to warning provisions to be given to Purchasers in connection with environmental or other concerns (such as warnings relating to noise levels, the proximity of the buildings to major streets, garbage storage and pickup, school transportation, and similar matters). Accordingly, the Purchaser covenants and agrees that: (i) the Vendor shall be permitted to provide the Purchaser with notice of any such Requirements and such Requirements shall be deemed to form part of the Agreement of Purchase and Sale; (ii) on any closing date, as determined by the Vendor, the Purchaser shall execute any and all documents required by the Vendor acknowledging, inter alia, that the Purchaser is aware of the Requirements and that the Requirements form part of the Agreement of Purchase and Sale; and (iii) if the Vendor is required to incorporate the Requirements into the final condominium documents the Purchaser shall accept the same, without in any way affecting this transaction.

#### **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 40M2746, and the Draft Plan of Common Element Condominium. All lots and blocks referred to in this Schedule are lots and blocks shown on Registered Plan 40M2746, and the Draft Plan of Common Element Condominium.**

##### **A. PLAN OF CONDOMINIUM**

Purchasers/Tenants are hereby advised that the Vendor's marketing material and site drawings and renderings ("**Marketing Material**") which they may have reviewed prior to the execution of this Agreement remains conceptual and that final building plans are subject to the final review and approval of any applicable governmental authority and the Vendor's design consultants and engineers, and accordingly such Marketing Material does not form part of this Agreement or the Vendor's obligations hereunder.

Purchasers/Tenants are hereby advised that based on current servicing plans, underground services (including hydro, water and gas systems), street furniture and fixtures, including without limitation, hydro transformers, street lighting, light standards, fire hydrants, and cable, telephone and/or tap boxes may be adjacent to or located within their Potl or common elements appurtenant to their Potl. The Vendor reserves the right to re-locate such services if it deems it necessary or expedient to do so, in its sole, absolute and unreviewable discretion.

Purchasers/Tenants are hereby advised and put on notice that noise attenuation barriers, trees, retaining walls, meters, metering structure, light fixtures, perimeter fencing, decorative fencing, privacy fencing, catch basins, water mains and landscaping may be located within the lands comprising their Potls or within common element areas adjacent to their Potls. Such installations shall not be altered or removed. It shall be the responsibility of Potl owners to maintain and repair any such installations located within their Potls, unless such responsibility is specifically allocated to the Corporation in the Declaration.

Purchasers/Tenants are hereby advised and agree that the Vendor (and any of its authorized agents, representatives and/or contractors), as well as one or more authorized representatives of the Condominium, shall be permitted to enter the Potl after the closing date, from time to time, in order to enable the Vendor to correct outstanding deficiencies or incomplete work for which the Vendor is responsible.

Purchasers/Tenants are hereby advised that their Potls may be subject to various easements in the nature of a right of way in favour of the Condominium, utility providers and/or adjoining Potl owners for the purpose of maintenance, repair and to permit ingress and egress to their Potl and adjoining Potls.

Purchasers/Tenants are hereby advised that the cost of refuse and recycling collection for all Potls, whether ultimately private or public, will be included in the budget and all Potl owners will share such costs proportionally in accordance with Schedule D of the Declaration.

Purchasers/Tenants are hereby advised that Potl owners and their successors in title will be responsible for the provision, construction, maintenance and repair of the common elements through the provisions of the Condominium Act, 1998, including but not limited to the private sanitary and storm sewer systems and common roadways.

Purchasers/Tenants are hereby advised and agree to be solely responsible for watering of all sod and for general maintenance of all hard and soft landscaping within their Potl.

**B. NOISE**

Purchasers/Tenants are hereby advised and agree 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.

Purchasers/Tenants are hereby advised and agree that the Plan of Subdivision/Plan of Condominium will be developed in accordance with any requirements that may be imposed, from time to time, by any of the governmental authorities. The Purchaser/Tenant further acknowledges that the proximity of the Subdivision/Condominium to major arterial roads (namely, Coronation Road, Taunton Road West and possibly Highway 412) as well as to public transit services and buses, may result in noise and/or vibration transmissions to the Property, and may cause noise exposure levels affecting the Property to exceed the noise criteria established by the governmental authorities, and that despite the inclusion of noise control features within the Plan of Subdivision/Plan of Condominium, noise levels from the aforementioned sources may continue to be of concern, occasionally interfering with some activities of the residential dwelling occupants. The Purchaser nevertheless agrees to complete this transaction in accordance with the terms hereof, notwithstanding the existence of such potential noise concerns, and the Purchaser further acknowledges and agrees that a noise-warning clause similar to the preceding sentence (subject to amendment by any wording or text recommended by the Vendor's noise consultants or by any of the governmental authorities) may be registered on title to Potls on closings, if, in fact, same is required by any of the governmental authorities.

Purchasers/Tenants are hereby advised that the maintenance of the noise attenuation feature or fencing shall not be the responsibility of the Town of Whitby, or the Region of Durham and shall be maintained by the Owner until assumption of the services of the Plan. Thereafter the maintenance of the noise attenuation feature or fencing shall be the sole responsibility of the owners of the applicable Potls. Landscaping provided on Regional Road rights-of-ways by the Owner or the Town for aesthetic purposes shall be approved by the Region and maintained by the Town with the exception of the usual grass maintenance.

Purchasers are advised that noise, traffic, light and/or odour levels from nearby office, commercial and/or retail businesses, as well as fire hall, schools and hospital, may be of concern and occasionally interfere with some activities of the dwelling occupants. Purchasers are advised that sound levels may exceed the Municipality's and the Ministry of Environment's noise criteria.

Purchasers are advised that an undeveloped open space is located in proximity to the development, and therefore, noise, odour, light and/or activity may be noticeable from such areas and may occasionally interfere with some activities of the dwelling occupants and tenants, and visitors, guests and invitees thereof. Purchasers acknowledge that they have considered the proximity of their dwellings to such open space.

**C. SNOW REMOVAL**

Purchasers/Tenants are hereby advised that in the case of heavy snow falls, the limited storage space available on the property may make it necessary to truck the snow off site and the cost of same will be added as common expense fees for Potl owners.

**D. DRAINAGE**

Purchasers/Tenants are hereby advised that the rear of neighbouring lots may drain via backyard swales to rear lot catch basins to be installed at the rear of certain Potls.

**PART 2 – SPECIFIC NOTICE PROVISIONS**

**Purchasers are specifically advised that the following warning clauses are not yet final and are subject to supplement, update or revision, notice of which may be provided in same manner as the other "Requirements" as set out in the first paragraphs of this Schedule "W".**

**A. SUBDIVISION AGREEMENT**

The following warning clauses may be required to be included in all offers of purchase and sale, in accordance with the Draft Subdivision Agreement dated December 21, 2022, as may be supplemented, updated and/or revised:

**I. ASSUMPTION OF THE SUBDIVISION**

Notify the potential homeowner 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 (Section 14.(2)(a)).

**II. SODDING AND LANDSCAPING**

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 (Section 14.(2)(b)).

**III. DURHAM DISTRICT SCHOOL BOARD AND DURHAM CATHOLIC SCHOOL BOARD**

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 (Section 14.(2)(g)(i)).

**IV. NOISE**

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 (Section 14.(2)(g)(ii)).

**V. AGREEMENTS OF PURCHASE AND SALE**

The closing dates contained in Agreements of Purchase and Sale are subject to the Subdivider deciding to proceed with servicing (Section 47.(1)(e)(i)).

The closing dates contained in Agreements of Purchase and Sale are estimates only (Section 47.(1)(e)(ii)).

The purchaser may withdraw from the Agreement of Purchase and Sale, without penalty, provided the Subdivider has not supplied the purchaser and the Town, within one year from the date of the subdivision agreement, a firm schedule indicating the timing for the construction of municipal services and a firm occupancy date. The occupancy is subject to the proviso that if the Subdivider requires additional time for construction of the dwelling, he may, by notice in writing to the purchaser, extend the closing date for a period not to exceed 120 days (Section 47.(1)(e)(iii)).

#### **VI. LOT INFORMATION, AND ADJACENT LAND USES**

Provide the purchaser with 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 (Section 14.(2)(e)).

Provide the purchaser 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 (Section 14.(2)(h)).

#### **VII. FENCING AND SIDEWALKS**

Where 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 (Section 14.(2)(d)).

Provide the purchaser with a copy of Appendix I to Schedule "C" showing the location of the various sidewalks to be constructed by the Subdivider and a copy of Appendix II to Schedule "C" showing the location and the type of fencing that will be erected by the Subdivider (Section 14.(2)(f)).

#### **VIII. ENGINEERING DESIGN**

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 (Section 14.(2)(c)).

#### **B. SITE PLAN AGREEMENT**

The following warning clauses may be required to be included in all offers of purchase and sale, in accordance with the Draft Site Plan Agreement dated October 2, 2023, as may be supplemented, updated and/or revised:

- Purchasers/Tenants are hereby 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 & Parks' noise criteria (Section 31.1).
- 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 and Parks' noise criteria (Section 31.1).
- 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 and Parks' 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.) (Section 31.1).
- 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 and Parks' noise criteria (Section 31.1).

(Note: The Warning Clauses contained herein reference Block numbers as shown on the Site Plan prepared by VA3 Design and file with the Town of Whitby under File No. SP-12-22)

NOTE: all references to Block and Lot numbers are based on the numbering shown on the Site Plan appended to as Schedule "S" to the agreement of purchase and sale.

**C. NOISE REPORT**

The following warning clauses may be required to be included in all offers of purchase and sale, in accordance with the Detailed Environmental Noise and Vibration Report prepared by J.E. Coulter Associates Limited dated August 2, 2023, as may be supplemented, updated and/or revised:

- **P.O.T.L. #11 – 13, 25 – 31**

Purchasers/Tenants are hereby advised that sound levels due to increasing road and rail traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the Municipality's and the Ministry of the Environment, Conservation & Park's noise criteria (Appendix A – Figure 2, and Appendix C).

- **P.O.T.L. #11 – 31**

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 Municipality's and the Ministry of the Environment, Conservation and Parks' 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.) (Appendix A – Figure 2, and Appendix C).

- **P.O.T.L. #11 – 13**

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 Municipality's and the Ministry of the Environment, Conservation and Parks' noise criteria (Appendix A – Figure 2, and Appendix C).

**D. FENCING**

- **P.O.T.L. #13**

Purchasers/tenants are hereby advised that this dwelling unit has been constructed with a 2.1m high acoustic fence to shield the outdoor living areas. The homeowner(s) and subsequent homeowners are responsible for the maintenance and are advised that it must not be altered in any way, including removal. Any repair or replacement must be in kind, in order to maintain the function of the acoustic fence.

**E. INFILTRATION TRENCH**

- **P.O.T.L. #1 – 13**

Purchasers/tenants are hereby advised that a groundwater infiltration trench has been constructed in order to help maintain the groundwater system that supports adjacent environmental features to your property, including streams, woodlands and wetlands. The homeowner(s) and subsequent homeowners are responsible for the maintenance of the groundwater infiltration trench and are advised that this trench must not be altered in any way, including removal. Any repair or replacement must be in kind, in order to maintain the function of the infiltration trench.

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

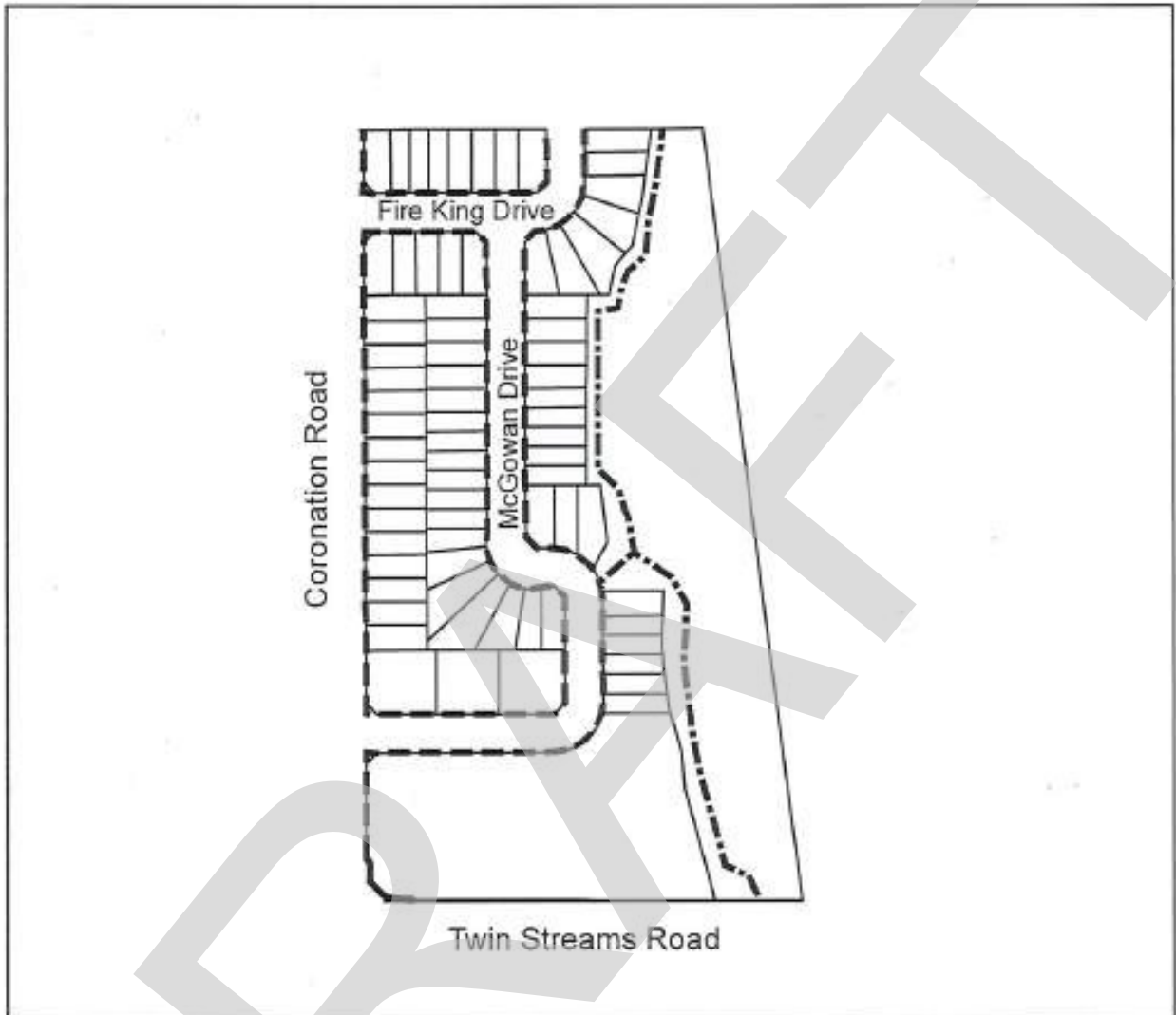
\_\_\_\_\_  
Purchaser:

\_\_\_\_\_  
Purchaser:



# Appendix I: Sidewalks

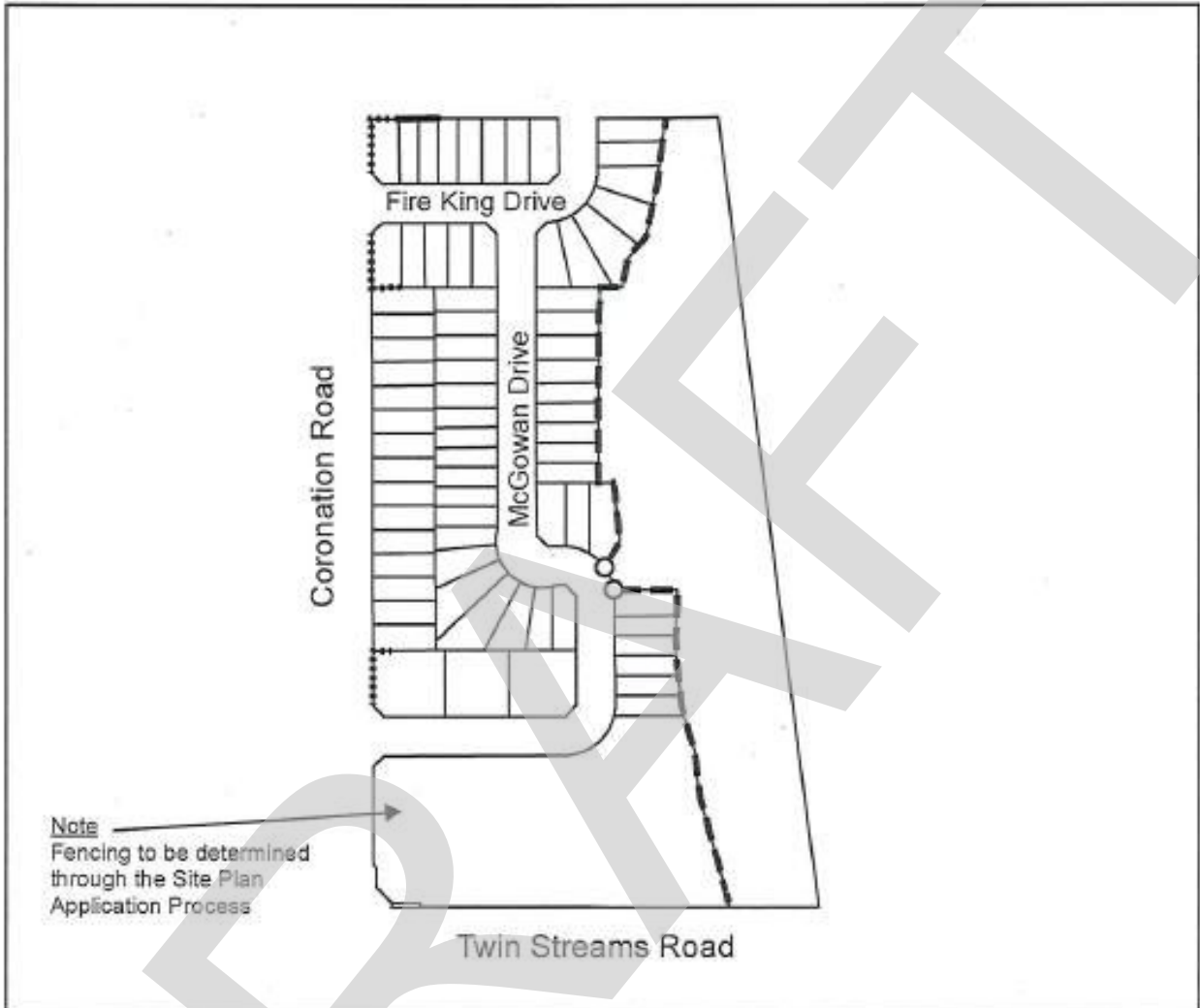
- 1.8m Wide Concrete Sidewalk
- 2.5m Multi-Use Trail
- 3.0m Multi-Use Path





# Appendix II: Fencing

- ..... 2.1m High Acoustic Barrier Cedar Fence Design
- 1.8m High Acoustic Barrier Cedar Fence Design
- - - - - 1.2m High Black Vinyl Chain Link Fence
- 1.0m High Black Vinyl Chain Link Fence





## SCHEDULE "Y"

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

The Purchaser hereby consents to the Vendor's collection, use and disclosure of the Purchaser's personal information for the purpose of enabling the Vendor to proceed with the Purchaser's purchase of the Real Property, completion of this transaction, and for post-closing and after-sales customer care purposes. Such personal information includes the Purchaser's name, home address, e-mail address, telefax/telephone number, age, date of birth, marital status, residency status, social insurance number (only with respect to subparagraph (b) below), financial information, desired Dwelling design(s) and colour/finish selections. In particular but without limiting the foregoing, the Vendor may disclose such personal information to:

- (a) any relevant governmental authorities or agencies, including without limitation, the Land Titles Office (in which the Real Property is registered), the Ministry of Finance for the Province of Ontario (i.e. with respect to Land Transfer Tax), and the CRA (i.e. with respect to HST);
- (b) the CRA, to whose attention the T-5 interest income tax information return and/or the NR4 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 201(1)(b)(ii) of the *Income Tax Act (Canada)*, as may be amended;
- (c) the Condominium Corporation, for purposes of facilitating the completion of the Condominium Corporation's voting, leasing and/or other relevant records, and to the Condominium Corporation's property manager, for the purposes facilitating the issuance of notices, the collection of common expenses and/or implementing other Condominium Corporation management/administration functions;
- (d) any companies or legal entities that are associated with, related to or affiliated with the Vendor (or with the Vendor's parent/holding company, if applicable) and are developing one or more other developments, 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;
- (e) 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 with respect to the Real Property, including without limitation, the Vendor's construction lender(s), the person and/or firm monitoring the project of which the Real Property forms a part (the "Project") and its costs, the Vendor's designated construction lender(s), HCRA, Tarion and/or any warranty bond provider and/or deposit insurer, required in connection with the development and/or construction financing of the Project and/or the Real Property and/or the financing of the Purchaser's acquisition of the Property from the Vendor;
- (f) any insurance companies of the Vendor providing (or wishing to provide) insurance coverage with respect to the Project and/or the Real Property (or any portion thereof) and 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;
- (g) 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 Real Property and the installation of any extras or upgrades ordered or requested by the Purchaser;
- (h) one or more providers of cable television, telephone, telecommunication, security alarm systems, hydro-electricity, water/chilled water/hot water, gas, furnace and/or other similar or related services to the Real Property (or any portion thereof) (collectively, the "Utilities") unless the Purchaser gives the Vendor prior notice in writing not to disclose the Purchaser's personal information to one or more of the Utilities;
- (i) 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 e-mail or other means) promotional literature/brochures about new developments, projects or communities and/or related services to the Purchaser and/or members of the Purchaser's family unless the Purchaser gives the Vendor prior notice in writing not to disclose the Purchaser's personal information to one or more of the aforementioned third party data processing companies;
- (j) the Vendor's solicitors, to facilitate the interim occupancy and/or final closing of this transaction, including the closing by electronic means via the TERS, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation as well as to any third-party cloud service provider of the Vendor or the Vendor's Solicitor; and
- (k) any person, where the Purchaser further consents to such disclosure or disclosures required by law.

Any questions or concerns of the Purchaser with respect to the collection, use or disclosure of his personal information may be delivered to the Vendor at the address set out in the Tarion Addendum to the attention of the Privacy Officer.

## SCHEDULE "R"

### ACKNOWLEDGEMENT OF RECEIPT

**THE UNDERSIGNED** being the Purchaser(s) of the Potl hereby acknowledges having received from the Vendor with respect to the purchase of the Potl the following documents on the date noted below:

1. A Disclosure Statement dated May 15<sup>th</sup>, 2024 and accompanying documents in accordance with Section 72 of the Act.
2. A copy of the Agreement of Purchase and Sale (to which this acknowledgment is attached as a Schedule) executed by the Vendor and Purchaser.
3. A copy of Ontario's Residential Condominium Buyers' Guide, in accordance with the Condominium Act, 1998, last updated November 6, 2020 and posted on the Condominium Authority of Ontario's (CAO's) website. Purchasers are advised that the CAO's website will be updated periodically with the latest version of the Ontario's Residential Condominium Buyer's Guide (<https://www.condoauthorityontario.ca/resources/condo-buyers-guide/>).

The Purchaser hereby acknowledges that (i) receipt of the Disclosure Statement and accompanying documents referred to in paragraph 1 above, and (ii) receipt of the Agreement of Purchase and Sale executed by the Vendor and the Purchaser referred to in paragraph 2 above, may have been in an electronic format (including but not limited to receipt of a link to download documentation, of a USB thumb drive and/or of an e-mail), and confirms that such receipt satisfies the Vendor's obligation to deliver a Disclosure Statement under the Act and also confirms delivery to the Purchaser of the Agreement of Purchase and Sale executed by the Vendor and the Purchaser.

The Purchaser hereby acknowledges that the Condominium Documents required by the Act have not been registered by the Vendor, and agrees that the Vendor may, from time to time, make any modification to the Condominium Documents in accordance with its own requirements and the requirements of any mortgagee, governmental authority, examiner of Legal Surveys, the Land Registry Office or any other competent authority having jurisdiction to permit registration thereof.

The Purchaser further acknowledges and agrees that in the event there is a material change to the Disclosure Statement as defined in subsection 74(2) of the Act, the Purchaser's only remedy shall be as set forth in subsection 74(6) of the Act, notwithstanding any rule of law or equity to the contrary.

The Purchaser further acknowledges having been advised that the Purchaser shall be entitled to rescind or terminate the agreement of purchase and sale to which this Schedule is attached (the "**Purchase Agreement**"), and obtain a refund of all deposit monies paid thereunder (together with all interest accrued thereon at the rate prescribed by the Act, if applicable), provided written notice of the Purchaser's desire to so rescind or terminate the Purchase Agreement is delivered to the Vendor or the Vendor's solicitor within 10 days after the date set out below.

**The Purchaser(s) is/are required to provide evidence of creditworthiness to the Vendor within ten (10) days of the date listed on this Schedule "R". Such evidence shall be one of the following:**

- i) **firm mortgage approval/commitment from Canadian bank or other financial institution satisfactory to the Vendor, which shall include the principal amount to be advanced, interest rate, amortization period and term; or**
- ii) **letter from Canadian bank or other financial institution satisfactory to the Vendor addressed to the Purchaser(s) confirming net worth satisfactory to the Vendor, which shall include statement that available funds in account no. \_\_\_\_\_ are \_\_\_\_\_, together with copy of statement confirming same.**

**Dated on**

\_\_\_\_\_  
Purchaser:

\_\_\_\_\_  
Purchaser:

\_\_\_\_\_  
Purchaser: