

**AGREEMENT OF PURCHASE AND SALE  
GLENWAY TOWNS - NEWMARKET**

The undersigned Purchaser hereby agrees to and with the undersigned Vendor to purchase the property (the “**Property**”) described below (and as may be shown on a schedule attached hereto) in the Vendor’s development (the “**Project**”) on the following terms:

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

DOB: \_\_\_\_\_  
month day year

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

DOB: \_\_\_\_\_  
month day year

Vendor: **ANDRIN NOVA TOWNS LIMITED**

POTL No: as set out on the Site Plan attached as Schedule “C”

Legal Description: Part of Block 13, Plan 65M-[TBD] designated as Part [TBD] on Plan 65R-[TBD]

Model/Elevation: \_\_\_\_\_

Address: TO BE DETERMINED, Town of Newmarket

Purchase Price: \_\_\_\_\_ of lawful money of Canada payable to the Vendor as follows:

- (a) the sum of ( ) DOLLARS (being 2% of the Purchase Price) submitted with this Agreement;
- (b) upon execution of this Agreement the Purchaser shall also provide to the Vendor post-dated cheques payable to the Vendor for additional deposits in the amounts and on the dates described below:
  - (i) the sum of ( ) DOLLARS (being 1% of the Purchase Price) on the date that is **30** days following the date of acceptance of this Agreement;
  - (ii) the sum of ( ) DOLLARS (being 1% of the Purchase Price) on the date that is **60** days following the date of acceptance of this Agreement;
  - (iii) the sum of ( ) DOLLARS (being 1% of the Purchase Price) on the date that is **90** days following the date of acceptance of this Agreement;
  - (iv) the sum of ( ) DOLLARS (being 1% of the Purchase Price) on the date that is **120** days following the date of acceptance of this Agreement;
  - (v) the sum of ( ) DOLLARS (being 1% of the Purchase Price) on the date that is **150** days following the date of acceptance of this Agreement;
  - (vi) the sum of ( ) DOLLARS (being 1% of the Purchase Price) on the date that is **180** days following the date of acceptance of this Agreement;
  - (vii) the sum of ( ) DOLLARS (being 1% of the Purchase Price) on the date that is **210** days following the date of acceptance of this Agreement;
  - (viii) the sum of ( ) DOLLARS (being 1% of the Purchase Price) on the date that is **240** days following the date of acceptance of this Agreement; and
- (c) the balance of the Purchase Price by the Purchaser’s solicitor’s certified cheque (unless otherwise advised pursuant to the Section titled “Tender” in Schedule “A” hereto), subject to adjustments as provided in this Agreement on the Closing Date (as hereinafter defined).

The failure of any deposit cheque to clear the bank for any reason shall be a monetary default hereunder.

The following Schedules attached hereto form a part of this agreement:

- Schedule A - (Additional Terms)
- Schedule B - (Features and Finishes)
- Schedule C - (Site Plan)
- Schedule CEC - (Common Element Condominium)
- Schedule D - (Acknowledgment of Receipt of Disclosure Materials)
- Schedule F - (Floor Plan)
- Schedule FB - (Prohibition on the Purchase of Residential Property by Non-Canadians)
- Schedule H - (Bonus Package)
- Schedule HST - (Rebate)
- Schedule J - (Grading)
- Schedule W - (Warning Clauses)

Statement of Critical Dates and Addendum to Agreement of Purchase and Sale (Limited Use Freehold Form – Tentative Occupancy Date – POTL/CEC)

Tarion Warranty Information for New Freehold Homes in Parcel of Tied Land

Ontario’s Residential Condominium Buyers’ Guide

Sales Display Map

Date of Offer:        the\_\_\_\_\_day of\_\_\_\_\_, 202\_.

If an interim occupancy is required, the Purchaser shall take Occupancy (the “**Occupancy**”) of the Property in accordance with and on the date established pursuant to the provisions of the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale attached hereto, which date is referred to herein as the “**Occupancy Date**”.

The Closing (as defined in the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale appended hereto) of the purchase of the Property shall occur on the date established pursuant to the provisions of the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale which date is referred to herein as the “**Closing Date**”.

**ORAL REPRESENTATIONS DO NOT FORM PART OF NOR CAN THEY AMEND THIS AGREEMENT.**

\_\_\_\_\_  
(Purchaser)

\_\_\_\_\_  
(Purchaser)

The Vendor hereby accepts this Offer and its terms and covenants, promises and agrees to and with the Purchaser to carry out the same on the terms and conditions above-mentioned and hereby accepts the said deposit.

ACCEPTED this\_\_\_\_day of\_\_\_\_\_,202\_.

**ANDRIN NOVA TOWNS LIMITED**

Per: \_\_\_\_\_ A.S.O  
I have authority to bind the Corporation

Purchaser's Solicitor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Vendor's Solicitors:

**BRATTYS LLP**  
Attention: Melissa Jean-Gilles  
7501 Keele Street, Suite 200  
Vaughan, Ontario L4K 1Y2  
tel. (905) 760-2600 fax: (905) 760-2900

**BETWEEN:**        **Andrin Nova Towns Limited** (the “**Vendor**”) and

It is hereby understood and agreed between the Vendor and the Purchaser that the following change(s) shall be made to the above-mentioned Agreement of Purchase and Sale, and except for such change(s) noted below, all other terms and conditions of the Agreement shall remain as stated therein, and time shall continue to be of the essence.

Subsections (b)(i) to (viii) of Section 1.

**"PAD Agreement"** means the pre-authorized debit agreement in the form attached hereto, together with a void cheque.

The following as Subsections (b)(i) to (viii) of Section 1.

- The Purchaser and Vendor hereby acknowledge and agree that in the event that the PAD Agreement is not honoured by the deposit holder's financial institution, the Purchaser agrees to provide a revised PAD Agreement that is honoured by a financial institution or certified cheques/bank drafts for all remaining payments pursuant to the Agreement within five (5) days of delivery of notice to the Purchaser that this PAD Agreement will not be honoured. The Purchaser further acknowledges and agrees that in the event that the Purchaser fails to provide such revised PAD Agreement, certified cheques or bank drafts within such timeframe, the Vendor may declare the Purchaser to be in default under the this Agreement and may exercise any or all of its remedies set forth in the this Agreement and/or at law.

This Amendment may be executed in two or more counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument. This Amendment may be executed and transmitted by facsimile and/or email and shall in such event be effective and binding on the undersigned and their heirs, executors, estate trustees, successors and assigns as if originally executed and delivered.

**DATED** at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**IN WITNESS** whereof the parties hereto have affixed their hands and seals.

**Dated** at Toronto, ON, this \_\_\_\_\_ day of \_\_\_\_\_, 202 .

**Andrin Nova Towns Limited**

Per \_\_\_\_\_  
Authorized Signing Officer c/s

I have the authority to bind the Corporation

## SCHEDULE "A"

### ADDITIONAL PROVISIONS

#### 1. ADJUSTMENTS

The balance due after credit of the deposits paid by the Purchaser to the Vendor (the "Deposits") shall be adjusted on the Occupancy Date (or adjusted on the Closing Date if so required by the Vendor) as to the items required by the terms of this Agreement (plus Applicable Taxes) which shall include, without limiting the generality of the foregoing, the following:

- (a) the Purchaser agrees to take all necessary steps to assume immediately on Closing, charges for electricity, water, gas and other services, and the Vendor may recover any payments made by the Vendor on account of the Property from the Purchaser. The water meter/electricity meter/gas meter is/are not included in the purchase if it/they is/are not the property of the Vendor. The Purchaser shall pay, or reimburse the Vendor for the cost of, or the charge made for, or security performance deposits relating to, any of the water, electricity or gas service, including, without limitation, the cost and/or installation of any meters, and the installation, connection and/or energization fees for any of such services. The Purchaser agrees to accept the utility suppliers designated by the Vendor. Subsequent to Closing, if the Purchaser changes any or all of the utility suppliers, the Purchaser shall be responsible for the repair of any damage caused to the Property and neighbouring lands by such alternate utility suppliers and any costs incurred by the Vendor to restore the Property to the original state provided by the Vendor. The Purchaser shall pay, or reimburse the Vendor for any other prepaid or current expense, such as gas, electricity and water expenses; and any expenses, charges or costs paid or incurred by the Vendor or an affiliate or related company to bring, provide, deliver and/or make available services, systems and/or utilities to the Property and/or the project (the "**Project**") that includes the Property which may include, without limitation, infrastructure and related construction costs, including, without limitation, any expenses, charges or costs with respect to: roadway construction, sewer relocation works, the construction, connection or reconnection of sewers (storm and sanitary), sewer impost charges, the installation and/or connection of electricity, water and/or gas services (including, without limitation, any energization charges and any deposits required by any utility or service provider), and/or the installation of meters for any of the foregoing and the cost of such meters, notwithstanding that the Purchaser shall not own such meters. If the aforementioned expenses, charges and costs are not assessed against the Property directly, then the Vendor shall be entitled to a reimbursement for the foregoing, as may be apportioned by the Vendor in accordance with the Property's common interest in the Condominium Corporation (as defined in Schedule "CEC") or alternately, equally among all of the residential dwellings with a common interest in the Condominium Corporation or in such other manner as the Vendor may elect;
- (b) taxes, fuel, water rates, assessment rates and local improvements to be apportioned and adjusted with the Vendor being responsible for all such charges up to the Closing Date with the Purchaser being responsible for all such charges from and including the Closing Date. Where the Vendor has posted security for taxes, made payment for taxes or has been advised by the applicable authority that taxes will be billed to its account for the current year and/or following year, taxes shall be adjusted as if such sum had been paid by the Vendor notwithstanding that the same may not by the Closing Date have been levied or paid, subject, however, to readjustment upon the actual amount of said realty taxes being ascertained. In the event realty taxes have not been individually apportioned or assessed in respect of this Property and remain en bloc, then notwithstanding that such en bloc taxes may be outstanding and unpaid, the Purchaser covenants to complete this transaction and accept the Vendor's undertaking to pay realty taxes once individually assessed against this Property and agrees to pay on Closing a deposit to be readjusted and to be applied on account of the Purchaser's portion of realty taxes applicable to this Property. Municipal realty tax re-assessment and/or supplementary tax bills relating to the Dwelling (as defined below) constructed on the Property issued subsequent to the Closing shall be the sole responsibility of the Purchaser. Notwithstanding the foregoing, the Vendor shall not be obliged to make any readjustment of the foregoing deposit in the event that such readjustment is equal to or less than \$150.00;
- (c) the transaction levy surcharge imposed upon the Vendor or its solicitors by the Law Society of Ontario plus Applicable Taxes shall be reimbursed to the Vendor;
- (d) an amount equal to the cost of any enrolment, regulatory and/or licensing fees paid by the Vendor for the Property under, pursuant to or as a requirement or prerequisite of any governmental authority and any of the following: the Ontario New Home Warranties Plan Act (the "**Warranty Act**"), New Home Construction Licensing Act, 2017, the Condominium Act, 1998, the Condominium Management Services Act, or by any of the regulators or authorities pursuant to any of the foregoing, including, without limitation, the Tarion Warranty Corporation ("**Tarion**"), the Home Construction Regulatory Authority and/or the

Condominium Authority of Ontario, plus Applicable Taxes thereon;

- (e) the cost, plus Applicable Taxes, in respect of the provision and installation of any utility check meter(s), water meter, hydro meter or gas meter for the Property, the connection charges for any such meters and/or sewers and the installation and energization charges as the case may be, of hydro, water and gas services provided to the Dwelling. 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, provided that the amount payable by the Purchaser pursuant to this paragraph shall not exceed \$1,500.00 plus Applicable Taxes;
- (f) a \$400.00, plus Applicable Taxes, administrative fee shall be charged to the Purchaser for any payment tendered by the Purchaser for a deposit, any upgrades or any other monies owing herein which is not honoured or accepted by the Purchaser's bank for any reason, including, without limitation, a cheque returned N.S.F. or upon which a "stop payment" has been ordered. Any replacement payment tendered by the Purchaser to the Vendor in respect of the foregoing shall be made in certified funds;
- (g) any increase after May 27, 2026 in any levy, payment, contribution, charge, fee or assessment including, without limitation, development charges, education development charges, public art contributions and/or impost charges assessed against or attributable to the Property by the Municipality, a regional municipality, a transit authority, a public or separate school board or any other authority having jurisdiction under the Development Charges Act, the Education Act, the Planning Act (as amended by the *More Homes, More Choice Act, 2019*) and any other existing or new legislation, bylaw and/or policy of a similar nature. The amount of the adjustment pursuant to this paragraph shall not exceed the amount of \$7,500.00 plus Applicable Taxes. If any of the aforementioned amounts are not assessed against the Property directly, then the Vendor shall be entitled to a reimbursement for the foregoing, as may be apportioned by the Vendor, in accordance with the Property's common interest in the Condominium Corporation (as defined in Schedule "CEC") or alternately, equally among all of the residential dwellings with a common interest in the Condominium Corporation or in such other manner as the Vendor may elect. There shall be no credit or adjustment whatsoever in favour of the Purchaser in the event of any decrease in the amount of the foregoing charges payable by the Vendor;
- (h) the amount equal to the increase from the May 27, 2026 in the parks levy, cash-in-lieu of parkland dedication payments, or other contribution(s) or charges assessed against or attributable to those lands comprising the Site Plan in Schedule "C" (the "Site Plan"), which has been paid or are payable to the Town of Newmarket or any other relevant governmental authority or agency thereof including any charges pursuant to a section 37 Agreement (pursuant to the Planning Act), levied, charged or otherwise imposed with respect to or in connection with the dwellings on the Site Plan, including the obtaining of any approvals for such development, divided by the number of dwellings on the Site Plan;
- (i) any new or other levies, charges, payments, contributions, fees or assessments, including without limitation, any parks levies, new development charges, new education development charges, public art contributions, impost charges, and/or community benefit charges or payments assessed against or attributable to the Property by the Municipality, a regional municipality, a transit authority, a public or separate school board, a conservation authority or any other authority having jurisdiction under the Development Charges Act, the Education Act, the Planning Act (as amended by the *More Homes, More Choice Act, 2019*) and any other existing or new legislation, bylaw and/or policy of a similar nature after May 27, 2026, irrespective of whether or not the Vendor paid same at first instance. If any of the aforementioned amounts are not assessed against the Property directly, then the Vendor shall be entitled to a reimbursement for the foregoing, as may be apportioned by the Vendor, in accordance with the Property's common interest in the Condominium Corporation (as defined in Schedule "CEC") or alternately, equally among all of the residential dwellings with a common interest in the Condominium Corporation or in such other manner as the Vendor may elect;
- (j) the Purchaser shall also pay the cost and/or value of any non-cash and/or in-kind contributions, works and conveyances made, performed and/or carried out by or on behalf of the Vendor or by on behalf another party and paid or payable by the Vendor to such other party, in favour of, at the request of, for the benefit of, pursuant to a requirement of and/or pursuant to an agreement with the Municipality, a regional municipality, a transit authority, a public or separate school board, a conservation authority or any other authority having jurisdiction under the Development Charges Act, the Education Act, the Planning Act (as amended by the *More Homes, More Choice Act, 2019*) and any other existing or new legislation, bylaw and/or policy of a similar nature, plus Applicable Taxes thereon. If the aforementioned amounts are not assessed against the Property directly, then the Vendor shall be entitled to a reimbursement for the foregoing, as may be apportioned by the Vendor, in accordance with the Property's common interest in the Condominium Corporation (as defined in Schedule "CEC") or alternately, equally among all of the residential dwellings with

a common interest in the Condominium Corporation or in such other manner as the Vendor may elect;

- (k) a \$150.00 plus Applicable Taxes, administrative fee shall be charged to the Purchaser for each sum that the Vendor permits to be paid to the Vendor's solicitor on account of the Purchase Price for the Property by wire transfer or direct deposit. All payments by wire transfer or direct deposit shall be made in strict accordance with the provisions of the Vendor's solicitor's wire transfer or direct deposit form, which may be amended by the Vendor's solicitor from time to time. Without derogation from any other right or remedy of the Vendor, if such form is not complied with by the Purchaser or the Purchaser's solicitor, the Purchaser shall pay an additional adjustment of \$150.00, plus Applicable Taxes, as an administrative fee per occurrence;
- (l) if a restriction pursuant to Section 118 of the *Land Titles Act* is registered against title to Property in favour of a municipal authority and the Vendor must cause such restriction to be deleted from title in order to convey the Property to the Purchaser, then the Purchaser shall reimburse any fee paid by the Vendor to the municipal authority to delete said restriction, plus Applicable Taxes, as well as the Vendor's legal fees of \$275.00 plus disbursements and Applicable Taxes in respect of same;
- (m) The Purchaser shall provide a refundable security deposit in the amount of \$2,500.00 on Closing (the "**Security Deposit**") to secure compliance with the Purchaser's obligations, covenants and responsibilities contained within this Agreement, including without limitation, the Purchaser's covenants with respect to alterations to the grading of the Property and damage to services, as well as the Purchaser's obligations and covenants with respect to landscaping and sodding set out in this Agreement. At the Vendor's option, exercised in the Vendor's sole, absolute, subjective and unfettered discretion, the Vendor shall determine whether the Purchaser has breached its obligations, covenants and responsibilities contained within this Agreement as well as the cost of the repair, rectification and/or replacement of said breach. If a determination of a breach has been made, as aforesaid, then the Vendor will charge the applicable cost thereof to the Purchaser and shall further deduct the cost of such repair, rectification or replacement from the Security Deposit and the Purchaser covenants and agrees to abide by such determination. Should the cost of such repairs, rectification or replacement EXCEED the value of the Security Deposit, then the Vendor shall be entitled to compensation from the Purchaser for the difference between the Security Deposit and such cost and the Purchaser shall pay such shortfall forthwith upon demand by the Vendor. The Security Deposit, (or any balance thereof after applicable deductions, as herein described) shall only be repaid to the Purchaser upon written request from the Purchaser and after (i) all clearances, securities and requirements relating thereto under any Development Agreement with the municipality, including without limitation the return of any securities posted by the Vendor under such Development Agreements and/or such later date as the Vendor may require; (ii) the municipality has assumed the subdivision; and (iii) the municipality has provided a final grading certification;
- (n) If the Vendor has provided the Purchaser with a building or foundation survey, the Purchaser shall pay the Vendor for same in the amount of \$375.00 plus Applicable Taxes as an adjustment on Closing;
- (o) The Purchaser shall pay \$1,100.00 plus Applicable Taxes if the Property has a single driveway or \$1,900.00 plus Applicable Taxes if the Property has a double driveway, irrespective of whether the driveway is completed after the Occupancy Date and/or the Closing Date. The Purchaser acknowledges and agrees that driveways will be paved by the Vendor and no alternative driveway finishing will be available;
- (p) The amounts (if any), plus Applicable Taxes, paid by the Vendor to the Municipality and/or other governmental authority or other person (including a private waste contractor) with respect to recycling containers/bins, recycling programs, food/kitchen waste collection containers/bins, and/or food/kitchen waste collection programs such charges to be absolutely determined by statutory declaration sworn on the part of the Vendor shall be reimbursed to the Vendor on the Closing;
- (q) 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;

- (r) any new taxes imposed on the sale of the Property by the federal, provincial, or municipal government or any increases to existing taxes currently imposed on the sale of the Property by such government;
- (s) the Purchaser is advised that Canada Post maybe imposing a fee with respect to the set up of Community mailboxes. The Purchaser shall pay to the Vendor on Closing with respect to the Canada Post Community Mailbox Setup Fee for the designated Community Mailboxes if charged to the Vendor by Canada Post;
- (t) in addition to the amounts set out in Sections 1(g), 1(h), 1(i) and 1(j) above, the amount of any public art levy, transportation charges or assessments including in respect of or attributable to funding public transit, community benefits charges or any similar contributions or charges, and/or any sewer impost charges, which are assessed against or attributable to those lands comprising the Site Plan or which has been paid or are payable to the municipality or any other relevant governmental authority or agency thereof; each of which with respect to or in connection with the development contemplated by the Site Plan, including the obtaining of any approvals for such development, divided by the number of dwellings on the Site Plan, and/or by any other mechanism determined by the Vendor in its sole and absolute discretion, and by adjusting for same on the final statement of adjustments. In the event that after the Closing Date, any such levies or charges paid by the Vendor are refunded to the Purchaser, the Purchaser shall forthwith deliver the amount of such refund to the Vendor. The Purchaser hereby assigns any such refund to the Vendor and agrees, at the Vendor's request, to sign any further documents required by the Vendor confirming the Vendor's right to receive such refund;
- (u) an amount equal to the amounts paid for appliance/equipment requiring a gas connection by the builder in respect of each appliance/equipment that is required by the Vendor to have an appliance/equipment installer validation form completed and attached to such appliance/equipment, including without limitation all permanent natural gas appliances/equipment on site;
- (v) if the Purchaser fails to enter into any necessary contractual arrangements with the relevant public or private utility authorities and suppliers with regards to the provision of water, hydro, gas, cable TV and/or any other service to the Property on or after the Closing Date, the Purchaser shall forthwith upon demand pay to the Vendor all amounts charged to the Vendor after the Closing Date with regards to such utilities and/or services plus the Vendor's administrative fee of \$250.00 plus Applicable Taxes for each month (or part thereof) that the Vendor is charged for said utilities and/or services;
- (w) if requested by the Vendor or the Utility Provider (as defined below), then the Purchaser agrees to enter into or assume a contract with the provider of electricity, water and/or gas and/or the party monitoring consumption of same to the Property (the "Utility Provider"), on the Utility Provider's form, for the provision and/or metering of electricity services to the Property. The fees, costs and charges (including, without limitation, any rental, security deposit, pre-payment, administration, commodity and non-commodity fees/charges) for such utility and/or for monitoring consumption of same shall be adjusted for the month of closing with the Purchaser being responsible for such fees, costs and charges from and after the Closing Date; and
- (x) the Purchaser shall, at least 10 days prior to the Closing Date, provide evidence that accounts have been established with all the required utility and/or metering companies. A failure by the Purchaser to provide such evidence as required herein that is satisfactory to the Vendor in its sole and absolute discretion shall constitute a default of this Agreement which shall permit the Vendor to enforce the Purchaser's default and the Purchaser shall be required to pay an administrative fee to the Vendor in the amount of \$150.00, plus Applicable Taxes.

The Purchaser acknowledges and agrees that certain amounts payable by the Purchaser as adjustments under this Agreement may include costs, expenses and sums paid by a company or person other than the Vendor (for example, a company or person affiliated or related to the Vendor, a company or person acting as agent for and on behalf of the Vendor, or by a predecessor in title to the Property and/or by a predecessor in title to the lands upon which the Project is situated). Notwithstanding that such costs, expenses and sums were not paid directly by the Vendor itself, as aforesaid, the Purchaser covenants and agrees to pay such amounts as adjustments on the Closing Date in accordance with the herein terms.

In the event that the Vendor (or a company or person affiliated or related to the Vendor or a company or person acting as agent for and on behalf of the Vendor) receives any rebate, credit, recovery, adjustment, discount or similar benefit from any party or parties in respect of any item that the Vendor is entitled to charge the Purchaser for in accordance with this Agreement, then the Vendor (or a company or person

affiliated or related to the Vendor or a company or person acting as agent for and on behalf of the Vendor) shall be entitled to retain any such rebate, credit, recovery, adjustment, discount or similar benefit for its own use and as its own property absolutely and shall not be obliged to credit or adjust with the Purchaser for any such rebate, credit, recovery, adjustment, discount or similar benefit.

All proper readjustments shall be made after Closing, if necessary, forthwith upon written request. The Vendor may register a Notice of Vendor's Lien or a Charge, in the Vendor's usual form, for unpaid purchase monies or adjustments or claims herein provided together with the interest thereon as provided for herein, and the Purchaser covenants and agrees to forthwith pay all costs in relation to said Notice of Vendor's Lien or Charge including, without limitation, the Vendor's solicitor's legal fees and disbursements and the cost to register said Notice of Vendor's Lien or Charge on title to the Property. The Vendor will upon request deliver to the Purchaser (for registration at the Purchaser's expense) a release of the Notice of Vendor's Lien or a Discharge of the Charge after such unpaid purchase monies or adjustments or claims herein provided, as applicable, together with the interest thereon as provided for herein have been received by the Vendor and upon payment of a fee of \$250.00 plus Applicable Taxes. The Purchaser hereby irrevocably consents and authorizes the Vendor and the Vendor's solicitors to register the aforementioned Notice of Vendor's Lien or Charge on title to the Property, without liability on the part of the Vendor or the Vendor's solicitors with respect to such registration;

The adjustments described herein which constitute reimbursements by the Purchaser to the Vendor may, at the Vendor's sole, absolute and unfettered discretion, be conclusively established, determined and/or apportioned, by way of certification by the Vendor and/or by way of a consultant retained by the Vendor.

The Purchaser hereby agrees to execute and deliver to the Vendor's solicitors, on or before the Closing Date, any document required by the Vendor or its solicitors confirming that the Purchaser has consented to and authorized the Vendor to act as its agent in the payment of monthly Occupancy Fee as defined in Schedule "C" to the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale, common expenses (as referenced in Schedule "CEC", reserve fund contributions expenses (as referenced in Schedule "CEC"), realty taxes and/or other sums with respect to the purchase of the Property (the "**Payments**") (as shown in the statement of adjustments for the herein transaction) and has approved of the Payments made by, or the Payments to be made by, the Vendor to third parties to whom such Payments are payable and owed.

## 2. **DEVELOPMENT MATTERS**

- (a) The Vendor or its servants or agents may, for such period after Closing as is designated by the Vendor, enter upon the Property at all reasonable hours to enable completion or correction of sodding, fencing, corner lot screens or fences, aesthetic enhancement features, to inspect, repair, complete or rectify construction, grade and undertake modifications to the surface drainage, including installation of catch basins, without liability therefor, and the Transfer/Deed may contain such provisions.
- (b) The Purchaser will not alter the grading of the Property contrary to the municipally approved drainage pattern, and provided that lot grading has been completed in accordance with the municipally approved drainage and/or grading control plan, the Purchaser is estopped both from objecting thereto and from requiring any amendments thereto. The Purchaser covenants and agrees not to damage or alter any subdivision service, and shall be liable for the cost of rectification of any such damage or alteration, and in the event same is not paid upon demand, the Vendor shall have the right to register a lien on title to secure such payment. The Purchaser agrees that neither the Purchaser(s) nor their successors or assigns shall construct or install a swimming pool, hot tub, underground sprinkler system, fencing, decking, curbs, retaining walls, landscape rocks, trees, shrubs, gazebos or other structures, nor shall the Purchaser alter or widen the driveway upon the Property until after the Vendor has obtained acceptance of lot grading from the Municipality and after the Purchaser has made due application for (if applicable) any permits required for such work by the Municipality or any other authority with jurisdiction. The Purchaser agrees to remove such additions and/or improvements at its own cost upon the Vendor's request, failing which the Vendor may remove same at the Purchaser's expense. Any changes to the grading in contravention of the foregoing by the Purchaser shall result in the forfeiture of the Security Deposit and the Purchaser shall reimburse the Vendor for any costs over and above the Security Deposit resulting from the Purchaser's contravention of the foregoing.
- (c) The Purchaser acknowledges that construction of the Dwelling may be subject to the requirements of the architect appointed by the Vendor (the "**Vendor's Architect**") and the Purchaser agrees to accept the Property subject to any changes, variations or restrictions now or hereafter imposed by the Vendor or the Vendor's Architect.
- (d) The Purchaser acknowledges that the dimensions, specifications, layouts and sizes of the Property set out in this Agreement or on any schedule attached hereto or shown on any drawings, brochures, renderings or plans made available to the Purchaser on site or

otherwise are approximate only and are subject to change without notice. In the event the dimensions, specifications, layouts and sizes (including without limitation, the frontage, depth or area of the Property) are varied from those specified in the Agreement, or on any schedule attached hereto or shown on drawings, brochures, renderings or plans made available to the Purchaser on site or otherwise, as aforesaid, or any or all of the foregoing and provided the Property complies with municipal and other governmental requirements including zoning by-laws, the Purchaser agrees to accept all such variations without claim for abatement in the Purchase Price and this Agreement shall be read with all amendments required thereby. In addition to the foregoing, if minor variations to the size of the Dwelling including internal dimensions of any areas are made to the Dwelling the Purchaser shall accept such minor variations without any abatement to the Purchase Price. The Purchaser acknowledges that the Dwelling is a model type, and may not match the floor plans and elevations specified in the Agreement, or on any schedule attached hereto or shown on drawings, brochures, renderings or plans made available to the Purchaser on site or otherwise. In addition to and notwithstanding anything herein, 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 shall be deemed for all purposes to be minor or adjustable, and the Purchaser shall accept the dwelling constructed on the Property with any or all of the following changes without compensation: (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 and 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 raising or lowering of the elevation of any other entry doors into the dwelling or the elevation of the laundry area; (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 a threshold 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 model floor plans; (i) any other substitution by the Vendor permitted under this Agreement; or changes in the location in the basement of the furnace, the water tank, or other services; (k) a reduction in the area of the dwelling within the tolerances permitted by the Tarrion requirements; (l) any changes imposed by the Municipality or the architectural control architect, either before or after approval of the plans by either or both; and/or (m) any other change that the Vendor's architect and/or technologist in his unfettered discretion considers minor, and the statutory declaration of the architect and/or technologist or his employee in charge of the Subdivision shall be deemed to be conclusive and binding on the Purchaser. If the Vendor makes any other change that is not deemed minor or adjustable without compensation, the Purchaser's sole remedy shall be to complete the Closing and make a claim for compensation.

- (e) All exterior elevations and colours are architecturally controlled and approved. No changes whatsoever will be permitted to the aforementioned prior to assumption of the Subdivision by the Municipality, and the Purchaser hereby acknowledges notice of same and agrees to accept the exterior elevation and colour scheme as architecturally controlled and approved. Any changes to the aforementioned by the Purchaser shall result in the forfeiture of the Security Deposit and the Purchaser shall reimburse the Vendor for any costs over and above said deposits resulting from the aforementioned Purchaser's changes and any obligation imposed upon the Vendor by any authority with jurisdiction to restore such architecturally controlled and approved colours and/or finishes.
- (f) The Purchaser acknowledges and agrees that in the event the Dwelling being purchased herein is a semi-detached or townhouse dwelling unit, the lot or block upon which such dwelling unit is constructed will not necessarily be divided equally but may instead be divided in unequal proportions. The Purchaser agrees to accept any such unequal division of such lot or block without any abatement of the Purchase Price or claim for compensation whatsoever.
- (g) Esthetic enhancements such as boulevard treatments, landscaping (including tree planting), entrance features, or corner lot fencing, or fences or retaining walls may be erected/placed/installed within the Subdivision in accordance with municipally approved plans. Such esthetic enhancements may not necessarily apply to/benefit all dwellings within the Subdivision. The erection/placement/installation and/or spacing of esthetic enhancements such as municipal trees and/or privacy fencing may be sporadic in accordance with municipally approved plans and the overall design objectives of the Municipality and/or the Vendor. Purchasers who do not receive/benefit from any esthetic enhancements such as a municipal tree or privacy fencing are not entitled to any refund/abatement of any sums payable to the Vendor hereunder. In the event this Agreement, any schedule hereto or other matter obligates the Vendor to install or provide any of the features set out herein, such matters will be provided and installed at the times determined by the Vendor and shall not comprise outstanding deficiencies or matters with respect to the completion of the Dwelling, and the Purchaser specifically acknowledges,

covenants and agrees that any such features shall be installed at the times determined by the Vendor in its sole, absolute, subjective and unfettered discretion.

3. **CONSTRUCTION**

- (a) The Vendor will construct (if not already constructed) and complete upon the Property a dwelling (the "**Dwelling**") of the type hereinbefore indicated in accordance with the plans of the Vendor therefore and filed or to be filed with the Municipality in order to obtain a building permit and the specifications set out in Schedule "B" annexed hereto. The Dwelling shall be deemed to be completed for the purposes of Closing when the requirements of the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale have been met and the Purchaser agrees in such case to close this transaction, without holdback of any part of the Purchase Price, on the Vendor's undertaking given pursuant to section headed "COMPLETION AND ONTARIO NEW HOME WARRANTIES INSPECTION" hereof to complete the Dwelling, and the Purchaser hereby agrees to 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 Closing. If by reason of "Unavoidable Delay" as defined in or as otherwise permitted by the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale the Vendor is required to extend the Closing, the Vendor shall be entitled to extend the Closing provided the Vendor complies with the provisions of the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale in respect of such extensions. The Dwelling shall be deemed to be completed when all interior work has been substantially completed as determined by the Vendor and provided that the provisions of paragraph 9 of the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale attached hereto have been complied with. The Purchaser agrees to complete this transaction notwithstanding any claims submitted to the Vendor and/or Tarrion or otherwise in respect of apparent deficiencies or incomplete work. **THE PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE VENDOR WILL NOT PERMIT ANY CHANGES TO THE FLOOR PLAN LAYOUT.**
- (b) Acceptance of construction, siting and grading by the Municipality shall conclusively constitute acceptance by the Purchaser. The Vendor shall have the right to substitute materials for those designated in the plans and/or specifications provided the quality is equal or better, and also to make minor changes in plans, siting and specifications, provided there is no objection from the Municipality.
- (c) The Purchaser acknowledges and agrees that architectural control of external elevations, driveway construction, boulevard tree planting, landscaping, acoustical barriers, corner lot fencing (including the location of such acoustical barriers and corner lot fencing), exterior colour schemes, corner lot and rear lot treatments, or any other matter external to the Dwelling designed to enhance the aesthetics of the community as a whole, may be imposed by the Municipality. In the event the Vendor is required, in compliance with such architectural control requirements, to construct an external elevation for this Dwelling other than as specified in this Agreement, or amend the driveway construction, boulevard tree planting or landscaping plan for this Dwelling (all of which is hereinafter referred to as the "**Amended Elevation**"), the Purchaser hereby irrevocably authorizes the Vendor to complete the Dwelling herein including the required Amended Elevation, and the Purchaser hereby irrevocably agrees to accept such Amended Elevation in lieu of the elevation specified in this Agreement. The Vendor shall have the right, in its sole, absolute, subjective and unfettered discretion, to construct the hereinbefore described Dwelling either as shown on the sales brochures, renderings and other plans and specifications approved by the Municipality or any other authority having jurisdiction over same, or, to construct such Dwelling on a reverse mirror image plan, including reversal of garage siting and reversal of interior floor plan layout. Construction of a reverse mirror image Dwelling plan is hereby irrevocably accepted by the Purchaser without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligations as to construction of the Dwelling type hereinbefore described. Further, in the event the Vendor constructs the Dwelling at a grade level different than as depicted in the plans or drawings attached hereto, sales brochures, renderings or any other plans and specifications whether or not approved by the Municipality or any other authority having jurisdiction over same, necessitating a step, landing or series of steps to the front door, side door, rear door, any door from any garage that is connected to the Dwelling and leading to the interior of the Dwelling (notwithstanding that such step, landing or series of steps may encroach into the garage parking area and/or affect the interior floor area of the Dwelling adjacent to such step, landing or series of steps), or to relocate and/or remove any side door, rear door or door from the garage that is connected to the Dwelling and leading to the interior of the Dwelling, the Purchaser hereby irrevocably agrees to accept such changes without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligation as to construction of the Dwelling type hereinbefore described.
- (d) **The Purchaser acknowledges and agrees that any grading information and/or lot**

condition provided at the time of purchase is based on preliminary grading information and subject to change. The Purchaser further acknowledges and agrees that they are not relying on any such grading information and/or lot condition information in entering into this Agreement, including without limitation, in the selection of the lot that is the subject of this Agreement or the Purchase Price. The Purchaser hereby acknowledges that complete engineering data in respect of the Municipally approved final grading of the Property may not, as yet, be complete and accordingly, it may not be possible to construct a Dwelling with a walk-out basement, look-out, landing, patio, deck or other lot condition where so indicated in this Agreement, or vice versa. In the event this Agreement calls for a walk-out basement, look-out or rear deck and such is not possible or reasonable in the Vendor's opinion or in the event this Agreement does not call for a walk-out basement, look-out, landing, patio, deck or other lot condition and such is required, pursuant to final approved grading and engineering plans, the Purchaser shall accept a credit in the Purchase Price (such credit to be absolutely determined by the Vendor in its sole and unfettered discretion), or, pay the additional cost involved in constructing such walk-out basement, look-out, landing, patio, deck or other lot condition, as the case may be (such costs shall be absolutely determined by the Vendor in its sole and unfettered discretion).

- (e) The Purchaser acknowledges that certain lots within the Subdivision may, at the Vendor's sole, absolute, subjective and unfettered discretion, contain catch basins and associated leads, swales, drainage systems, weeping pipe/sump pump systems, retaining walls, fencing, landscaping, feature walls or community features or other features, infrastructure or services, and the Purchaser covenants and agrees that in the event the Property contains any of the foregoing items, the Purchaser shall maintain all such items in proper working condition after Closing. Additionally the Purchaser is advised that community mailboxes, electricity transformers, gas mains, water mains, street light poles, wayfinding signage, fire hydrants, street furniture, telephone service equipment, cable television service equipment, data service provider equipment, catch basins and associated leads, drainage systems, weeping pipe/sump pump systems, retaining walls, fencing, landscaping and other project enhancement features, and all equipment and utility infrastructure of any of the foregoing utility services and any other equipment and utility services providing service to the Subdivision, which services or utility infrastructure may include above-grade equipment and any safety equipment relating to same such as concrete bollards, may front onto, flank or be visible from the Property or be located within certain lots (including the Property) within the Subdivision. The Purchaser agrees to accept the Property subject to any of the foregoing and the Purchaser shall not be entitled to any abatement or reduction in the Purchase Price whatsoever as a consequence of the foregoing nor shall the Purchaser have any claim or cause of action whatsoever against the Vendor or its sales representatives (whether based or founded in contract, tort or in equity) with regards to/pertaining to/arising from the foregoing.
- (f) In the event the Purchaser completes this transaction and occupies the Dwelling at a time prior to the Vendor completing all of its work or construction within the Subdivision, the Purchaser covenants and agrees to permit the Vendor and/or the Subdivider and any of their agents and subtrades to enter upon the Property for the purposes of completing work on the Property, an adjoining property or other properties in the Subdivision and the Purchaser shall not interfere with any work or construction being so performed by the Vendor and its agents and subtrades. The Purchaser agrees that this covenant may be pleaded by the Vendor as an estoppel to any action or opposition by the Purchaser.
- (g) **The Purchaser covenants and agrees that the Purchaser shall pay to the Vendor in advance for all extras, upgrades or changes ordered by the Purchaser at the time such order is made** in accordance with the terms of any documents/agreements pertaining to the purchase of said extras, upgrades 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 any default hereunder of the Purchaser. 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, absolute, subjective and unfettered discretion, determine that it will not provide extras, upgrades or changes or cannot complete the extras, upgrades or changes then there shall be refunded or credited to the Purchaser 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. The Purchaser further acknowledges and agrees that the amount so paid to the Purchaser (or for which, in the alternative, in the Vendor's discretion, the Purchaser received 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 released from any and all obligation, claims or demands whatsoever with respect to such incomplete extras, upgrades or changes. In the event the Purchaser neglects to advise the Vendor forthwith upon request as to the Purchaser's selection of finishing specifications, or orders any extras, upgrades in interior finishings, or performs any work in or about the Dwelling which causes delay in the Vendor's construction operations, the Vendor may require the Purchaser to complete this transaction on the Closing herein set out without holdback of any part of the Purchase Price, on the Vendor's undertaking to complete any of the Vendor's outstanding work.

- (h) 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 carpet, floor tiles, roof shingles, brick, cement board, aluminum or vinyl siding, bath tubs, water closets, sinks, stone, stucco and other such products where the product manufacturer establishes the standard for such finishes. The Vendor is also not responsible for colour variations or variations in material characteristics or features such as veining, grain or grain direction, knotting etc. 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, nosings, thresholds 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 toilet seats, toilets, bathtubs, cabinet finishes and paint and in these circumstances the product as manufactured shall be accepted by the Purchaser. Purchaser acknowledges and agrees that (i) carpeting may be seamed in certain circumstances and said seams may be visible; (ii) hardwood, laminate or other flooring materials may react to normal fluctuating humidity levels contributing to shrinkage and gapping or expansion and cupping, and (iii) there may be different levels of flooring which may require transition strips, nosings or thresholds, and the Purchaser agrees that in any of the forgoing eventualities are considered to be acceptable by industry standards and the Purchaser shall make no claim whatsoever against the Vendor in the event of same.
- (i) All dimensions, specifications and elevation renderings on sales brochures and other sales aides are artists' concepts only and are approximate and subject to modification without prior notice at the sole, absolute, subjective and unfettered discretion of the Vendor in compliance with the Ontario Building Code. The designation of door swings, including entrance doors and doors from any garage connected to the Dwelling and leading to the interior of the Dwelling, if any, in any schedules attached hereto or sales brochures and other sales aides are conceptual only and are subject to modification without prior notice at the sole, absolute, subjective and unfettered discretion of the Vendor. The Purchaser acknowledges and agrees that attic hatches or access points may be located within any location determined by the Vendor in its sole, absolute, subjective and unfettered discretion, including without limitation, within any hallway, room, closet or interior wall. The location of mechanical installations may not be as shown (or not shown, as the case may be) on sales documentation and will be located in accordance with approved plans and/or good construction practice and may result in room size or garage size reduction caused by the mechanicals being installed. The Purchaser hereby acknowledges being advised by the Vendor that the Vendor has experienced a high rate of theft of air-conditioning units when they are installed prior to the Closing. Accordingly, the Purchaser acknowledges that if the Agreement herein calls for the Vendor to install an air-conditioning unit, the Vendor has the right to install that unit, in accordance with the Agreement, within 7 days after the Closing, weather permitting. The Purchaser shall not be entitled to any holdback on account of the Purchase Price notwithstanding that the air-conditioning unit is not installed at the Closing. Notwithstanding the foregoing, in the event that the Purchaser requires the air-conditioning unit to be installed prior to the Closing, the Purchaser shall make written request therefor, such request to be received not later than 30 days prior to the Closing by way of separate written request addressed to the Vendor's solicitor and the Purchaser acknowledges that the Purchaser shall assume all liability for the air-conditioning unit in the event that it is stolen after its installation prior to the Closing and the Vendor shall not be obliged to replace same nor shall there be any adjustment in the Purchase Price with respect thereto.
- (j) In the case of the purchase of a townhome by the Purchaser (if applicable) the Purchaser acknowledges that: the concept plans displayed in the sales office and/or in promotional brochures or media (including any websites), do not necessarily represent any specific block to be built by the Vendor; the Vendor has not artistically rendered all block scenarios and combinations of model types available; final block plans will feature similar but not necessarily identical architectural details; variances from block to block will reflect, amongst other things, the number of units in respective blocks, final siting combinations of actual model types within respective blocks, roof designs that evolve in conjunction with the combination of various model types constituting specific blocks, window size and placement, unit stepping due to grading within respective blocks and the location of required

partywalls and firewalls (if applicable) per respective block plan.

- (k) Where any portion of any fence or the foundation is within 30 centimetres of the Property line, such fence shall be deemed not to be an encroachment at that point and the Purchaser agrees to accept title to the Property and to complete the sale contemplated herein, without abatement of the Purchase Price. Despite anything hereinbefore set out, the whole of any fence erected by any governmental authority, utility or railway or pursuant to any Development Agreements shall be deemed to be a permitted encroachment and the Purchaser agrees to maintain all such fencing to the satisfaction of the appropriate authority.
- (l) Where a dwelling type has a sunken foyer, landing or hallway leading to a front porch (at the front door entry), the ceiling area below the porch slab and other relevant areas will be reduced and this height may vary up or down, caused by the number of risers from the main floor to the dropped landing, as per applicable plan. Notwithstanding that the sales aids, such as brochure plans or sketches may refer to these areas as cold rooms, storage areas, cantinas or fruit cellars, they shall be treated and referred to as crawl space, notwithstanding that the Purchaser may be desirous of using this space for other purposes. The Purchaser hereby acknowledges these facts and accepts the Dwelling as built and will make no claims whatsoever relevant thereto. Furthermore, any reference to ceiling heights in this Agreement, the schedules attached hereto or in sales material, if any, shall mean the approximate height and such heights will be reduced by sound attenuation features, finishes of floors and ceilings and installations such as bulkheads, etc.. Ceiling and walls may be modified to accommodate mechanical systems.
- (m) In the event that the Dwelling includes stucco or hardie board or crezon board to be installed on the exterior of the Dwelling, the Purchaser acknowledges that there may be a variance or unevenness of up to one-half of an inch (1/2") in a ten foot (10') span, which the Purchaser agrees to accept, without objection or claim for compensation. In the event that the Dwelling includes stucco or hardie board or crezon board to be installed on the exterior of the Dwelling, the Purchaser acknowledges that there may be variance in the colour of such stucco or hardie board or crezon board and that the Vendor shall choose, in its sole, absolute, subjective and unfettered discretion, the texture of such stucco or hardie board or crezon board, and the Purchaser agrees to accept same without objection or claim for compensation.
- (n) The Purchaser acknowledges and agrees that drainage holes may be required, as determined and where required by the Vendor, on all or any of the exterior finishing and/or cladding of the Dwelling.
- (o) The Purchaser covenants and agrees that the Purchaser will exhaust all the remedies available to it with Tarion with respect to any claim relating to defects in workmanship or materials or with respect to any other claim arising under the Warranty Act or in respect of the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale annexed hereto, 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 subsection, or takes any unwarranted or unreasonable actions with respect to such claims, the Purchaser shall be held liable for any damages or costs (legal or otherwise) sustained by the Vendor as a result thereof.
- (p) 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 Property in connection with the excavation, erection, and construction of the Dwelling, one or more trees may be removed from the 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 trunks 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 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 Property.
- (q) Notwithstanding anything contained in this Agreement it is understood and agreed by the parties hereto that in the event that occupancy of the Dwelling cannot be granted on or before the Occupancy Date for any reason 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 the delayed occupancy compensation set out in the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale.

- (r) 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 the Purchaser is in law responsible to any services installed within the Subdivision, which service 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 or Charge against the Property.
- (s) The Purchaser acknowledges and agrees that the Vendor may insert or add any items, including without limitation, windows, columns, conduits, beams, posts and/or bulkheads within the Dwelling and/or remove, change, delete, vary, alter or modify the number, size and location of any of the foregoing items from the number, size and/or location of same as displayed or illustrated in the floor plan of the Dwelling attached hereto or any promotional material or information which may include, without limitation, sales brochure(s), model(s), rendering(s), vignette(s) and/or floor plan(s) previously delivered or shown to the Purchaser or to the public (regardless of the extent or impact thereof).
- (t) The Purchaser covenants and agrees that the Purchaser is a "home buyer" within the meaning of the *Construction Act* of Ontario, as may be amended, and the Purchaser shall not be entitled to request or demand that any holdback for construction liens be maintained for any portion of Purchase Price on the Closing Date.
- (u) The Purchaser is notified of the following statement pursuant to the requirements of the applicable Home Construction Regulatory Authority Directive: "Note: Actual usable floor space may vary from the stated floor area."
- (v) The Purchaser shall place its own insurance on the Property for Closing.

#### 4. **RENTAL EQUIPMENT**

Unless expressly provided in this Agreement, the hot water heater and tank to be installed in any two storey Dwelling is not included in the Purchase Price and shall remain chattel property. The Purchaser shall take all necessary steps to assume immediately on closing, charges for hydro, water and other services, and the Vendor may recover any payments therefore from the Purchaser. In the case of the high velocity heating/cooling system installed in any three storey Dwelling, it is understood and agreed that the Dwelling will include a rental or leased hot water tank/water heater component of the high velocity system which will remain the property of the appropriate company or other supplier of such item, and accordingly, the Purchaser shall be required to pay the monthly rental/lease charges assessed with respect thereto from and after the Closing Date, and shall execute all requisite rental documents in connection therewith prior to the Closing Date.

The Purchaser acknowledges that (i) the water heater or water heater/hot water tank/water heater component of the high velocity system is to be non-owned (ii) the terms governing the lease/rental for the water heater/hot water tank/water heater component of the high velocity system will be provided by the Vendor prior to closing and the Purchaser may be required to execute a lease/rental document containing the terms prior to closing; and (iii) the terms of the lease/rental may contain a buy-out option allowing the Purchaser to purchase the water heater or water heater/hot water tank/water heater component of the high velocity system if desired. If any provider of hot water tanks no longer rents the water heater or water heater/hot water tank/water heater component of the high velocity system and if arrangements are not made with another supplier for the installation of the water heater or water heater/hot water tank/water heater component of the high velocity system on a rental basis, then notwithstanding anything to the contrary in this Agreement, the Purchaser shall pay, as an adjustment on closing, the cost of the water heater/tank or water heater/hot water tank/water heater component of the high velocity system, such cost to be determined by statutory declaration sworn on the part of the Vendor. The water meter is not included in the purchase if it is not the property of the Vendor. The Purchaser shall pay, or reimburse the Vendor for the cost of, or the charge made, for water service and installation of the water meter(s) and the cost of the hydro installation and connection fee.

#### 5. **COMPLETION AND ONTARIO NEW HOME WARRANTIES INSPECTION**

- (a) The Purchaser or its designate shall inspect the Dwelling (such inspection hereinafter referred to as the "PDI") immediately prior to the Closing Date with a representative of the Vendor at a time appointed by the Vendor and the parties shall indicate on the face of the Warranty Act's Certificate of Completion and Possession and Warranty Certificate (the "Certificate"), the approval of the Purchaser, which shall be subject only to the completion of seasonal work, and any items of a similar nature uncompleted, and listed thereon, and save as to such list the Purchaser shall be conclusively deemed to have accepted the Dwelling as complete in accordance with this Agreement. The Purchaser covenants and agrees that on or before the PDI, the Purchaser has accessed the online Learning Hub and reviewed the relevant materials, including any modules, brochures and/or other materials, on the Tarion website. The Vendor will complete all matters set out in the said Certificate as soon as reasonably practicable. Further, the Vendor agrees to rectify any defects in

materials or workmanship covered by the Warranty Act's warranty issued to the Purchaser as soon as reasonably practicable after the same will have been called to the Vendor's attention by notice in writing and in accordance with the guidelines of Tarion. The Purchaser shall provide the Vendor with written notice, at least 5 days prior to the date appointed by the Vendor for the PDI, irrevocably appointing the Purchaser's designate, if any. 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. The Purchaser acknowledges and agrees that no more than 2 persons (inclusive of the Purchaser and/or its designate) shall be entitled to conduct the PDI alongside the applicable representatives of the Vendor.

- (b) The completion of the foregoing inspection and the preparation and endorsement of the Certificate are conditions of the Vendor's obligation to complete this transaction. Failure by the Purchaser to attend at the appointed time for the inspection and to complete the Certificate shall be deemed to be a default by the Purchaser under this Agreement. The Vendor, at its sole, absolute, subjective and unfettered option, may thereupon either re-schedule the inspection subject to an administrative fee of \$300.00 plus Applicable Taxes payable to the Vendor, or terminate the transaction in accordance with the provisions set out herein, or may elect to complete the Certificate on behalf of the Purchaser. The Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as the Purchaser's lawful attorney in the Purchaser's name, place and stead for this purpose.
- (c) The Purchaser agrees to forthwith upon request do all acts and execute and deliver all documents, both before and after Closing, as may be required by the Vendor, the Municipality, the Subdivider and/or other governmental authority in connection with the acceptance of the Subdivision as a whole by the Municipality.
- (d) Keys will be released to the Purchaser at a location determined by the Vendor (which may be the construction site, the Vendor's sales office, the head office of the Vendor or at any other location determined by the Vendor, including without limitation in a lockbox, as the Vendor in its absolute discretion determines), unless otherwise specifically agreed in writing between the Vendor and the Purchaser. The Purchaser agrees that the Vendor's advice that keys are available for release to the Purchaser constitutes a valid tender of keys on the Purchaser. Upon completion of this transaction, if the Purchaser fails to attend to pick up the keys by 5:00 p.m. on that day, the Vendor may retain the keys and release same to the Purchaser on the next business day (in this Agreement the term "business day" or "business days" shall mean Monday to Friday, excluding statutory holidays in the Province of Ontario).

6. **PURCHASER'S RESPONSIBILITY AFTER POSSESSION**

From and after the date of possession of the Property by the Purchaser, the Purchaser shall be responsible for realty taxes, water, electricity, gas and other public or private utilities.

7. **TITLE**

- (a) Provided the title is good and free from all encumbrances except as herein provided, and except as to building and other restrictions, and to any easement or right-of-way granted or to be granted for installation and/or maintenance of services, telecommunication, cable television systems, and all related or appurtenant equipment, mutual driveways, and for maintenance and repair of adjoining dwellings, if applicable. Furthermore, title to the Property may be subject to encroachments by portions of the buildings located on abutting lands, including eaves, eavestroughing, downpipes, or other attachments to the roofs, footings, drainage pipes, utility meters and other projections of the buildings, and the Purchaser further acknowledges that portions of the Dwelling may encroach onto abutting lands where the right to do so exists. The Purchaser accepts legal access to the subject Property even though it may be restricted by 0.3 metre reserves owned by the Municipality and not yet dedicated as public highway. The Purchaser is not to call for the production of any title deeds, abstract or other evidence of title except as are in the possession of the Vendor. The Purchaser is to be allowed 60 days prior to the Closing, to examine the title at the Purchaser's own expense and if, within that time, any valid objection to title is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive this Agreement shall, notwithstanding any intermediate act or negotiations be void and the deposit monies shall be returned, with interest, and the Vendor and the Broker shall not be liable for any damages or costs whatsoever. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Property. The Purchaser acknowledges and agrees that the Vendor shall be entitled to respond to some or all of the requisitions submitted by the Purchaser through the use of a standard title memorandum or title advice statement prepared by the Vendor's solicitors and that the same shall constitute satisfactory manner of responding to the Purchaser's requisitions. Further, the Purchaser agrees that in

the event that any valid requisition is not sufficiently answered by the Vendor, then the requisition shall be deemed sufficiently answered if a title insurance policy, available for issuance to the Purchaser by any company which issues title insurance policies in Ontario, would insure over the title matter which is being requisitioned.

- (b) The Purchaser agrees to accept the Property subject to Municipal regulations and restrictions now or hereafter affecting the ownership or use of the Property and the Purchaser shall observe and comply with the said regulations and restrictions and with the terms and obligations imposed by the Development Agreements. The Purchaser agrees to accept title to the Property subject to any easements or licences for the installation of the maintenance of public or other utilities including, without limitation, telephone, electricity, gas, sewer, sump pumps, water and cable television, as well as any rights or easements reserved by the Vendor and/or granted in favour of other lands for maintenance purposes, drainage and roof overhangs, downpipes, footings, drainage pipes, sump pumps, utility meters and other projections of the Dwelling, if necessary on or about the Property. The Purchaser shall also accept title to the Property subject to any rights of entry in favour of the Vendor, the Municipality or any other utility/service provider or public or private governmental authority. The Purchaser shall execute any easements required for the said purposes upon being requested by the Vendor both before or after Closing. The Purchaser acknowledges that the Deed or Transfer of the Property may reserve such rights and easements. In the event the Vendor, the Municipality or any other governmental authority requires the granting of maintenance and/or private drainage easements which have not been created on or before Closing, the Purchaser shall execute and deliver to the Vendor on Closing an Acknowledgement and Direction authorizing and directing the Vendor to register after Closing any such easements on behalf of the Purchaser. The Purchaser agrees to accept title to the Property subject to any easements, rights of way, licenses, agreements with the Municipality and/or other governmental authority having jurisdiction with respect to future services to be installed, or any other purpose.
- (c) In the event the Property abuts land owned by any government, utility, or railway such authority may require fences, entrance gates or other structures to be located within the Property line and the Purchaser agrees to accept same and agrees to maintain same, if required by such authority.
- (d) In the event any mortgages are outstanding on Closing the discharge of which is the Vendor's obligation, the Purchaser agrees to accept the Vendor's solicitor's undertaking to obtain and register the discharge of the same within a reasonable period of time after Closing in full satisfaction of the Vendor's obligation in that regard.
- (e) If the lot number or municipal address of the Property is changed, the Purchaser agrees to accept such variation in lot number and municipal address and this Agreement shall be read with all amendments required thereby.
- (f) The Purchaser agrees to accept title to the Property subject to any Certificates of Property Use, Notice of Requirement or other notices or directives of any governmental authority, including, without limitation the Ministry of the Environment, provided that the Vendor or the Property, as the case may be, is in compliance thereof.
- (g) The Purchaser agrees to accept title to the Property subject to any limiting distance agreement with the owner of any neighbouring properties and any municipal authorities.
- (h) The Purchaser covenants and agrees that it shall not, and that it is not permitted, to: (i) direct title or the right of occupancy to any other parties; (ii) add any additional parties to title or the right of occupancy; or (iii) direct or re-direct title to only some of the parties which comprise the Purchaser. The sole purpose of any title direction contemplated herein or in any closing documents shall be for the purposes of confirming the full name(s), date(s) of birth, address for service, social insurance number(s) and such other information as the Vendor may require.
- (i) The Purchaser shall provide the name, address, telephone number and email address of its solicitor to the Vendor not later than the 30th day following the execution of this Agreement. Failure to provide same shall constitute a default pursuant to the terms of this Agreement. If the Purchaser does not provide such information when required hereunder, changes solicitors, or the Purchaser or its solicitor (i) fail to provide any required information; (ii) change or amend any of the information provided, including title information required for engrossing the Vendor's form of occupancy agreement or the (if required by the Vendor) transfer to the Property as required by the preceding paragraph or in respect of the Rebate; or (iii) provide information to the Vendor or its solicitors that is incorrect or amended for any reason, the Purchaser shall be charged a fee as determined by the Vendor plus Applicable Taxes on the Statement of Adjustments.
- (j) The Purchaser covenants and agrees to provide through its solicitor to the Vendor's

solicitor, at least 60 days prior to the Occupancy Date, all information required by the Vendor with respect to or evidencing the Purchaser's entitlement to the Rebate (as defined herein). Such information shall include, without limitation, (i) confirmation of which of the parties comprising the Purchaser will be occupying the Property if there is more than 1 party comprising the Purchaser; (ii) if there is more than 1 party comprising the Purchaser, the relationship between the parties; (iii) whether any other person(s) will be occupying the Property together with the Purchaser, including their name(s) and date(s) of birth; and (iv) if the person(s) occupying the Property together with the Purchaser are not the spouse or child of the Purchaser, and the Vendor consents to same, copies of valid identification for such persons (such as a driver's license or passport) acceptable to the Vendor in its sole, absolute, subjective and unfettered discretion. If the Purchaser does not provide the foregoing information at least 60 days prior to the Occupancy Date, or if the Purchaser provides information upon which the Vendor determines that it will not permit the Purchaser to claim and assign the Rebate to the Vendor as part of this transaction, then the Vendor shall prepare all adjustments and closing documents on the basis that the Purchaser will not be claiming and assigning the Rebate to the Vendor as part of this transaction and the amount of the Rebate shall be added to the statement of adjustments and paid by the Purchaser on the Closing Date in addition to the Purchase Price. The Purchaser acknowledges, covenants and agrees that no changes to the information required to be provided herein shall be permitted following the day that is 60 days prior to the Occupancy Date. In addition, once the Purchaser has provided the information required to be provided herein and there are any changes to same, such changes to the information shall entitle the Vendor to elect not to permit the Purchaser to claim and assign the Rebate to the Vendor as part of this transaction. If the Purchaser is prohibited from claiming the Rebate and assigning same to the Vendor as part of this transaction or does not do so for any other reason, or the determination of the Vendor in its sole, absolute, subjective and unfettered discretion is that the Purchaser is not entitled to claim the Rebate, then the Purchaser shall retain the option of pursuing the Rebate or any other similar or related rebates directly from the Canada Revenue Agency following the Closing Date.

- (k) The Purchaser agrees to comply with and acknowledge the terms of any development agreement, site plan agreement, condominium approval agreement, risk management plan and all other agreements, plans, requirements, directives and bylaws relating to or imposed on the Property by the Town of Newmarket, the Region of York, the conservation authority and/or any other governmental authority, as the case may be. The Purchaser further agrees to provide signed acknowledgements, consents, certificates, directions, instruments, notices, support letters, assumption agreements and all other manner of documentation as may be required in relation to the foregoing forthwith upon request by the Vendor and/or the condominium corporation.
- (l) The Purchaser agrees to comply with and acknowledge the terms of any agreements and restrictive covenants relating to the Property and the sharing of any services and facilities with adjoining land owners. The Purchaser further agrees to provide signed acknowledgements, consents, certificates, directions, instruments, notices, support letters, assumption agreements and all other manner of documentation as may be required in relation to the foregoing forthwith upon request by the Vendor and/or the condominium corporation.

## 8. **DEVELOPMENT AGREEMENT REQUIREMENTS**

- (a) The Purchaser acknowledges and agrees that title may on Closing be subject to one or more Development Agreements. The Purchaser agrees that the Vendor shall not be obligated on Closing or thereafter to obtain releases of such Development Agreements.
- (b) The Purchaser acknowledges receipt of notice from the Vendor that the Vendor may apply for official plan amendment(s), rezoning application(s), severance application(s), minor variance application(s) and/or site plan application(s), or any other applications ancillary thereto relating to blocks or lots not purchased hereunder as laid down by the plan(s) of subdivision with respect to the Subdivision or with regard to the lands adjacent to or near the lands laid down by the plan(s) of subdivision, and the Purchaser, the Purchaser's successors and assigns, shall consent to any such applications and the Purchaser agrees that this paragraph may be pleaded as a bar to any objection by the Purchaser to such applications. The Purchaser covenants to include this clause in any conveyance, mortgage or disposition of the Property and to assign the benefit of such covenant to the Vendor.
- (c) The Purchaser agrees that the relevant governing authorities and/or the Development Agreements may require the Vendor to provide the Purchaser with certain notices ("**Notices**"), including, without limitation, notices regarding land usage, landscaping, maintenance of fencing, school transportation, noise and vibration warning resulting from existing or proposed highways and public transportation systems or corridors, railways, garbage, buffers, school pick-up, transit routes, bus-stops and/or shelter locations, in some instances the absence of door-to-door mail delivery, the location of "super mailboxes", and

in general, any other matter that may be deemed by the Municipality to inhibit the enjoyment by the Purchaser of this Property. Such Notices, when available, may be delivered to the Purchaser in accordance with the notice provisions herein and delivery in accordance with any methods described in said notice provisions shall be deemed to constitute appropriate notification of the Purchaser. The Purchaser agrees to be bound by the contents of any such Notices and covenants to execute forthwith upon request, an acknowledgment containing such Notices if and when requested to do so by the Vendor. In the event any Development Agreements are not registered as of the date of acceptance of this Agreement, and therefore the Notices are not yet available, or if after they are available, they are amended by the Municipality, or are inadvertently omitted or misquoted by the Vendor and if the Municipality requires the Purchaser to receive a copy of the Notices, then a copy of the Notices as revised as necessary, shall be mailed or emailed to the Purchaser's address as provided for in this Agreement or to the Purchaser's solicitor and such mailing or emailing shall be deemed to constitute appropriate notification. Without limiting the generality of the foregoing, to the extent that any Notices are provided to the Purchaser by the Vendor after this Agreement has been made, such Notices shall be deemed to have been included in this Agreement at the time that this Agreement has been made. The Purchaser acknowledges and agrees that any Notices and warning clauses may be registered on title to the Property, at the sole, absolute, subjective and unfettered discretion of the Vendor. Purchasers/occupants are advised that despite the inclusion of noise control features in this Project and within dwellings, noise levels from increasing road traffic from nearby roadways may be of concern occasionally interfering with some activities of the dwelling occupants.

9. **AFTER CLOSING**

- (a) In the event that after Closing, the Purchaser completes and/or installs any additions and/or improvements such as, but not limited to, porches, patios, plantings, paved driveways, pools or hot tubs, curbs or fences which are located within 6 feet of an external wall or within any area which interfere with the Vendor installing any required services and/or performing any works pursuant to the Development Agreements, the Purchaser shall remove such additions and/or improvements at its own expense within 5 business days of written request from the Vendor and prior to the Vendor taking any corrective actions which it is required to take. The Purchaser acknowledges and agrees that no such additions and/or improvements are permitted during the period between the Occupancy Date and Closing.
- (b) In the event that after Closing, the Purchaser completes and/or installs any improvements, additions or alterations thereto, including, but not limited to, finishing basement, wallpapering, cabinetry and/or mouldings and/or finishings, porch tiles or finishes, pools or hot tubs the Purchaser shall be required to remove such improvements, additions or alterations at the Purchaser's 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 acknowledges and agrees that no such improvements, additions and/or alterations are permitted during the period between the Occupancy Date and Closing.
- (c) The Purchaser acknowledges that grading and sodding and landscape plantings (if any) shall be done between June and October (weather permitting and subject to availability of supplies) of any year as per the Vendor's scheduling program. The Purchaser agrees that the Purchaser shall be solely responsible for watering and general maintenance of sod and landscape plantings (if any) from the Occupancy Date or from the date that sod is laid (or landscape plantings are planted), whichever shall be the later, and the Vendor shall have no obligation in that regard. In the event the Vendor is, for any reason, required to replace laid sod (or other landscape plantings, if any), the Vendor shall not be obligated to do so until payment has been made therefor by the Purchaser and if so replaced, the Purchaser agrees to reimburse the Vendor for the costs and expenses of same as determined by the Vendor, which costs and expenses may be deducted from the Security Deposit at the Vendor's sole, absolute, subjective and unfettered discretion. Further, the Purchaser acknowledges that the order of closing of the Property and/or the order of completion or closing of other lots sold by the Vendor is not indicative of the order of sodding (or landscaping planting) of the Property and said other lots. If the Vendor is required by any governmental authority to replace any laid sod or landscape plantings, etc. as a result of the Purchaser's default under this subsection, the Purchaser shall promptly pay the Vendor for same and the Vendor shall not be obliged to replace same until payment has been made therefore in full to the Vendor by the Purchaser. The Vendor shall not be required to supply the Purchaser with evidence of payment for the replacement of same. The aforementioned obligations of the Purchaser shall survive the closing of the herein transaction.
- (d) The Purchaser covenants to occupy the Dwelling forthwith after Closing. The Purchaser agrees not to finish the whole or any part of the basement of the Dwelling for a period of 24 months after the Closing or such longer period which is equivalent to the warranty period under the Warranty Act for basement repairs. The Purchaser hereby releases the Vendor

from any liability whatsoever in respect of water damage to basement improvements and chattels stored in basement resulting from water seepage or leakage, including any consequential damages arising therefrom.

- (e) The Purchaser acknowledges that the Vendor may have a master key for the Project and in the event that the Purchaser wishes to change any locks, the Purchaser may do so, at the Purchaser's own expense, any time after Closing.
- (f) If settlement occurs due to soil disturbances around the Dwelling, the walkways, driveways and sodded areas, all minor settlements shall be the responsibility of the Purchaser, and the Vendor will rectify any major settlement once only, and such work, unless of an emergency nature, will be completed when reasonably feasible and according to the Vendor's work program and availability of materials and tradesmen's services. The Vendor is not responsible for any damage to the Dwelling which the Vendor considers of a minor nature by reason of such settlement.
- (g) No request by the Purchaser for homeowner service will be processed by the Vendor unless such request is in writing through Tarion's submission requirements, other than emergency service, such as no heat, water or electricity. In the event the Vendor is requested by the Purchaser to perform a homeowner service call for repairs relating to construction or work performed by the Vendor and the Vendor determines in its sole, absolute, subjective and unfettered discretion that such repair is required due to any negligent act or omission either through the neglect or omission of the Purchaser, the Purchaser shall pay to the Vendor the sum of \$350.00 per homeowner service call, plus the cost of all materials utilized by the Vendor in making such repair, plus Applicable Taxes thereon.
- (h) The Purchaser agrees that after Closing, if required by the Municipality or any public or private utility such as the local electric authority, gas company, telecommunication or television system provider he will grant an easement for the installation and maintenance of sewers, water mains, lines or any other similar installations.
- (i) The Purchaser agrees that the Purchaser will not, for a period of at least two (2) years from the Closing Date, plant any trees, shrubs, vines, hedges or other landscaping on the Property without the express written consent of the Vendor which consent may be withheld in the Vendor's sole, absolute, subjective and unfettered discretion. The Vendor shall have the right during such period to enter on the 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 Property in contravention of this Section without such act being a trespass.

10. **PROHIBITION ON SELLING, ASSIGNING, LEASING, LISTING ETC.**

- (a) The Purchaser covenants not to offer for sale, lease and/or transfer the Property, nor to sell, lease, assign or transfer the Purchaser's interest under this Agreement (or in the Property), nor to advertise, list, allow or cause to be advertised or listed for sale, lease, assignment or otherwise the Property or an interest under this Agreement on a listing service or sales service including, without limitation, the Multiple Listing Service ("MLS") or on, by or through any other publication or medium, including without limitation, any form of social media or through any website or application, until after acquisition of title to the Property on the Closing Date and the Vendor having received payment of all of the Purchase Price. The Purchaser acknowledges and agrees that once a breach of any of the preceding covenant occurs, such breach is (or shall be) 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 terminating this Agreement and the occupancy of the Property, if applicable, effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply.
- (b) The Purchaser represents to the Vendor (upon which representation the Vendor has relied in accepting the Purchaser's offer) that the Purchaser is purchasing the Property for the Purchaser's own personal use and not for investment, short term and/or speculative purposes.
- (c) The Purchaser covenants and agrees that it shall not place or allow to be placed any "for sale", "for lease" or "for rent" signs within the Dwelling that are visible from the exterior thereof or upon any portion of the Property or lands adjacent thereto until the later of: (a) the closing of the herein transaction and (b) until all of the dwellings in the Project have been sold, which occurrence shall be determined by the Vendor in its sole, absolute, subjective and unfettered discretion. In the event that the Purchaser places or allows to be placed any such signs in contravention of the aforementioned, the Vendor shall have the absolute right to enter onto the Property and remove such sign without such act being an act trespass and the Vendor shall not be liable to the Purchaser for such removal, either in

contract, tort or otherwise. The aforementioned covenant of the Purchaser and right of the Vendor shall survive the closing of the herein transaction.

11. **ENTRY WITHOUT CONSENT / UNLAWFUL WORKS**

- (a) Except for the purposes of conducting the inspection with the Vendor's representative described at Section 5(a), the Purchaser shall not enter (and shall not direct or cause anyone to enter) the Property and/or the Dwelling without the prior written consent of the Vendor (which may be withheld in the Vendor's sole, absolute, subjective and unfettered discretion) and if such consent is granted, may be conditioned by the Vendor in accordance with such conditions as the Vendor may determine in its sole, absolute, subjective and unfettered discretion) until the Purchaser has completed the Purchaser's obligations under this Agreement on the Occupancy Date (as such term is defined in the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale). In respect of any entry with the Vendor's prior written consent, the Purchaser agrees to comply with all regulations under applicable legislation (including without limitation, the *Occupational Health & Safety Act*) and shall wear head and foot protection and such other safety apparel as designated by the Vendor.
- (b) In the event that the Purchaser (or a person representing or acting on behalf of the Purchaser), without the consent in writing of the Vendor, enters upon the Property prior to the Purchaser having completed the Purchaser's obligations under this Agreement on the Occupancy Date, such breach is (or shall be) 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 terminating this Agreement and the occupancy of the Property effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply. Further, such entry shall be considered a trespass by the Purchaser and will entitle the Vendor to bring criminal or civil proceedings for such trespass against the Purchaser.
- (c) Further, in the event that the Purchaser (or a person representing or acting on behalf of the Purchaser) enters upon the Property prior to the Purchaser having completed the Purchaser's obligations under this Agreement on the Occupancy Date without the consent in writing of the Vendor and carries out changes or additions to the Dwelling (the "**Unlawful Works**"), the Purchaser will forthwith pay to the Vendor the amount incurred by it in order to correct any damages caused by the installation or existence of the Unlawful Works including, without limiting the generality of the foregoing, time lost by the resulting delays and interest on monies invested. In addition to the foregoing, if the Unlawful Works shall be determined by any inspector having jurisdiction in that regard as not complying with the statutes, by-laws or regulations applying thereto, the Purchaser shall forthwith carry out any required work to remedy any such non-compliance and failing which, the Vendor, at its option may carry out such work at the expense of the Purchaser which he shall pay to the Vendor forthwith upon written request for payment for same. **Should the Vendor, in its sole, absolute, subjective and unfettered discretion, allow the Purchaser to close the purchase of the transaction described herein despite the performance of the Unlawful Works, the Purchaser acknowledges and agrees that the unlawful works shall not be covered under the Warranty Act's warranties and that anything constructed by the Vendor which is not accessible due to the Unlawful Works shall not be covered under the Warranty Act's warranties.**
- (d) In the event that Unlawful Works are performed and the Vendor terminates this Agreement pursuant to Section 11(b), the Vendor shall be entitled to retain ownership of the Unlawful Works (and the value thereof) and the Purchaser disclaims and interest or ownership therein.
- (e) The Purchaser hereby indemnifies and saves 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 any person or property arising from the Purchaser's (or any person accompanying the Purchaser, or any person representing or acting on behalf of the Purchaser, or any person for whom the Purchaser is responsible is responsible at law) entry onto the Property or any part of the Project prior to the Occupancy Date, whether such entry is with or without the written consent of the Vendor.
- (f) The Purchaser covenants and agrees that the Vendor will not contract for the supply and installation of extras to the Dwelling to be constructed other than by way of written contract on a specific form supplied by the Vendor for that purpose.

12. **CONTRACT**

- (a) The deposit monies are expressly deemed to be deposit monies only, and not partial payments.

- (b) Subject to any other rights of the Vendor to terminate this Agreement contained herein, if any (a) monetary default by the Purchaser occurs under this Agreement; or (b) any non-monetary default by the Purchaser occurs under this Agreement and such non-monetary default continues for 5 days after written notice thereof is given to the Purchaser or the Purchaser's solicitor, then the Vendor may retain all monies paid as liquidated damages without prejudice to any other rights of the Vendor and the Vendor may thereupon terminate this Agreement.
- (c) Without prejudice to the Vendor's rights as to forfeiture of deposit monies as aforesaid, and in addition thereto, the Vendor shall have the right to recover from the Purchaser any monies owing to the Vendor pursuant to this Agreement and not paid to the Vendor in accordance with the terms hereof and/or all additional costs, losses and damages arising out of default on the part of the Purchaser pursuant to any provision contained in this Agreement, including interest thereon from the date of demand for payment at the rate of 18% per annum, calculated daily, not in advance, until paid. In the event this Agreement, in future, is amended in order to accelerate the Closing of the transaction or to change or alter the construction specifications of the Dwelling by giving the Purchaser a credit or reduction against the Purchase Price and the Purchaser fails to complete the transaction, all damages shall be assessed as if such amendment was not entered into. In the event any one or more of the provisions of this Agreement or any portion or portions thereof are invalid or unenforceable, the same shall be deemed to be deleted herefrom and shall not be deemed to affect the enforceability or validity of the balance of this Agreement. The Purchaser, if required by the Vendor, shall execute and deliver on Closing one or more covenants incorporating the terms hereof. There is no representation, warranty, collateral Agreement or condition affecting this Agreement or the Property, or supported hereby, except as set forth herein in writing. In the event there is a conflict between any term(s) in this Agreement, the Vendor shall determine which conflicting term(s) prevail(s). The Purchaser acknowledges and agrees that the covenants and obligations of the Vendor contained in this Agreement shall be those of the Vendor only and should the Vendor represent or act as trustee or agent on behalf of a beneficiary or principal (whether disclosed or undisclosed) in executing this Agreement, such beneficiary or principal shall have no liability under this Agreement, such liability being restricted to the Vendor only. All buildings and equipment shall be and remain at the Vendor's risk until Closing. In the event of any damage to the Dwelling, however caused, the Vendor shall be entitled to the insurance proceeds payable under any insurance policy coverage on the Dwelling. Deed to be prepared at Vendor's expense, and shall be executed by the Purchaser if required by the Vendor and shall be registered forthwith on Closing at the Purchaser's expense. The Purchaser shall pay the Vendor's solicitor's fees in the amount of \$500.00 (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.
- (d) In the event that this Agreement is terminated and the Purchaser is entitled to the return of its deposits and interest thereon in accordance with the Act and this Agreement, the Purchaser acknowledges that the Vendor and any undisclosed beneficiary, agent or other person or corporation, shall not be required to return any amount paid by the Purchaser to the Vendor as Occupancy Fee. The Purchaser further acknowledges that the Vendor and any undisclosed beneficiary, agent or other person or corporation shall not be liable for any damages or costs whatsoever incurred by the Purchaser resulting from the termination of this Agreement including, without limitation, relocation costs, moving costs, professional fees and disbursements, opportunity costs, loss of bargain or other damages or costs incurred by the Purchaser, whether direct or indirect and the Purchaser further acknowledges and agrees that this provision may be pleaded by the Vendor as a complete defence to any claim, action or proceeding which may be made or brought against the Vendor and/or its agents and/or affiliates.
- (e) The Purchaser acknowledges and agrees that the Property being purchased pursuant to this Agreement is only one of many other properties that the Vendor has sold or in the future will sell to other purchasers all of which are in the same municipality as the subject Property and are either under construction or have been or are in the process of being marketed for sale at the time of the Purchaser's default (collectively, the **"Other Properties"**). In the event that this Agreement is terminated for any reason other than the Vendor's default as more particularly set out herein, the Purchaser confirms for greater certainty that the Vendor shall have the option, without notice to the Purchaser, to re-market the Property for sale in an effort to enter into a new agreement of purchase and sale for the Property at such time as the Vendor may determine, in its sole and absolute discretion, without prejudice to the Vendor's rights and remedies arising as a result of the Purchaser's default. Without limiting the generality of the foregoing, the Purchaser further confirms for greater certainty that the Vendor shall have the option, in its sole and absolute discretion, to delay such re-marketing of the Property until such as time as the Vendor has entered into firm and binding agreements of purchase and sale for the Other Properties and such agreements of purchase and sale have been completed with title transferring to third party purchasers so that the re-marketing of the Property does not compete with any of the Vendor's efforts to

sell, re-sell and/or transfer title to any of the Other Properties to other purchasers. The Purchaser agrees that such Vendor delays in re-marketing are reasonable and the Vendor shall be deemed to have fulfilled any duty to mitigate damages by so delaying in the re-marketing of the Property.

- (f) The Purchaser acknowledges and agrees that the Purchase Price is firm and binding. The Purchaser is aware that real estate market conditions may fluctuate and change between the time of signing the Agreement and the day of closing. Such fluctuations may be in an upward or downward trend. The Vendor is not responsible for these market conditions, nor does the Vendor have any control over such fluctuations. The Purchaser understands that the Agreement, including all obligations, terms and conditions is firm and binding on the Purchaser. Accordingly, the Vendor will not be obligated to agree to any changes or reductions to the purchaser price, nor will the Vendor provide or be obligated to provide any incentives, deposit structure changes, design studio incentives, adjustments, or changes to the obligations, terms and conditions of the Agreement. Any such changes the Vendor may agree to may impact the availability of the Purchasers' financing and, under such circumstances, the Vendor shall assume no responsibility or liability in regards thereto, including with respect to the availability and terms of the Purchaser's financing. Further, any unavailability of financing shall not be regarded as an event of frustration relieving the Purchaser of their obligations under the Agreement.

13. **COLOUR AND MATERIAL SELECTION**

- (a) Within 7 days of notification by the Vendor to the Purchaser, the Purchaser shall 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, including where applicable and permitted by the Vendor and the Municipality, exterior colours, and in the event such items become unavailable, the Purchaser agrees to re-attend within 7 days of notification to make alternate selections from the Vendor's samples. If the Purchaser fails to attend and 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.
- (b) No changes can be permitted in colours or materials so selected by the Purchaser without the prior written consent of the Vendor (which consent may be unreasonably or arbitrarily withheld). In the event any of the foregoing items in which the Purchaser has a choice, have already been ordered, 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 7 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. The Purchaser shall have no selection whatsoever insofar as exterior colours, designs and materials are concerned. In the event that the subject Dwelling is a semi-detached or a detached dwelling, the Vendor may, in its sole and absolute discretion, provide the Purchaser with selections with respect to exterior colours, designs and materials. The Purchaser shall pay an administration fee of Three Hundred and Fifty (\$350.00) Dollars plus HST for a missed or cancelled appointment. The Purchaser shall pay an administration fee of One Thousand (\$1,000) Dollars plus HST for a re-booking of an appointment to complete a colour and material selection form where the Vendor in its sole discretion permits for a second booking of an appointment to permit the Purchaser to complete the selection, provided that such amount shall be paid by the Purchaser in advance of any subsequent appointment by credit card or certified funds only and any such subsequent appointments shall occur on 2 business days' notice to the Purchaser from the Vendor. In the event that the Purchaser requests any amendment to the colour and material selection form after the date of which the colour and material selection form is finalized and executed by the Purchaser, the Purchaser agrees to pay all costs associated with such amendment plus an administration fee of Nine Hundred (\$900.00) Dollars plus HST each time the colour and material selection form is modified at the request of the Purchaser. For greater certainty, the Purchaser acknowledges and agrees that the Vendor shall have no obligation to accommodate any requested amendment to the Purchaser's colour and material selection form, which shall be in the Vendor's sole and absolute discretion.
- (c) If the Purchaser shall have made a choice of colours and/or materials from either the Vendor's samples or otherwise as aforesaid and because of lack of supply the installation of such colour choice and material cannot be completed in accordance with the Vendor's construction schedule, then the Purchaser shall choose alternate colours and materials within 7 days of notification by the Vendor and, if the Purchaser fails to make an alternate selection as aforesaid, then the Vendor shall have the option of choosing the colours and materials and the Purchaser shall be obligated to accept same.
- (d) If, by the Closing Date, the installation of the selected colours and upgraded materials to be performed by the Vendor or its subtrade(s) has not been completed, and as a result thereof

the Dwelling has not been completed, then the Purchaser shall, notwithstanding such incomplete work, complete the transaction on the Closing Date and shall pay the full amount required to be paid on Closing in accordance with this Agreement, provided that an occupancy permit is available.

- (e) If the Purchaser shall not have made his selection within 7 days after notification by the Vendor or an extended date acceptable to the Vendor, then the Vendor shall have the option of choosing the colours and materials for and on behalf of the Purchaser and the Purchaser agrees to accept same.
- (f) Where omissions occur on the original colour selection sheet, the Purchaser acknowledges that selection by the Vendor will be final.
- (g) Unless otherwise expressly specified herein to the contrary, upgrades shall not be included in, and are in addition to, the Purchase Price.
- (h) The Purchaser further agrees that if the Vendor has preselected interior and exterior colours prior to the purchase herein of the Property, then the prescribed colours shall be final notwithstanding that the Purchaser may have completed a colour selection/chart.
- (i) The Purchaser specifically acknowledges that in the manufacture and/or production of items, variances may occur from the Vendor's samples, particularly as related to dye lots, 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.
- (j) In the event that any of the terms and conditions stated on a contract, addendum or schedule requesting upgrades or extras, if any (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 (save and except for any items which the Vendor determines are in error) take precedence over the terms and conditions of this Agreement provided such provisions do not conflict with the provisions of the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale annexed hereto, in which case the provisions of the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale annexed hereto shall be read to form part of the Purchaser's Extras Contract in the place and stead of the conflicting or contradictory provisions thereof. Without limiting the foregoing, the Vendor and Purchaser agree that the provisions of the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale annexed hereto shall prevail over any provision contained in this agreement, in any amendment to this agreement or in any other document between the Vendor and Purchaser in relation hereto that derogates from, conflicts with or is inconsistent with the provisions of the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale annexed hereto.

14. **MODEL HOMES**

- (a) The Purchaser acknowledges that the Purchaser has purchased the Dwelling on the basis of plans appended to this Agreement and not from a model, vignette or sales office samples. The Purchaser acknowledges that the model homes, if any, may have items installed for decor purposes, such as, but not limited to, upgraded flooring materials, ceramic tile, hardwood, carpet, paint, kitchen cabinets, countertops, lighting and fixtures, driveways, walkways, railings and pickets, skylights, entry doors, interior doors, paneling, wallpaper, window treatment, drapes and any tracks or rods, curtains, plumbing supplies, intercom systems, alarm systems, appliances, air conditioning equipment, central vacuum systems, landscaping, underground sprinkler systems, underground lighting, decks and finished basements. The Purchaser acknowledges and agrees that these decor items will not be included in the Purchase Price and that the contract will consist of only those items listed on Schedule "B".
- (b) Notwithstanding anything herein written, if at the time that this Agreement is executed, the dwelling constructed on the Property has already been substantially completed, the Purchaser shall purchase the Property in an "as built" condition rather than in accordance with any other representations herein contained.
- (c) Furthermore, in the event that the dwelling has been used as a model or show home, the Purchaser acknowledges that the subject premises has been used extensively as a "Model" of "Show" home, and as such, has been subjected to the normal wear and tear associated with that purpose. Unless otherwise specifically agreed in writing, no refinishing shall be done by the Vendor on the subject premises and the Purchaser agrees to accept the dwelling on closing on an "as-is" basis. For the purposes of clarity only, and without restricting the generality of the foregoing, the Purchaser hereby waives any claim in respect of any and scratches and dents on any surfaces, flooring, counters or plumbing fixtures

and/or sun-faded paint and stain colours and any other cosmetic irregularities.

15. **HARMONIZED SALES TAX**

The Purchaser and Vendor agree that the harmonized sales tax (the "HST") applies to this transaction and the Purchase Price includes the HST, net of the federal and Ontario new housing rebates or the like (collectively the "Rebate"). The Purchaser shall assign in a form required by the Vendor and/or by any of the Government of Canada, Government of Ontario and/or any other governmental and/or tax authority (collectively, the "Government") to the Vendor (or to such other party as the Vendor may otherwise require or direct) all of the Purchaser's right, title and interest in the Rebate to which the Purchaser is entitled. In connection with such assignment, the Purchaser shall deliver to the Vendor (or to such other party as the Vendor may otherwise require or direct), forthwith upon request by the Vendor, prior to, on or after the Closing Date, such application, documents and affidavits as may be required by the Vendor and/or the Government to establish the Purchaser's entitlement to the Rebate. If the Purchaser is not entitled to the Rebate for any reason whatsoever or if the Rebate is reduced or withdrawn by the Government and not replaced with an amount equivalent to the amount of the Rebate to which the Purchaser is entitled by the Government or if the Rebate is not or cannot be assigned to the Vendor (or to such other party as the Vendor may otherwise require or direct) or the Rebate is claimed and payment/credit of the Rebate to the Vendor (or to such other party as the Vendor may otherwise require or direct) is denied by the Government or if, following the Closing Date, the Vendor (or such other party identified by the Vendor) believes that the Purchaser does not qualify for the Rebate for whatever reason, including, without limitation, the Property being offered, listed or advertised for sale, lease or transfer privately or otherwise on a listing service system or on, by or through any other publication or medium, then, the Purchaser shall forthwith upon demand by the Vendor pay to the Vendor (or to such other party as the Vendor may otherwise require or direct) an amount equal to the Rebate or the amount so reduced or withdrawn and until so paid, the amount of the Rebate shall form a charge against the Property which charge shall be recoverable by the Vendor (or by such other party identified by the Vendor) in the same manner as a mortgage in default. If the Vendor (or such other party identified by the Vendor) does not receive the full benefit of the Rebate for any reason whatsoever, whether or not as a result of the Purchaser's acts or omissions, the Purchaser shall indemnify and save the Vendor (or such other party identified by the Vendor) harmless in the amount that the Vendor (or such other party identified by the Vendor) would have been entitled to had such Rebate been received, together with all interest and penalties thereon, and all losses, costs, damages and liabilities which the Vendor (or such other party identified by the Vendor) may suffer, incur or be charged with in connection therewith, 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 to such other party as the Vendor may otherwise require or direct), or as a result of the ineffectiveness of the documents purporting to assign the benefit of the Rebate to the Vendor (or to such other party as the Vendor may have otherwise required or directed), which indemnity shall survive the Closing Date. Notwithstanding anything herein contained to the contrary, the Vendor shall have the right to register a Vendor's Lien for the amount of the Rebate against the Property immediately following the Closing Date to secure the Vendor's entitlement (or the entitlement of such other party as may be identified by the Vendor) to the Rebate as herein provided. The Purchaser acknowledges and agrees that the Purchaser shall not be entitled to any refund, credit or abatement in any manner whatsoever should the HST, or any portion thereof, not apply to this transaction for any reason whatsoever. The HST that is included in the Purchase Price is based on the federal portion and the provincial portion of the HST at the rates of 5% and 8%, respectively. If either or both of the rates increase, the Purchaser shall be responsible for the increase and shall pay same as an adjustment on the Closing Date, and if either or both of the rates decrease, the Purchaser shall not be entitled to any abatement or reduction of the Purchase Price. Notwithstanding that the Purchase Price is inclusive of the HST net of the Rebate as aforesaid, the Purchaser, shall, at the Purchaser's own cost and expense, be responsible for the payment of the HST and all other taxes, value added taxes, sales taxes, use taxes or transfer taxes and any increases thereof which may be applicable (collectively the "Applicable Taxes") on all closing adjustments and amounts payable for extras, changes, upgrades, fees and charges.

If the Vendor (or such other party identified by 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 (or such other party identified by the Vendor) 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 (or such other manner as may be determined by the Vendor in its sole, absolute, subjective and unfettered discretion) delivered on the Closing Date, an amount equivalent to the Rebate, in addition to the Purchase Price. In those circumstances where the Purchaser maintains that the Purchaser is eligible for the Rebate despite the Vendor's (or such other party identified by the Vendor) belief to the contrary, the Purchaser shall (after payment of the amount equivalent to the Rebate as aforesaid) be fully entitled to file the rebate form directly with (and pursue the procurement of the Rebate directly from) the Canada Revenue Agency.

The Purchaser acknowledges and agrees for any matter related to HST that is applicable to this transaction, including without limiting the generality of the foregoing, the Rebate, that the Vendor may designate another person (including any party in which the Vendor is acting as the disclosed or undisclosed

agent for when it entered into this Agreement) to be listed as a party to the HST documentation and the Purchaser agrees to execute such HST documentation notwithstanding that a party other than the Vendor may be the recipient, addressee or beneficiary of the Rebate. Where the Vendor determines that such HST documentation is incomplete, incorrect or insufficient for the Rebate to be claimed, the Purchaser, without limiting the generality of Section 30 hereby irrevocably nominates, constitutes and appoints the Vendor (and any other party as may be directed by the Vendor) as its duly authorized attorney, agent and representative to amend, correct and complete, as applicable, such HST documentation including the Rebate form.

Regardless of whether or not the Purchaser is a registrant under the *Excise Tax Act*, the Purchaser shall not be entitled to self-assess the HST payable in respect of this transaction.

16. **AGREEMENT CONDITIONAL**

This Agreement and the transaction arising therefrom are conditional upon compliance with the subdivision control provisions of the *Planning Act* of Ontario, and amendments thereto, at the Vendor's expense.

17. **AGREEMENT NOT TO BE REGISTERED**

The Purchaser acknowledges this Agreement confers a personal right only and not any interest in the Property and that the registration against title of any notice or caution or other reference to this Agreement or the Purchaser's interest is likely to cause inconvenience and prejudice or irreparable harm to the Vendor and other purchasers of dwellings within the Projec. If any such registration occurs, the Vendor may terminate this Agreement forthwith and take full forfeiture of the Purchaser's deposits as liquidated damages and not as a penalty. Further, the Purchaser hereby irrevocably consents to a court order removing such registration and agrees to pay all Vendor's costs and expenses in obtaining such court order including, but not limited to, fees of its solicitors on a full indemnity basis together with any Applicable Taxes thereon. Additionally, the Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as the Purchaser's lawful attorney in the Purchaser's name, place and stead, without liability or claim, for the purpose of removing any such registration from title.

18. **TENDER**

Any tender of documents or money may be made by the Vendor upon the Purchaser hereto or upon the respective solicitor, will be deemed to be good and valid if made in accordance with the provisions of paragraph herein headed "ELECTRONIC REGISTRATION". The Vendor shall not be required to register any discharge of any outstanding mortgage, charge or other encumbrance not being assumed by the Purchaser on the Closing Date, in order to validate or perfect the Vendor's tender upon the Purchaser, and need only make arrangements to discharge same in accordance with the provisions of paragraph headed "TITLE" herein in the event that the Purchaser completes this transaction. The parties agree that payment of monies must be made or tendered in such form and by such method as may be directed in writing by the Vendor, in its sole, absolute, subjective and unfettered discretion. Unless otherwise directed, in accordance with the foregoing, payment shall be made by way of the Purchaser's solicitor's certified cheque drawn on a Schedule "1" Canadian Chartered bank. The Purchaser further acknowledges and agrees that the Vendor shall not be required to provide any key(s) as part of any tender made by it and that this Agreement provides for the release of keys following the Closing.

19. **EXTENSION AND TERMINATION**

- (a) The Purchaser acknowledges that the Occupancy Date as described in this Agreement may be extended in accordance with the Warranty Act and the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale.
- (b) The Vendor shall have a one-time unilateral right, at its sole, absolute, subjective and unfettered discretion, to extend the Firm Occupancy Date or Delayed Occupancy Date (as set out in the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale appended hereto), as the case may be, for 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.
- (c) Forthwith upon any termination of this Agreement the Purchaser shall execute and deliver to the Vendor the form of Mutual Release and Termination Agreement that may be required by the Vendor and/or Tarion in the circumstances of such termination.
- (d) In the event the Purchaser requests an extension to the Firm Occupancy Date or Delayed Occupancy Date, as the case may be, the Purchaser shall pay the Vendor's solicitor's fees and disbursements (plus Applicable Taxes and disbursements) with respect to such requests and any extensions.

20. **AGREEMENT NOT TO MERGE WITH TRANSFER**

All of the covenants, warranties and obligations contained in this Agreement to be performed by the Purchaser shall survive the closing of this transaction and shall remain in full force and effect notwithstanding the transfer of title to the Property to the Purchaser. It is provided that in the event of a breach of any covenant, warranty or obligation contained in this Agreement to be performed by the Purchaser, the Vendor shall be entitled, at its option, to declare this Agreement terminated and to retain all amounts paid by the Purchaser without prejudice to any other rights of the Vendor arising from that breach.

21. **WAIVER**

No provision of this Agreement may be waived by either party except in writing. The waiver of any of the provisions hereunder shall not affect the right of either party to enforce all other provisions not so waived.

The Purchaser acknowledges and agrees that in the event that the Vendor has entered this Agreement as a trustee or agent for and on behalf of an undisclosed beneficiary or principal, whether or not so stated herein, there shall be no liability on such undisclosed beneficiary or principal and the only recourse or remedy that the Purchaser shall have on default by the Vendor herein is against the Vendor and the Property, the Purchaser hereby waiving any rights of recovery or recourse against such beneficiary or principal whether in law, equity or otherwise.

22. **SUBORDINATION AND ASSIGNMENT OF AGREEMENT**

The Purchaser agrees that this Agreement shall be subordinate to and postponed to any mortgages arranged or to be arranged by the Vendor and any advances thereunder from time to time, and to any easement, service agreement and other similar agreements made by the Vendor concerning the property or lands. The Purchaser agrees to do all acts necessary and execute and deliver all necessary documents as may be reasonably required by the Vendor from time to time to give effect to this undertaking and in this regard the Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as the Purchaser's lawful attorney in the Purchaser's name, place and stead for the purpose of signing all documents and doing all things necessary to implement this provision.

At any time prior to the Closing Date, the Vendor shall be permitted to assign this Agreement to any party registered as a Vendor pursuant to the Warranty Act, and upon notification of assumption of this Agreement and such assignment to the Purchaser, the Vendor shall be automatically released from all obligations arising pursuant to this Agreement and the assignee shall continue from the date of such assignment as the Vendor as if it had been the original party to this Agreement. Further, the Vendor may assign this Agreement and its covenants and obligations herein to any lender. As it relates to an assignment of this Agreement to a lender as aforesaid the lender's liability shall be limited as provided for in the assignment.

23. **ACCEPTANCE**

This Offer by the Purchaser, when accepted by the Vendor, shall constitute a binding agreement of purchase and sale without requiring notice of such acceptance to be delivered to the Purchaser prior to such time. Without limiting the generality of the foregoing, acceptance of this offer (or any counter offer with respect thereto) may be made by way of telefax transmission, pdf electronic mail or similar electronic transmission, reproducing the original, provided all of the necessary signatures and initials of both parties hereto are duly reflected on (or represented by) the telefaxed, emailed or electronic copy of the Agreement are so transmitted, and such offer and/or acceptance shall be deemed to have been effected or made when the Agreement is telefaxed, emailed or sent electronically to the intended party, and the parties irrevocably acknowledge and agree that such telefaxed, emailed or electronic transmission of the Agreement shall be binding upon the parties to the same extent as if originally signed.

24. **TIME OF ESSENCE**

Time shall in all respects be strictly of the essence of this Agreement and no extension of time for any payment by the Purchaser or rectification of any breach of any agreement, stipulations, condition or restriction shall operate as a waiver of this provision with respect to any other payment or rectification of any other breach, except as specifically agreed upon in writing by the Vendor or the Purchaser, as the case may be.

25. **PREPARATION AND COST OF REGISTERING DOCUMENTS**

The Transfer is to be prepared by the Vendor on the Vendor's standard form. If required by the Vendor, the deed may contain covenants on the part of the Purchaser to comply with the stipulations set out herein and the covenants, conditions, provisions and restrictions set out in the Condominium's declaration, by-laws and rules, and is to be executed by the Purchaser. Any discharges of underlying mortgages (collectively, the "Discharges") shall be prepared by the Vendor on the Vendor's standard form; the Discharges to be at the expense of the Purchaser, being a fee of \$350.00 plus Applicable Taxes in total, irrespective of the number of Discharges required. The Purchaser shall pay the cost for registration and any exigible taxes on the registration of the Transfer and Discharges. The Purchaser agrees to provide a

statutory declaration on or before closing confirming that there are no judgments outstanding against him and the Purchaser agrees to provide reasonable evidence confirming same, including a creditor's letter if necessary, if requested by the Vendor, if there is any judgment filed against a person with the same or similar name. That statutory declaration shall also include the birth date and social insurance number of the Purchaser. In the event that the electronic document registration system is operative in the relevant Land Registry Office in which the Property is situate, at the Vendor's discretion the Purchaser shall enter into the Vendor's form of escrow closing agreement which shall include provisions relating to the delivery of funds and keys and the exchange, delivery and registration of documentation.

26. **SEVERABILITY**

If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or invalid, or beyond the powers or capacity of the parties hereto, then provided such provision is not, in the Vendor's sole, absolute, subjective and unfettered opinion, essential or fundamental to the completion of this transaction, such provision shall be deemed and construed to be severed and deleted from this Agreement, and the remainder of this Agreement shall continue in full force and effect.

27. **NOTICE**

- (a) Save and except for any notices to be provided pursuant to the Addendum and Statement of Critical Dates, any notice desired or required to be given to the Purchaser shall be in writing, and either delivered personally or by prepaid mail, addressed to the Purchaser's solicitor or to the Purchaser at the address as provided for herein or pursuant to this Agreement or in the Addendum and Statement of Critical Dates, or telefaxed to the Purchaser's solicitor or the Purchaser's telefax number as provided in the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale, or electronically mailed to either the Purchaser at the address contained in the Addendum and Statement of Critical Dates or to the Purchaser's solicitor, with all such address and contact information set out on the front page of this Agreement or in the Addendum and Statement of Critical Dates being subject to other or updated information that may be provided in writing to the Vendor from time to time or otherwise in accordance with this Agreement. If such notice is mailed, it shall be deemed to have been received by the Purchaser on the day (excluding Saturdays, Sundays and statutory holidays) following the date of its mailing, and if such notice is personally delivered, same shall be deemed to have been received on the date of such personal delivery, and if telefaxed, same shall be deemed to have been received on the day (excluding Saturdays, Sundays and statutory holidays) following the transmission of the telefax, and if electronically mailed, same shall be deemed to have been received on the day (excluding Saturdays, Sundays and statutory holidays) following the date of its electronic mailing.
- (b) Save and except for any notices to be provided pursuant to the Addendum and Statement of Critical Dates, any notice desired or required to be given to the Vendor shall be in writing, and either delivered personally or by prepaid mail, addressed to the Vendor's solicitor at the address noted herein and to the Vendor, or telefaxed to the Vendor's solicitor. If such notice is mailed, it shall be deemed to have been received by the Vendor on the 3rd day (excluding Saturdays, Sundays and statutory holidays) following the date of its mailing, and if such notice is personally delivered, same shall be deemed to have been received on the date of such personal delivery, and if telefaxed, same shall be deemed to have been received on the day (excluding Saturdays, Sundays and statutory holidays) following the transmission of the telefax.
- (c) The Purchaser acknowledges and agrees that upon entering into this Agreement, the Purchaser shall provide in the Addendum and Statement of Critical Dates the Purchaser's electronic mail address, and forthwith upon request by the Vendor the Purchaser's solicitor's electronic mail address.
- (d) The Purchaser shall advise the Vendor of any changes in any of its mailing address, telephone number or electronic mail address or of its solicitors forthwith upon such change and no later than 90 days prior to occupancy, failing which the Purchaser shall be charged a fee of \$250.00 plus Applicable Taxes on the Statement of Adjustments.
- (e) The Purchaser agrees to provide the name, address and telephone number of his solicitor to the Vendor or its solicitor in writing no later than 90 days prior to the Occupancy Date. Should the Purchaser fail to provide this information and/or during such 90 day period change solicitors, the Purchaser may be charged a fee of \$500.00 plus Applicable Taxes on the Statement of Adjustments. The Purchaser agrees to provide the Vendor's solicitor with a written direction as to whom title is to be conveyed no later than 90 days prior to the Occupancy Date, failing which, the Vendor is hereby directed to convey title to the Purchaser(s) set forth and named in this Agreement.
- (f) The Purchaser covenants to forthwith and without delay retrieve, collect, receive and read all notices sent to the Purchaser by the Vendor or the Vendor's solicitor.

Provided that during periods of postal interruption or impending postal interruption, notice may not be sent by mail and must be sent by personal delivery, telefax or electronic mail in accordance with sub-paragraphs (a) and (b) above.

28. **GENDER AND NUMBER**

This Agreement is to be read with all changes of gender and number as may be required by the context.

29. **SUCCESSORS AND ASSIGNS**

Except as expressly herein provided, the parties hereto further agree that the covenants, agreements, provisos and conditions in this Agreement contained shall extend to and be binding upon and enure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and permitted assigns.

30. **POWER OF ATTORNEY**

- (a) In accordance with the provisions of the Powers of Attorney Act R.S.O. 1990, as amended, the Purchaser hereby confirms and agrees that each and every power of attorney granted to the Vendor or its signing officers in accordance with the terms of this Agreement may be exercised by the donee(s) during any subsequent legal incapacity of the Purchaser.
- (b) If any documents, instruments, etc. 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 shall be registered in the Land Titles Office for the Property, and a duplicate registered copy thereof (together with a statutory declaration sworn by the attorney or the Purchaser's solicitor confirming that said power of attorney has not been revoked) shall be delivered to the Vendor along with such documents.
- (c) Where a third party has been appointed as the attorney for the Purchaser for the purposes of executing any documents contemplated by this Agreement, then any notices required or desired to be delivered to the Purchaser in accordance with this Agreement may be given to the said attorney, in lieu of the Purchaser or the Purchaser's solicitor (and shall be deemed to have been received by the Purchaser when so delivered to the Purchaser's attorney).
- (d) Where the Purchaser is required to execute and deliver any document herein to the Vendor and fails to do so, the Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor to be and act as the Purchaser's lawful attorney, in the Purchaser's name, place and stead, in order to execute any such documents in accordance with the provisions of the Powers of Attorney Act (Ontario) as amended from time to time.

31. **ELECTRONIC DOCUMENTS AND TRANSFER OF FUNDS**

- (a) Pursuant to subsection 3(1) of the Electronic Commerce Act, 2000 (Ontario), as amended (or any successor or similar legislation) (the "EC Act"): (i) the Purchaser acknowledges and agrees to use and accept any information and/or document to be provided by the Vendor and/or its solicitors in respect of this transaction in an electronic form if, when and in the form provided by the Vendor and/or its solicitors including, without limitation, accepting and providing electronic signatures, delivery by electronic mail and/or by the Vendor making information or documentation available to the Purchaser or its solicitor for access or download from a website; 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 or in originally executed paper form as, when and in the form required by the Vendor and/or its solicitors, in their sole, absolute, subjective and unfettered discretion. The terms "electronic", "electronically" and "electronic signature" utilized in this Agreement shall have the meanings ascribed to them in the EC Act. In the event that the Purchaser and/or its solicitor is not willing or able to use, provide and/or accept information and documentation in electronic form in accordance with the foregoing, the Vendor in its sole, absolute, subjective and unfettered discretion may provide or accept documentation or information other than in electronic form, in which event the Purchaser agrees to pay all of the Vendor's solicitor legal fees and disbursements for same forthwith.
- (b) The Purchaser acknowledges and agrees that the Vendor shall determine, in its sole, absolute, subjective and unfettered discretion, the method by which the Purchaser is to make payment of any funds payable by the Purchaser in respect of this transaction. Such method may include, at the option of the Vendor, delivery of funds by the Purchaser electronically through an electronic funds transfer system (the "EFTS") designated by the Vendor or the Vendor's Solicitors, including, without limitation, the Closure Service provided by Teranet Inc.. In such case:
  - (i) the Purchaser's solicitor shall be registered with the provider of the EFTS, and, at

the request of the Vendor's solicitors, shall provide evidence of such registration to the Vendor's solicitors at least 10 days prior to closing;

- (ii) the Purchaser and/or the Purchaser's solicitor shall execute such documents as the Vendor or the Vendor's solicitors may require in connection with the EFTS; and
- (iii) the Purchaser shall pay as an adjustment on closing to the Vendor or its solicitors all fees and charges imposed by the provider of the EFTS together with any wire transfer fees and charges imposed upon the Vendor or its solicitors by their banks in connection with the transfer of funds.

## 32. **ELECTRONIC REGISTRATION**

If the electronic registration system (hereinafter referred to as the "Electronic System" or "ERS") is operative in the applicable Land Registry Office in which the Property is registered, the following provisions shall prevail, namely:

- (a) the Purchaser shall be obliged to retain a lawyer in good standing with the Law Society of Ontario to represent the Purchaser in connection with the completion of the transaction, and shall authorize such lawyer to enter into an escrow closing agreement with the Vendor's solicitor on the latter's standard form (hereinafter referred to as the "Escrow Document Registration Agreement"), establishing the procedures and timing for completing this transaction. The Purchaser shall reimburse the Vendor as an adjustment on closing for any additional legal costs that the Vendor may incur to complete this transaction under ERS of \$250.00, plus Applicable Taxes.
- (b) the delivery and exchange of documents and monies for the Property 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 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) if the Purchaser's lawyer is unwilling or unable to complete this transaction via ERS, in accordance with the provisions contemplated under the Escrow Document Registration Agreement, then said lawyer (or the authorized agent thereof) shall be obliged to personally attend at the office of the Vendor's solicitor at the time on the scheduled Closing Date as may be directed by the Vendor's solicitor or as mutually agreed upon, in order to complete this transaction via ERS utilizing the computer facilities in the Vendor's solicitor's office;
- (d) the Purchaser expressly acknowledges and agrees that the Purchaser will not be entitled to receive the transfer to the 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 if agreed to by the Vendor's solicitor, by electronic funds transfer to the Vendor's solicitor (or in such other manner as the latter may direct) prior to the release of the transfer for registration;
- (e) each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the Property shall be delivered to the other party hereto on or before the Closing Date; and
- (f) notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor's solicitor has:
  - (i) delivered all closing documents and/or funds to the Purchaser's solicitor in accordance with the provisions of the Escrow Document Registration Agreement;
  - (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 ERS in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor without the cooperation or participation of the Purchaser's solicitor, and
  - (iv) without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the aforementioned documents and/or funds, and without any requirement to have an independent witness evidencing the foregoing.

33. **HEADINGS**

The headings to the clauses of this Agreement form no part of the agreement but shall be deemed to be inserted for convenience of reference only.

34. **APPLICABLE LAW AND JOINT AND SEVERAL LIABILITY**

This Agreement shall be governed by the laws of the Province of Ontario. If more than one individual, partnership and/or company comprises the Purchaser, then all of the covenants, obligations and agreements of the Purchaser herein shall be deemed and construed to be the joint and several covenants, obligations and agreements of all the individuals, partnerships and companies comprising the Purchaser.

35. **FINANCIAL INFORMATION**

The Purchaser represents that the Purchaser is capable of obtaining the financing the Purchaser requires to enable the Purchaser to complete this transaction. The Purchaser hereby consents to the Vendor obtaining a consumer report containing credit and/or personal information for the purposes of this transaction. In addition, the Purchaser shall deliver to the Vendor, within 10 days of acceptance of this Agreement by the Vendor and thereafter within 14 days of demand from the Vendor or any agent thereof, 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 and evidence of the source of the payments required to be made by the Purchaser in accordance with this Agreement and a mortgage commitment from one of the Schedule "1" chartered banks in Canada with respect to this transaction of purchase and sale, all of the foregoing to be satisfactory to the Vendor in its sole, absolute, subjective and unfettered discretion. Any failure by the Purchaser to comply with the provisions of this paragraph shall constitute a default by the Purchaser, pursuant to which the Vendor shall have the right to terminate this Agreement and take forfeiture of the Purchaser's deposit in accordance with the provisions of this Agreement. In this regard, the Purchaser acknowledges and agrees that (a) the aforesaid information has been provided with the Purchaser's knowledge and consent that such information may be used by the Vendor, its consultants and its lending institution(s) for the purpose of arranging financing to complete the transaction contemplated by this Agreement and; (b) such information may remain on file by the Vendor for future reference.

Without limiting the foregoing and as an additional right of the Vendor, in the event that the Purchaser does not provide 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 as aforesaid, the Vendor shall have the option to require the Purchaser to pay additional deposits at such times and in such amounts to be indicated by the Vendor, in its sole, subjective and absolute discretion, provided that such further deposits total no more than 5% of the Purchase Price, and the Purchaser shall be obligated to comply with the Vendor's requirement.

36. **PERSONAL INFORMATION**

- (a) The Purchaser(s) consents to the Vendor collecting and possessing the Purchaser's "personal information" (as such term is defined in the Personal Information Protection and Electronic Documents Act 2000, c.5) obtained by the Vendor pursuant to and in connection with this Agreement. The Purchaser acknowledges and agrees that the aforesaid information has been provided to the Vendor with the Purchaser's knowledge and consent. In addition, the Purchaser(s) consents and agrees to the Vendor and/or the Vendor's solicitors, agents, consultants and sales representatives (collectively, including the Vendor, the "**Vendor Parties**") using, releasing, disclosing and/or retaining on file the Purchaser's personal information, including, without limitation, to: (i) a company or organization affiliated, associated or related to the Vendor, in order to provide the Purchaser with information relating to this Project and other projects of such entities; (ii) any provider of utilities, services and/or commodities to the Property (including, without limitation, gas, electricity, water, telephone, internet and other communication services, cable, heating, cooling, satellite t.v., appliances and/or property tax assessments) for the purpose of marketing, promoting and providing such utilities, services and/or commodities to the Property; (iii) the Vendor's consultants and lending institution(s) for the purpose of arranging financing to complete the transaction contemplated by this Agreement; (iv) the Vendor's sales agents and representatives for the purpose of using same for promotional and marketing purposes; (v) any trades/suppliers and/or sub-trades/suppliers, if retained by or on behalf of the Vendor (or are otherwise dealing with the Vendor), to facilitate the installation of and/or supply of finishings to the Dwelling; and (vi) the Canada Revenue Agency and all other governmental authorities as may be required by all applicable laws, statutes, regulations, bylaws, ordinances, orders, and the like.
- (b) The Purchaser consents to the Vendor Parties retaining the Purchaser's personal information through any type of files, servers and/or systems, including, without limitation, cloud-based servers and/or systems provided by third parties, and/or hardware data retention systems. The Vendor Parties do not represent or guarantee that its files, its

servers and/or its systems, its hardware data retention systems and/or any cloud-based servers and/or software provided by third parties will be free from loss, corruption, attack, viruses, interference, hacking or other security intrusion and the Purchaser's name and personal information may be subject to such security intrusions and/or unauthorized disclosure. The Purchaser hereby irrevocably releases and forever discharges the Vendor Parties from all losses, actions, claims, demands, proceedings and all other matters relating to the such security intrusions and unauthorized disclosure and same may be pleaded as an estoppel or bar to any action, claim, demand or proceeding by the Purchaser in this regard. The Vendor Parties may rely on this release notwithstanding that the Vendor Parties, other than the Vendor, are not parties to this Agreement.

37. **ELECTRONIC COMMUNICATIONS**

The federal government has enacted legislation that requires we obtain your consent to send you electronic communications, which may include correspondence, requests, announcements, update or other information that may be of interest to you.

By signing this Agreement you agree to receive electronic communications from the Vendor, as well as from our affiliated corporations and/or related entities. In addition, the Purchaser consents to receiving electronic commercial messages from the Vendor's trades, businesses, bodies or agencies which shall include but not be limited to (i) financial institutions or private lenders; (ii) insurance companies; (iii) any of the Vendor's trades or suppliers or any sub-trades and sub-suppliers; and (iv) providers of telephone, television, telecommunications, security and utility services.

You can withdraw your consent to receiving electronic communications at any time by contacting [centralcoordinator@andrinhomes.com](mailto:centralcoordinator@andrinhomes.com).

38. **ADVERTISING AND PROMOTIONAL MATERIALS**

The Purchaser acknowledges and agrees that the Vendor shall have the right to use drawings, photographs, videos or other depictions of the Property (including without limitation, the interior and/or exterior of the Dwelling) and/or the Project or any components or features thereof in any promotional or advertising materials without notice to or consent from the Purchaser being required in any manner whatsoever.

39. **ENTIRE AGREEMENT**

This Agreement and all schedules referred to in this Agreement constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject-matter of this Agreement and supersedes all prior or contemporaneous understandings or agreements or usage or course of dealings of the parties. Oral representations or warranties by the Vendor or its officers, directors, sales personnel, employees or agents prior to or at the time of entering into this Agreement or at any time thereafter shall not form part of nor shall they amend this Agreement. There is no oral and/or written representation, warranty, collateral agreement or condition affecting this Agreement or the Property, or supported hereby, except as set forth herein in writing. No reliance is placed by the Purchaser on any oral or written representations, opinions, advice or assertions of fact made by the Vendor or its officers, directors, sales personnel, employees or agents prior to or at the time of entering into this Agreement or at any time thereafter except as set forth herein in writing. Accordingly, there shall be no liability either in tort or contract, assessed in relation to such warranty, representation, opinion advice or assertion of fact except to the extent aforesaid. The Purchaser has not been induced to enter into this Agreement by, nor is the Purchaser relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement. The Purchaser acknowledges that the new home industry is multi-faceted and complex and that while sales personnel or agents may be knowledgeable about most issues regarding the purchase and construction of a new home, they cannot be expected to know all aspects in detail. The Purchaser is encouraged to have this Agreement reviewed by the Purchaser's solicitor prior to signing same. The Purchaser acknowledges having read all paragraphs and schedules of this Agreement. ORAL REPRESENTATIONS OR WARRANTIES BY THE VENDOR OR ITS AGENTS SHALL NOT FORM PART OF NOR SHALL THEY AMEND THIS AGREEMENT. THE PURCHASER ACKNOWLEDGES HAVING READ ALL PARAGRAPHS AND SCHEDULES OF THIS AGREEMENT.

40. **IRREVOCABLE**

The Purchaser's offer to purchase the Property, as set out in this Agreement, is irrevocable by the Purchaser until one minute before midnight on the irrevocable date hereinbefore set out, after which time if not accepted, this Agreement shall be void and the deposit monies returned to the Purchaser, without interest. This transaction shall be completed on the Closing, on which date vacant possession of the Dwelling is to be given to the Purchaser.

41. **ONE PURCHASER BINDS ALL PURCHASERS**

In the event that more than one party comprises the Purchaser herein, the obligations of such parties under

this Agreement shall be joint and several, and in the event that any one of the parties comprising the Purchaser executes any agreement, amendments, extension agreement, notice, colour or materials or upgrades selections charts or order forms or any other agreement, notice, acknowledgment or matter in respect of this Agreement or the Property, all of the parties comprising the Purchaser shall be bound by the document executed by the one party on behalf of the others and each such party hereby grants a Power of Attorney to the other or others for any such purpose. The Vendor may, but shall not be required, to obtain the signatures or execution of all parties comprising the Purchaser to any other documents as aforesaid.

42. **RIGHT OF SURVIVORSHIP**

Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed that if the Purchaser comprises more than one individual, then all individuals comprising the Purchaser shall be deemed and construed to have acquired the Property on joint account with right of survivorship, and accordingly should any of the individuals comprising of the Purchaser die before Closing and the completion of this Agreement, then the Vendor is hereby irrevocably authorized and directed to engross the Transfer/Deed in the name of the surviving individual(s) comprising the Purchaser, without requiring probate of the deceased individual's last will and testament (and regardless of the provisions of any last will and testament of the deceased individual comprising the Purchaser and/or any rules applicable on the Purchaser's intestacy), provided however that the surviving individual(s) comprising the Purchaser shall nevertheless be obliged to deliver to the Vendor's solicitor a notarial copy of the death certificate, or the funeral director's certificate, or other satisfactory proof of death of the deceased individual comprising the Purchaser, and shall also be obliged to execute and deliver, on or before Closing, the Vendor's standard form of indemnity pursuant to which the surviving individual(s) comprising the Purchaser shall jointly and severally indemnify and save the Vendor and its solicitors harmless from and against all costs, claims, damages and/or liabilities which either or both of them may suffer or incur as a result of transferring title to the Property to the surviving individual(s) exclusively (including any claims from any children, relatives or other heirs of the deceased individual comprising the Purchaser, or from any beneficiaries of the estate of the deceased individual comprising the Purchaser).

43. **RETURN OF DEPOSITS**

If the Purchaser is entitled to the return of any deposits pursuant to the provisions of this Agreement, the Purchaser acknowledges and agrees that the deposits shall be returned by cheque payable to the Purchaser and not payable to the payor(s) of any deposits if said payor(s) are different than the Purchaser. If the Purchaser is comprised of more than one entity or person, the Purchaser acknowledges and agrees that the aforementioned deposits shall be made payable to all entities and persons that comprise the Purchaser, as payees. The Purchaser acknowledges and agrees that said deposits shall be delivered to the Purchaser at the Purchaser's address in accordance with the Section entitled "Notice", above.

**SCHEDULE “B”**

The following Schedule details the features and finishes per the standard layout for the 2 & 3 Storey Townhomes at GLENWAY TOWNS, Newmarket:

**THE PURCHASER(S) SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE VENDOR WILL NOT PERMIT ANY CHANGES TO THE FLOOR PLAN OR ELEVATIONS.**

**Exterior Features**

- Wood frame construction with architecturally controlled exterior elevations featuring upgraded clay brick masonry detailing, precast stone accents, precast stone sills and pre-finished architectural cladding, metal siding, stucco and decorative accents, as per elevation selected.
- House siting and exterior colours will be architecturally pre-selected and coordinated to ensure a harmonious streetscape in conformance with applicable zoning and architectural control guidelines.
- Low maintenance pre-finished aluminum soffits, fascia, eavestrough and downspouts.
- Self-sealing fiberglass roof shingles in architecturally pre-selected colours with manufacturer's LIMITED LIFETIME WARRANTY.
- 8' single or double steel-clad insulated front entry door with double-glazed transom and/or glass insert/side lite, as per plan/elevation.
- Front entry doors with brushed metal grip set and dead bolt lock. Exterior light at front entry, location per Vendor.
- House address number integrated into masonry façade (one side only, per Vendor).
- Pre-finished and insulated paneled sectional garage doors with vision inserts, as per elevation.
- Low maintenance Low-E, argon filled vinyl casement windows to better than code for increased efficiency at front, rear and side elevations.
- Sliding patio doors (size per model selected) with thermopane, tempered insulglass with screen or swing door, as per plan.
- Fully graded and sodded lot with precast concrete front walkway. Precast step(s) at exterior door(s), as required by grade.
- Fully paved driveway on private portion of driveway, as per plan, adjusted on Closing.
- Two exterior hose bibs, one in the rear of the home and one in the garage.
- Insulated metal entry access door from the garage to house, grade permitting.
- For walk-out basement conditions as per lot grading, the following features are included in the walk-out premium: additional masonry brick façade as required, additional insulation, basement sliding door or swing door as required by Architectural Control, larger rear basement vinyl window(s), pressure treated wood balcony, one additional exterior light and exterior electrical outlet, location per Vendor.
- For look-out basement conditions as per lot grading (8 to 12 risers), the following features are included in the look-out premium: additional masonry façade as required, additional insulation, larger rear basement vinyl window(s), pressure treated wood deck, complete with stairs to grade, as required.
- For deck lot conditions as per lot grading (4 to 7 risers), the following features are included in the deck lot premium: pressure treated wood deck, complete with stairs to grade, as required.

**Interior Finishes**

- 9' ceiling heights on the ground and main floors and 8' ceilings on the upper floor including coffered ceiling in the primary bedroom. Ceiling heights exclude dropped ceiling areas in the laundry room and all bathrooms and anywhere bulkheads are required for mechanical and structural requirements.
- 12" x 12" or 13" x 13" ceramic or porcelain tile in foyer and ground floor hall, as per plan, from Vendor's standard line.
- Natural finish oak veneer stair with solid wood treads from the ground to upper floor (as applicable) to have one coat of sealer. Integral stair landings include natural finish solid oak strip flooring, finished on site.
- Natural finish solid oak handrail and straight metal pickets on staircase from the ground to upper floor (as applicable).
- 6'8" 2-panel smooth finish interior doors throughout except where sliders are shown.
- 2¾" casing on all windows and doors and 4" baseboards in finished areas.
- Brushed metal lever handles on interior swing doors throughout.
- 7" laminate flooring in the ground floor recreation room or Optional Bedroom #4 as applicable, all non-tiled areas on the main floor, from Vendor's standard samples.
- Quality carpeting with ½" underpad from Vendor's standard line on all non-tiled areas on the upper floor, as per plan.
- Spray texture ceiling in finished areas on the ground floor, main floor and upper floor with 4" smooth border, excluding closets, vaulted and coffered ceilings. Smooth ceilings in the kitchen, all bathrooms and laundry rooms.
- Optional 36" linear electric fireplace, location as per plan.
- Shelving installed in all closets.
- 8' trimmed archways on the main floor where ceiling/bulkheads permit.
- Interior walls in finished areas decorated in Low VOC flat latex with one primer coat and one finish coat except for kitchen, bathrooms, main or second floor laundry rooms and interior wood trim/doors, which are finished in semi-gloss. Hinges not painted.

**Kitchen Features**

- Kitchen door and drawer fronts per Vendor's standard line.
- Appliance openings include (approx.) 36" x 74" high opening for future refrigerator, 30" opening for future freestanding range and 24" opening for future dishwasher.
- Extended height upper kitchen cabinetry, as per plan.
- Extended depth fridge upper cabinet and one side gable, as per plan.
- Under cabinet slimline, hood fan in stainless finish with black accents, over stove location, vented to exterior, as per Vendor.
- Flush Breakfast bar or kitchen island, as per plan.
- Manufactured stone countertop with square edge from Vendor's standard line.
- 12" x 12" or 13" x 13" ceramic or porcelain tile floor per Vendor's standard line.
- Double bowl or bowl and a half under mounted stainless steel sink with washerless single lever faucet and integrated pull out sprayer in chrome (sink size and configuration per Vendor).
- Kitchen cabinetry opening to accommodate future dishwasher complete with rough-in plumbing and electrical.

**Bathroom/Powder Room Features**

- 12" x 12" or 13" x 13" ceramic or porcelain tile floor in bathrooms/powder room per Vendor's standard line.
- Two (2) piece powder room on main floor with pedestal sink and 24" x 36" bevelled mirror, as per plan.
- Three (3) piece bathrooms include 5' acrylic tub with full height ceramic wall tile or shower enclosure with 2"x 2" floor tile (white, grey or beige) full height ceramic wall tiles on walls and ceiling from Vendor's samples, as per plan.
- Four (4) piece bathrooms, when tub and shower are separate, include a freestanding acrylic oval soaker tub, as per plan.
- Separate shower enclosures include 2" x 2" floor tile (white, grey or beige) full height ceramic wall tiles on walls and ceiling from Vendor's samples, water resistant pot light and framed glass shower door and/or panel (as applicable), as per plan.
- Three (3) and four (4) piece bathroom(s) include vanity with recessed kick plate from Vendor's standard line and 24" x 36" mirror over sink.
- Three (3) and four (4) piece bathroom(s) include Formica countertop with drop-in ceramic sink.
- Certified water saving toilets throughout.
- Classic white plumbing fixtures in bathroom(s) and powder room.
- Lighting over vanity in bathroom(s) and main floor powder room.
- Washerless single lever faucets in vanities, shower stall and bathtubs, except over tubs where a Roman spout is provided (Posi Temp valve in all showers).
- Privacy lock on all bathroom and powder room doors.
- Shut-off valves on high volume fixtures.
- All bathrooms vented to the exterior with exhaust fans.

**Laundry**

- Polymer laundry tub, located as per plan.
- Faucets and separate drain for automatic washer.
- 12" x 12" or 13" x 13" ceramic or porcelain floor tile per Vendor's standard line.
- All main and upper floor laundry closets/rooms in 3 storey towns to include a floor drain.
- Wiring and vent for dryer.

### **Electrical**

- Energy efficient LED lighting provided throughout.
- Switched wall outlet in lieu of overhead lighting provided in living room and family room/great room.
- One (1) electrical outlet provided at 60" FFF, located over the optional electric fireplace.
- Capped ceiling outlet provided in the dining room, as per plan.
- Decor electrical switches, receptacles, and plates.
- Split electrical outlets installed at counter level in kitchen.
- Heavy-duty wiring and outlet for stove and dedicated electrical outlet for the refrigerator.
- Electrical outlets near vanity in all bathrooms and powder rooms protected by ground fault interrupter (GFI).
- Combined smoke/carbon monoxide detectors and strobe lights located as per building code.
- Integrated USB plug in kitchen
- Telephone and cable services to be terminated in a meter box located on the exterior, adjacent to the hydro meter, as per Vendor. Purchaser to arrange for future wireless communication services directly with the service providers, after closing.
- 100-amp electrical service with circuit breaker panel and copper wiring.
- Two (2) exterior electrical outlets, location per Vendor, both with ground fault interrupter (GFI).
- Separate electrical outlet on garage ceiling installation of future garage door opener after Closing.
- Front door chime.
- Rough-in for future installation of a central vacuum system with adjacent electrical, all runs dropped into the basement, as per Vendor.
- Empty conduit from garage to the electrical panel for installation of a future EV car charger in garage, location per Vendor.

### **Heating**

- High efficiency ENERGY STAR® forced air heating system. Note: heating equipment location may vary from plan.
- High efficiency power-vented gas-fired or tankless hot water heater on a rental basis, as per Vendor.
- Heating equipment ductwork pre-sized for installation of central air conditioning.
- Heat Recovery Ventilator (HRV) for fresh air circulation.
- Programmable thermostat.

### **Construction Features**

- Energy conservation specifications for insulation, windows & doors, heating & ventilation that meets or exceeds the energy requirements of the Ontario Building Code.
- Poured concrete front porch and garage floor with reinforced grade beams.
- Advanced floor joist system utilizing engineered floor joist technology.
- Tongue and groove sub-floors glued, nailed, and screwed down to floor joist.
- 3/8" plywood or OSB roof sheathing.
- Covered front porch, as per plan.
- Exterior walls of habitable areas framed with 2"x 6" stud construction with walls insulated to R-22, basement insulated to R-20 and attic insulated to R-60.
- Spray foam insulation in garage ceiling below habitable areas as well as all cantilevered areas.
- Air/vapour barrier applied to exterior walls. Air seal package to all exterior doors and windows.
- All garage walls to be fully drywalled and primed.

### **N.B.**

Subject to the terms of the Agreement of Purchase and Sale attached hereto, the Vendor shall have the right to substitute other products and materials for those listed in this Schedule 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.

1. The Purchaser hereby acknowledges and agrees that due to grading and drainage conditions, the Vendor at its sole discretion may make the following modifications without adjustment to the purchase price and without further notice to the Purchaser:
  - a. Although the house plan may indicate the inclusion of a door, which would be an insulated steel door, between the garage and the home, the door may be eliminated.
  - b. Although the house plan may indicate the inclusion of a side door, the door may be eliminated.
  - c. One or more steps may be installed with or without a railing in the garage due to the difference in level of the garage and the balance of the house, although such step or steps and/or railing may interfere with or limit the use of the interior of the garage.
  - d. The laundry/utility room may be lowered to accommodate the door to the laundry/utility room from the garage and/or the exterior side door.
  - e. The installation of a deck may or may not be required depending upon the grading requirements for that lot.
2. Purchaser acknowledges that exterior railings are to be installed on front porch, as per applicable model, or when the top of the porch height exceeds 23 5/8" above finished grade, as determined by the Vendor or as required by the Control Architect, Municipality, or governing authority.
3. The Purchaser acknowledges that the unfinished basement may have reduced headroom areas due to mechanical duct and/or supporting structures.
4. The Purchaser acknowledges that the entry steps to the house may vary or be eliminated due to grading conditions.
5. The Purchaser acknowledges that finishing materials contained in any model home or sales office display including but not limited to: carpet, furniture, electrical fixtures, drapes, ceramic flooring, upgraded kitchen cabinets, stained staircases, railing, wallpaper, paint, landscaping and fencing may be for display purposes only and may not be of the same grade or type, or may not be included in the dwelling unit purchased herein.
6. The Purchaser acknowledges that all features are as per applicable plan and are not standard on all plan types.
7. Marble, granite, and wood are subject to natural variations in colour and grain. Ceramic and porcelain tiles, carpet and laminated flooring are subject to pattern, shade and colour variations.
8. If the Lot 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 date designated by the Vendor (of which the Purchaser shall be given seven (7) days prior notice) to properly complete the Vendor's colour and material selection forms. If the Purchaser fails to do so within such time, the Vendor may irrevocably exercise all the Purchaser's rights to colour and material selections hereunder and such selection shall be binding upon the Purchaser. No changes whatsoever shall be permitted in colours, or materials 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 material and items are of equal quality to or better than the materials and items set out herein.
9. The purchaser acknowledges that there shall be no reduction in the price or credit for any standard feature listed herein which is omitted at the Purchaser's request.
10. References to model types/model numbers refer to current manufacturer's models. If these types or models change, the Vendor shall provide an equivalent model.
11. All dimensions, if any, are approximate. All specifications, dimensions and materials are subject to changes without notice.
12. Pursuant to this Agreement or this Schedule or pursuant to a supplementary agreement or purchase order, the Purchaser may have requested the Vendor to construct an additional feature within the Lot which is in the nature of an optional extra, if, as a result of building, construction or site conditions within the Lot, 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.
13. The Vendor shall have the right to substitute other products and materials for those listed in this Schedule or provided for in the plans and specifications provided that the substituted products and materials are of a quality too, or better than the products and materials so listed or so provided.
14. Floors and specific finishes will depend on Vendor's samples for specific areas selected.
15. All features and finishes are as per model plan and elevation selected.

Please note: The Vendor shall have the right to make reasonable changes in the opinion of the Vendor in the plans and specifications if required and to substitute other material for that provided for herein with material that is of equal or better quality than that provided for herein. The determination of whether or not a substitute material is of equal or better quality shall be made by the Vendor's architect whose determination shall be final and binding. Colour, texture, appearance, etc. of features and finishes installed in the Property may vary from Vendor's samples as a result of normal manufacturing and installation processes. E & O.E.

SCHEDULE 'C' - SITE PLAN



NEWMARKET

**GLENWAY**

TOWNHOMES

INITIAL RELEASE

LEGEND

RL

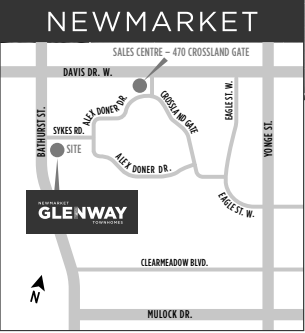
19 FT 2-CAR GARAGE  
REAR LANE TOWNS

DF

18 FT 3-STOREY  
TOWNS

TH

20 FT. 2-STOREY  
REAR YARD TOWNS



Site Plan is not to scale and is artist's concept only. Pott dimensions are reflected on the draft Reference Plan included in the Condominium Documents. Proposed municipal street names are subject to change at the discretion of the Town of Newmarket. Sidewalk, community mailbox locations, and future trail configuration are subject to change per municipal approvals and/or site conditions. Future Park access is provided by way of easement over the private condominium road. Tree installations & locations are approximate and are not associated to any Pott. Tree canopy as depicted reflects future growth. E. & O. E. \_20260506



## SCHEDULE "CEC"

### COMMON ELEMENT CONDOMINIUM

1. The meaning of words and phrases used in this Schedule shall have the meaning ascribed to them in the Condominium Act, 1998, 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 Documents"** shall mean the Creating Documents (as hereinafter defined), the by-laws and rules of the Condominium Corporation, the disclosure statement and budget statement, as may be amended from time to time;
- (c) **"Condominium Corporation"** shall mean the Common Elements Condominium Corporation created upon registration by the Vendor of the Creating Documents;
- (d) **"Creating Documents"** means 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;
- (e) **"Property"** means the property being purchased by the Purchaser pursuant to the Agreement and defined as the Property therein.

2. The Purchaser acknowledges and agrees that attached to the Property is an undivided common interest in the Condominium Corporation.

3. The portion of the Purchase Price attributable to the purchase of the common interest in the Condominium Corporation shall be Two (\$2.00) Dollars, and no portion of the Deposits are attributable to the purchase of the common interest in the Condominium Corporation.

4. The Purchaser agrees to accept title to the Property subject to the Condominium Documents or any notice thereof pursuant to the Act 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 Property, the common interest in the Condominium Corporation cannot be severed from the Property upon any subsequent sale of the Property.

5. The Vendor's proportionate amount of the common expenses attributable to the Property shall be apportioned and allowed to the Closing Date.

6. The Purchaser acknowledges that the Condominium Corporation and the purchase of a common interest in the Condominium Corporation is not warranted by the Ontario New Home Warranties Plan Act.

7. The Purchaser acknowledges that the common elements on the registration of the Creating Documents will be constructed to standards and/or the requirements of the Municipality. The Purchaser covenants and agrees that 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 the Purchaser's successors in title against the Vendor. The Vendor may, from time to time, change, vary or modify in its sole, absolute, subjective and unfettered discretion or at the instance of any governmental authority or mortgagee, any part of the common element(s) 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, or 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 changes, variances, modifications or alterations and agrees to complete the sale notwithstanding any of the same.

8. The Purchaser shall pay as an adjustment on Closing a charge of \$100.00 plus any Applicable Taxes with respect to the provision of a status certificate. In the event that a status certificate is not provided by the Vendor's solicitor (but rather the property management company), this adjustment shall not apply and the Purchaser shall be required to obtain a status certificate from the property management company at its own expense.

9. The Purchaser covenants and agrees to deliver to the Vendor, if so requested on Closing, either a series of post-dated cheques or a pre-authorized form, both in amounts estimated to be payable to the Condominium Corporation for payments due on account of common expenses for the ensuing 12 month period following Closing. The Purchaser shall also pay an amount equal to the common expenses of the

Condominium Corporation payable by the Property for a period of 2 months, which sum shall be payable directly to the Condominium Corporation by way of a certified cheque on Closing to become part of the reserve fund and which shall be in addition to any common expenses otherwise payable to the Condominium Corporation.

10. The Purchaser acknowledges that this transaction cannot be completed prior to the creation of the Condominium Corporation. If, on the Closing Date, the Condominium Corporation is not created, the Purchaser shall be required to take occupancy of the Property prior to registration of the Condominium Corporation in accordance with Schedule "C" to the Addendum and Statement of Critical Dates appended to this Agreement. Further, on or prior to taking occupancy of the Property as aforesaid, the may be required to execute the Vendor's form of occupancy agreement and to pay a further sum on account of the Purchase Price required by the Vendor to the Vendor's solicitors to be held in trust pending completion or termination of this transaction. During the Purchaser's period of occupancy, the Purchaser to pay a monthly Occupancy Fee as defined in Schedule "C" to the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale.

11. The Purchaser acknowledges that the Occupancy Date defined in the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale may be extended in accordance with the Warranty Act and the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale.

12. The Vendor shall have a one-time unilateral right, at its sole, absolute, subjective and unfettered discretion, to extend the Firm Occupancy Date or Delayed Occupancy Date (as set out in the Statement of Critical Dates and Addendum to Agreement of Purchase and Sale appended hereto), as the case may be, for 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.

DRAFT

**SCHEDULE "D"**

**ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE MATERIALS**

THE UNDERSIGNED PURCHASER HEREBY ACKNOWLEDGES DELIVERY OF A COPY OF THE FOLLOWING DOCUMENTS:

- (a) copy of the Agreement of Purchase and Sale and all schedules attached/referenced therein (to which this Acknowledgement is attached as a Schedule) executed by the Vendor and the Purchaser;
- (b) copy of the Current Disclosure Statement in accordance with the requirements of the Condominium Act, 1998; and
- (c) copy of Ontario's Residential Condominium Buyers' Guide.

The Purchaser acknowledges and agrees that the items described in this schedule may be delivered to the Purchaser in electronic format (via html link, e-mail or recorded on USB, CD-Rom or any other electronic media) or in hard copy/paper format.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
(Printed Name of Purchaser)

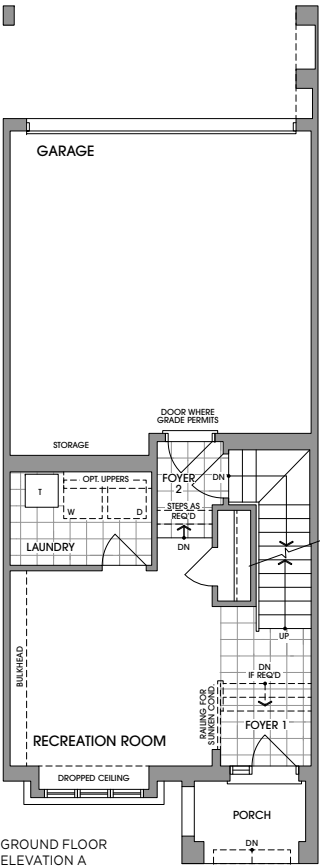
\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Signature of Purchaser

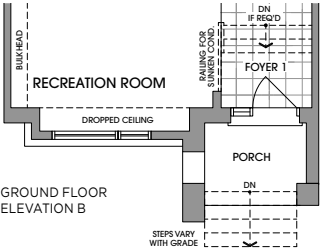
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(Printed Name of Purchaser)



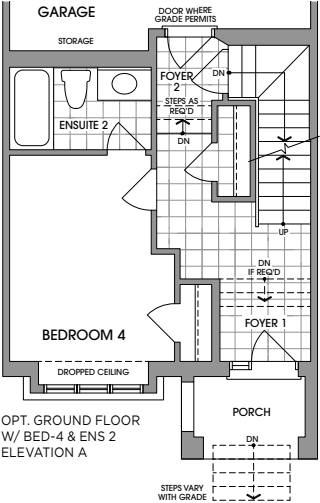
Andrin Nova Towns Limited  
POTL# \_\_\_\_\_



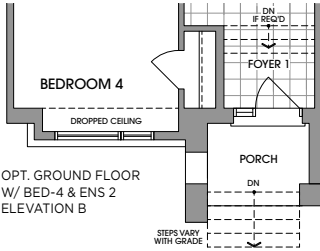
GROUND FLOOR  
ELEVATION A



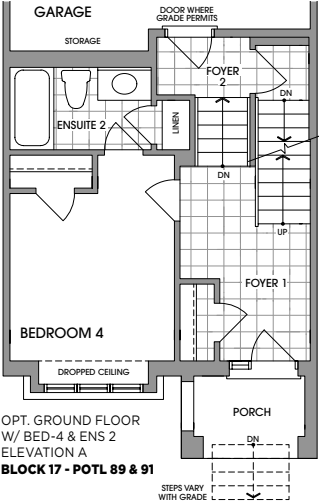
GROUND FLOOR  
ELEVATION B



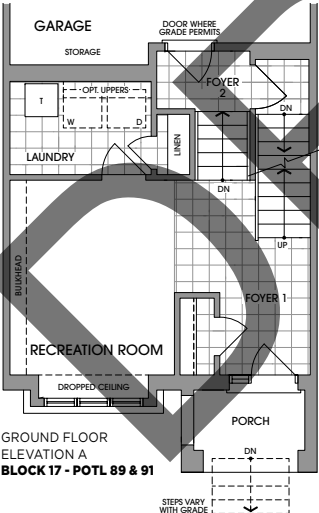
OPT. GROUND FLOOR  
W/ BED-4 & ENS 2  
ELEVATION A



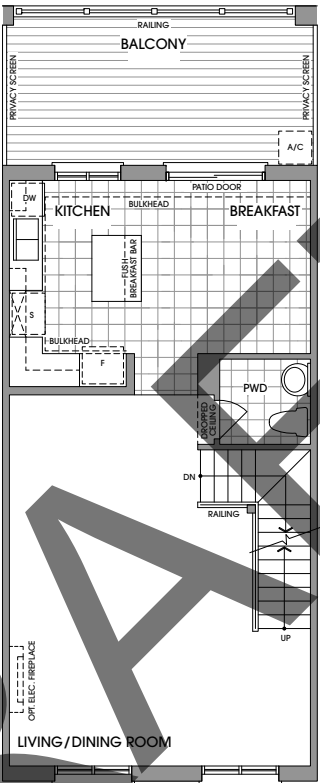
OPT. GROUND FLOOR  
W/ BED-4 & ENS 2  
ELEVATION B



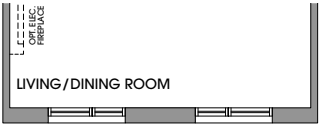
OPT. GROUND FLOOR  
W/ BED-4 & ENS 2  
ELEVATION A  
**BLOCK 17 - POTL 89 & 91**



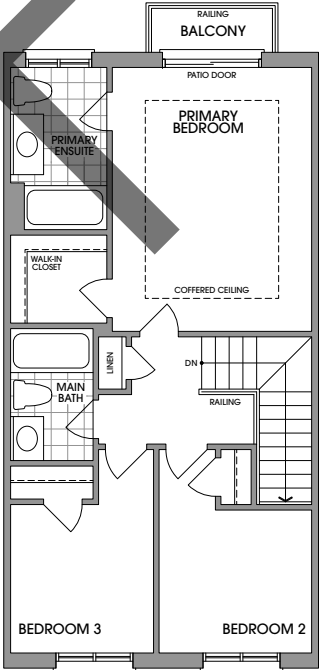
GROUND FLOOR  
ELEVATION A  
**BLOCK 17 - POTL 89 & 91**



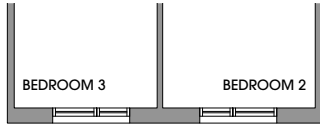
MAIN FLOOR  
ELEVATION A



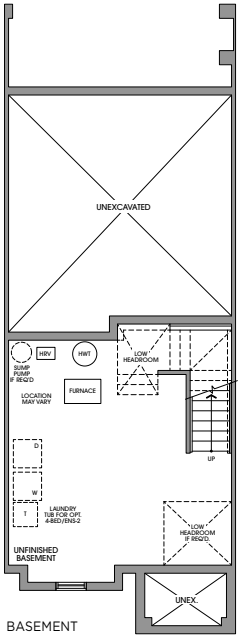
MAIN FLOOR  
ELEVATION B



UPPER FLOOR  
ELEVATION A



UPPER FLOOR  
ELEVATION B



BASEMENT  
ELEVATION A  
ELEVATION B SIMILAR

19 FT.  
2-CAR GARAGE  
REAR LANE TOWNS

RL-1



Artist's Concept

FRONT ELEV. A



Artist's Concept

REAR ELEV. A



Artist's Concept

FRONT ELEV. B



Artist's Concept

REAR ELEV. B



**FLOORPLANS & ELEVATIONS ARE FINAL AND NOT SUBJECT TO CUSTOMIZATION AT TIME OF SALE OR THROUGH THE DECOR STUDIO.** Floorplans and elevations are not to scale and subject to architectural review/revision including without limitation, the house being constructed with a layout that is the reverse of that set out above. All materials, specifications, details and dimensions, if any, are approximate and subject to change without notice to comply with building site conditions and municipal, structural, Vendor and/or architectural requirements. Actual usable floor area may vary from the stated floor area in accordance with the Floor Area Calculations Directive dated February 1, 2021 published by the Housing Construction Regulatory Authority. Location of structural and mechanical elements may vary from what is shown. Bulkheads may or may not be shown on this plan and may be in additional areas of the Unit as required to provide venting and accommodate mechanical systems. Door and window location, type, size, and swing may vary without notice. Homes are sold unfurnished. E.&O.E. IFS\_20260507

NEWMARKET  
**GLENWAY**  
TOWNHOMES

**ELEVATIONS ARE A REFLECTION OF THE MODEL AS PAIRED WITH THE ADJACENT MODEL(S) IN THE ARTIST'S CONCEPT RENDERING.** In cases where the model is paired on either side with a different model, there will be modifications to the roofline and/or upper floor window size or placement.

**SCHEDULE “FB” – Prohibition on the Purchase of Residential Property by Non-Canadians**

Between: **ANDRIN NOVA TOWNS LIMITED** (“the Vendor”) and \_\_\_\_\_ (“the Purchaser”) of Potl \_\_\_\_\_, Model Type \_\_\_\_\_, Elevation \_\_\_\_\_ as per the description of the real property as described in the Agreement of Purchase and Sale dated \_\_\_\_\_.

The following is added to and shall form part of the Agreement of Purchase and Sale:

1.
- In accordance with the *Prohibition on the Purchase of Residential Property by Non-Canadians Act*, S.C. 2022, c. 10, s. 235 (the “**N-C Act**”), a **non-Canadian** is defined as follows:

a)

an individual that is neither a Canadian citizen, nor a person registered as an Indian under the *Indian Act*, nor a permanent resident;

b)

a corporation incorporated otherwise than under the laws of Canada or a province;

c)

a corporation that is incorporated under the laws of Canada or a province whose shares are not listed on a stock exchange in Canada for which a designation under section 262 of the *Income Tax Act* is in effect and that is controlled by a person referred to in paragraph (a) or (b); and

d)

a prescribed person or entity.

The definition of non-Canadian and the determination of who may be an Exempt Person may be further amended or revised in accordance with the regulations or changes to the N-C Act.

2.
- The Purchaser acknowledges the provisions set forth in 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 license (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, the Purchaser shall also 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.
3.
- The Purchaser(s) have provided 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)

For Individuals:

- a.

Canadian Passport:

No.
- b.

Canadian Permanent Residency Card:

No.
- c.

Canadian Birth Certificate:

No.
- d.

Indian Status Card:

No.

For Corporations:

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

For Trusts/Partnership: To be advised by Vendor

Purchaser(s) initials: \_\_\_\_\_

SCHEDULE ‘H’ – BONUS PACKAGE

It is hereby understood and agreed between the Vendor and the Purchaser that the following change(s) shall be made to the above-mentioned Agreement of Purchase and Sale, and except for such change(s) noted below, all other terms and conditions of the Agreement shall remain as stated therein, and time shall continue to be of the essence.

1. The Vendor and Purchaser agree that the Purchase Price shall include:
- a. An “Appliance Certificate” to be provided to the Purchaser(s) prior to Closing redeemable for the appliances noted below (or equivalents) from the Vendor’s designated Appliance Supplier. Arrangements for the delivery and/or installation of the appliances noted below are the sole responsibility of the Purchaser. Delivery and/or installation must take place after Closing.

i. Stainless Steel (black accents) kitchen appliance package which is comprised of the following:

1. 19 cu.ft. Frost Free Refrigerator

2. 30” Self Cleaning Smooth Top Free Standing Electric Range

3. Built-in Dishwasher

ii. White laundry appliance package which is comprised of the following:

1. Top Loading Clothes Washer

2. Electric Clothes Dryer
2. Central Air Conditioning
3. Upgrade standard stippled ceilings to smooth ceilings on the Main Floor, as per plan.
4. Upgrade standard natural 7” laminate flooring to a choice of 3 colours on the main floor, as per plan
5. Upgrade carpet to 7” laminate flooring in a choice of 3 colours in the upper hall, as per plan.
6. Upgrade natural finish oak stair per Schedule B to stained finish in choice of 3 colours to complement (not match) the colour of the laminate flooring on the main floor.
7. Upgrade standard Formica countertop in the 3-piece bathrooms to a choice of stone from the Vendor’s standard finishes, as per plan.
8. The Vendor shall cover the Common Element Fees for a period of two (2) years. Subject to the terms and conditions as set out in an amendment to the Purchase Agreement (if applicable).

The items included in this Schedule are final and binding and absolutely no substitutions or credits are permitted.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

IN WITNESS whereof the parties hereto have affixed their hands and seals.

SIGNED, SEALED AND DELIVERED  
In the presence of

)  
)  
)Purchaser  
)  
)  
)Purchaser

ANDRIN NOVA TOWNS LIMITED

Per: \_\_\_\_\_  
Authorized Signing Officer

## SCHEDULE "GST/HST REBATES"

It is hereby understood and agreed between the Vendor and the Purchaser that the following provisions shall be incorporated into the Agreement relating to HST and the treatment of the Rebate:

1. The Vendor and Purchaser acknowledge and agree that HST applies to this transaction, and, notwithstanding any provision in this Agreement to the contrary, the Purchase Price as set out in this Agreement is inclusive of such HST, net only of the existing HST new housing rebate under the *Excise Tax Act* and the regulations thereof (the "**HST New Housing Rebate**").
2. The Vendor and Purchaser acknowledge and agree that the Province of Ontario, in conjunction with (or with the approval of) the Federal Government of Canada, have enacted legislation to provide temporary relief for qualifying purchasers purchasing a new home from a builder as a primary place of residence, by effectively exempting or reducing the HST payable under a qualifying agreement of purchase and sale (the "**Temporary Enhanced HST Rebate**"). It is anticipated that Temporary Enhanced HST Rebate will apply to agreements of purchase and sale between the qualifying purchaser and the builder entered into from and after April 1, 2026 and on or before March 31, 2027 [and for purposes of clarity, was not an agreement that had been entered into before April 1, 2026 and subsequently varied, altered or assigned, such that the agreement would (or might) be considered to have been novated], and will require that construction of the home has begun on or before December 31, 2028 and the home is substantially completed on or before December 31, 2031. For greater certainty, the Vendor makes no representation or warranty whatsoever with respect to the availability, scope, timing or continued applicability of the Temporary Enhanced HST Rebate, nor shall the Vendor be liable to the Purchaser for any loss, cost, damage, or claim arising therefrom.
3. For the purposes of this Agreement, the total amount of the federal and provincial components of the HST so exempted or reduced on the completion of this purchase and sale transaction as a result of the Temporary Enhanced HST Rebate shall hereinafter be referred to as the "**Exempted Tax**".
4. If the Vendor credits the Purchaser with the Temporary Enhanced HST Rebate, the Purchaser shall represent and warrant to the Vendor that, with respect to this transaction, the Purchaser will qualify on the Closing Date. In this regard, the Purchaser hereby irrevocably assigns to the Vendor all of the Purchaser's rights, interests and entitlements to the Temporary Enhanced HST Rebate (and hereby releases all of the Purchaser's claims or interests in and to the Temporary Enhanced HST Rebate, to and in favour of the Vendor), and hereby irrevocably authorizes and directs CRA to pay or credit the Temporary Enhanced HST Rebate directly to the Vendor. The Purchaser shall execute and deliver to the Vendor, forthwith upon the Vendor's or Vendor's Solicitors request for same (and in any event before, on or after the Closing Date), all requisite documents, declarations and assurances that the Vendor or the Vendor's Solicitors may require in order to confirm the Purchaser's entitlement to the Temporary Enhanced HST Rebate (the "**Temporary Enhanced HST Rebate Forms**"). The Purchaser agrees and acknowledges that the Vendor may request that the Temporary Enhanced HST Rebate Forms be completed in the name of the Vendor or any other person or entity that is designated by the Vendor, in its sole and absolute discretion. The Purchaser agrees to execute and provide to the Vendor the Temporary Enhanced HST Rebate Forms as provided herein, failing which the Purchaser shall forthwith pay to the Vendor the amount of the Temporary Enhanced HST Rebate otherwise available in this transaction. On or before the Closing Date, the Purchaser shall deliver to the Vendor a properly executed Power of Attorney in accordance with the requirements of the *Powers of Attorney Act*, R.S.O. 1990, authorizing the Vendor or the Vendor's representative to execute the Temporary Enhanced HST Rebate Forms and/or the Restriction (as hereinafter defined) on the Purchaser's behalf. If the Purchaser fails to execute and deliver the Temporary Enhanced HST Rebate Forms upon request to the Vendor, then in addition to any other remedy available to the Vendor as a result of such default, the Vendor shall be permitted to execute such documents as attorney for the Purchaser in accordance with the Power of Attorney delivered by the Purchaser. The Purchaser further covenants and agrees to indemnify and save the Vendor harmless from and against any loss, cost, damage and/or liability (including an amount equivalent to the Temporary Enhanced HST 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 Temporary Enhanced HST Rebate, or as a result of the Purchaser having qualified initially but being subsequently disentitled to the Temporary Enhanced HST Rebate, or as a result of the inability to credit, pay or assign the benefit of the Temporary Enhanced HST Rebate to the Vendor (or the ineffectiveness of the documents purporting to assign the Temporary Enhanced HST Rebate to the Vendor). The Purchaser acknowledges and agrees that:
  - (a) if the Purchaser does not qualify for the Temporary Enhanced HST Rebate, or fails to deliver to the Vendor or the Vendor's Solicitors forthwith upon the Vendor's or the Vendor's Solicitors request for same (and in any event on or before the Closing Date) the Temporary Enhanced HST Rebate Forms duly executed by the Purchaser, together with all other requisite security, documents and/or assurances that the Vendor or the Vendor's Solicitors may require from the Purchaser in order to grant, secure and/or confirm the Purchaser's eligibility for the Temporary Enhanced HST Rebate in accordance with the Vendor's requirements and/or to ensure that the Vendor ultimately acquires (or is otherwise assigned) the benefit of the Temporary Enhanced HST Rebate (it being acknowledged that the Purchaser's failure to provide or execute same

shall constitute the Vendor's uncontestable right to refuse to provide Temporary Enhanced HST Rebate); or

- (b) if the Vendor believes, for whatever reason acting in its sole discretion, that the Purchaser does not qualify for the Temporary Enhanced HST Rebate, regardless of any documentation provided by or on behalf of the Purchaser (including any statutory declaration sworn by the Purchaser) to the contrary, and the Vendor's belief or position on this matter is communicated to the Purchaser or the Purchaser's solicitor on or before the Closing Date; or
- (c) if, as of the Closing Date, the Temporary Enhanced HST Rebate is not available for any reason whatsoever including, without limitation, (i) legislation creating same has not yet been enacted, (ii) the legislation creating same imposes restrictions on the Vendor's right to take an assignment of the Rebate or Temporary Enhanced Rebate, and/or (iii) the date that construction or substantial renovation of the Property commenced or the Closing Date is after the dates set forth in the *Excise Tax Act* (Canada) as the dates during which the Temporary Enhanced HST Rebate is available (it being understood and agreed that the Vendor makes no representation or warranty and shall not be liable for damages to the Purchaser if construction of the Property commences or the Property is substantially completed on dates that would disentitle the Purchaser to the Temporary Enhanced HST Rebate),

then notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Purchaser shall be obligated to pay to the Vendor on the Closing Date all HST, including without limitation the Temporary Enhanced HST Rebate, payable on this transaction. In those circumstances where the Purchaser maintains that he/she is eligible for the Temporary Enhanced HST Rebate despite the Vendor's belief to the contrary or if the legislation enacting the Temporary Enhanced HST Rebate is enacted after the Closing Date, the Purchaser shall, after completion of the transaction contemplated hereunder, be fully entitled to pursue the procurement of the Temporary Enhanced HST Rebate directly from CRA.

- 5. The Purchaser undertakes to deliver to the Vendor, by no later than four (4) months following the earlier of the Occupancy and the Closing Date, a copy of the Purchaser's driver's licence reflecting the address to the Property, as well as copies of utility and telecommunication bills for the first three (3) months following the Closing Date and any other document that the Vendor reasonably requests evidencing that the Property is in fact the primary place of residence of the Purchaser.
- 6. In the event that the Purchaser intends to rent out the Property before or after the Closing Date, the Vendor shall not credit the Purchaser with the Temporary Enhanced HST Rebate or the HST New Housing Rental Rebate on the Closing Date, but the Purchaser may nevertheless be entitled to pursue, on his or her own after the Closing Date, the HST New Housing Rental Rebate 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 HST New Housing Rental Rebate.
- 7. In the event that the Purchaser qualifies for the Federal First Time Homebuyers HST Rebate as described in Section 254(2.1) of the *Excise Tax Act* (Canada) and has executed an amendment to the Agreement providing for the Purchaser to be credited with the Federal First Time Homebuyers HST Rebate on the Closing Date, if the Purchaser is given credit for the Temporary Enhanced HST Rebate on the Closing Date, the Purchaser shall not be entitled to the Federal First Time Homebuyers HST Rebate and any amendment to the Agreement providing for same shall be deemed to be null and void.
- 8. Without limiting the generality of the other provisions of this Agreement, it is understood and agreed that if the Temporary Enhanced HST Rebate is available and is credited to the Purchaser on the Closing Date, the balance due on the Closing Date will be reduced by the amount of the Exempted Tax less the amount which would have otherwise been attributed to the HST New Housing Rebate (the "Eligible Rebate Portion"). For illustrative purposes, subject to any qualifying criteria set out herein, the Vendor estimates that the purchase price, less the Eligible Rebate Portion shall be \$ \_\_\_\_\_, E&OE (the "**Anticipated Net Price**").

The Purchaser acknowledges that this paragraph shall not be construed as a representation or warranty as to the amount of the Exempted Tax, Eligible Rebate Portion and/or the Anticipated Net Price and that any amount referenced is approximate and is subject to change.

- 9. The Vendor and Purchaser agree to execute all further documents, forms, assurances, agreements, and perform all further acts as may be required and necessary to give effect to this Agreement, and, more specifically, the provisions set out in this Schedule.
- 10. In the event the Purchaser receives credit for the Temporary Enhanced HST Rebate on the statement of adjustments on the Closing Date, in addition to any other rights available to the Vendor, the Vendor shall have the right to register a restriction pursuant to section 118 of the *Land Titles Act*, R.S.O. 1990 (the "**Restriction**") on title to the Property, following the Vendor's usual form, which will prevent the further transfer or charge of the Property without the Vendor's consent. The Vendor will, upon the Purchaser's request, deliver to the Purchaser (for registration at the Purchaser's expense) a release of the Restriction, provided: i) such request is made at least 2 years after the Closing Date, ii) the Vendor is satisfied, in its sole, absolute and unfetter discretion, that Canada Revenue Agency has not disputed or varied the Temporary Enhanced HST Rebate

assigned to the Vendor on the Closing Date, and iii) the Purchaser reimburses the Vendor's solicitor's release fees. Any request by the Purchaser for the Vendor's consent to the release of the Restriction prior to the expiry of 2 years from the Closing Date may be granted upon such terms and conditions as determined by the Vendor in its sole, absolute and unfettered discretion. In the event Canada Revenue Agency denies the application for the Temporary Enhanced HST Rebate for any reason whatsoever, the Vendor will, upon the Purchaser's request, deliver to the Purchaser (for registration at the Purchaser's expense) a release of the Restriction only after the Vendor receives from the Purchaser the amount of the Temporary Enhanced HST Rebate denied by the Canada Revenue Agency, together with the interest thereon as provided for in this Agreement, and the Vendor's solicitor's release fees.

DRAFT



## SCHEDULE "W"

### WARNING CLAUSES AND NOTICE PROVISIONS

The Purchaser shall execute any and all acknowledgments and releases required by the relevant governmental authorities in accordance with the provisions of this Agreement.

The Purchaser is hereby notified of the following warning and notice clauses:

1. All purchasers are advised that the relevant governing authorities may require the Vendor to provide the Purchaser with certain notices including, without limitation, notices regarding development charges, land usage, easements, landscaping, noise and vibration warning resulting from existing or proposed highways and public transportation systems or corridors, garbage and school pick-up (the "Notices"). If the relevant governing authorities require the Purchaser to receive a copy of the Notices, then a copy of the Notices (as revised, if necessary), shall be delivered in accordance with the provisions of the Agreement of Purchase and Sale and same shall be deemed to constitute appropriate notification of the Purchaser. The Purchaser agrees to be bound by the contents of any such Notices and covenants to execute forthwith upon request, an acknowledgment containing such Notices if and when requested to do so by the Vendor
2. Purchasers are advised that visitor parking spaces may be located directly adjacent to or in front of the POTLs. Accordingly, traffic, noise and other ongoing disruptions may affect those occupants whose POTL is in close proximity to the visitor parking spaces and the Declarant makes no representation or warranty as to the type of vehicles and/or the times at which the disruptions may occur. Purchasers are further advised that locations of some or all visitor parking spaces may be relocated to other areas on the Property, as may be designated by the Declarant in its sole and absolute discretion. Purchasers of **POTLs 5-8, 25 to 29, 47 to 50, 61, 70, 83, 84, 87 and 88-92** are specifically advised of the foregoing.
3. Purchasers are advised that during the construction and development of any POTLs or any part of the Condominium, it may be necessary for the Declarant to temporarily close off portions of common element areas such as walkways, sidewalks and/or roadways of the Condominium. Purchasers shall have no claim or cause of action whatsoever against the Declarant or its sales representatives (whether based or founded in contract, tort or in equity) with regards to the aforementioned closures.
4. Purchasers are advised that the Town of Newmarket will not be providing snow removal service for the private roads forming part of the common elements of the Condominium.
5. Purchasers are advised that the private roadway forming part of the common elements is a designated fire route, and as such, on-street parking is not permitted. The Purchaser shall be responsible to ensure that their parking needs can be met on site.
6. Purchasers are advised that the front, rear and/or side yard of the POTLs may be subject to an easement in favour of the Declarant, the Corporation, the Town of Newmarket, any governmental authority or any private or public utility supplier for the installation, inspection, maintenance, repair and replacement of street furniture and all related equipment, and any other feature, facility, utility or system which benefits or provides service to the common elements or any other POTLs.
7. Purchasers are advised that POTLs within the Project may require stormwater management facilities within the boundaries of the POTLs and associated leads, drainage systems, weeping pipe/sump pump systems, utility meters, retaining walls, fencing, privacy screening, landscaping, berms, buffers, feature walls, community features and other Project enhancement features. Additionally, the Purchaser is advised that common element walkways and roadways, electricity transformers, gas mains, water mains, utility meters, street light poles, fire hydrants, street furniture, telephone service equipment, cable television service equipment, data service provider equipment, catch basins and associated leads, drainage systems, weeping pipe/sump pump systems, retaining walls, fencing, privacy screening, landscaping, berms, buffers, feature walls, community features and other Project enhancement features, and all equipment and utility infrastructure of any of the foregoing utility services and any other equipment and utility services providing service to the Project, which services or utility infrastructure may include above or below grade equipment and any safety equipment relating to same such as concrete bollards, may front onto, or flank or be located within certain POTLs within the Project and the Purchaser agrees to accept title to the Property subject to any of the foregoing items being

located within the POTL boundaries or fronting onto or flanking the POTLs and/or the Property. Purchasers are further advised that an easement(s) may be granted over part or all of the Property and/or POTLs with respect to the foregoing to permit access and egress to the Corporation and for the purpose of maintaining, repairing and replacing same.

8. Purchasers are advised the POTLs may be subject to a blanket easement in favour of the Corporation for access, egress and maintenance and repair. In the event that any gate or barrier is installed which prevents the Corporation from exercising its easement rights, the Corporation shall be entitled to remove such obstruction at the expense of the defaulting Purchaser or occupant.
9. Purchasers shall not interfere with the final lot grading of the lands on the grading plan approved by the Town of Newmarket. In the event that the Purchaser breaches this covenant, as determined by the Town of Newmarket and/or the Declarant in their sole and absolute discretion, the Purchaser shall carry out, at his or her expense, such works as may be necessary to correct such interference and shall restore all damaged property to its original condition as determined by and to the satisfaction of the Town of Newmarket and the Declarant.
10. Purchasers are advised that there may be above-ground utility facilities such as street lights, fire hydrants, hydro transformers and cable pedestals located on, directly in front of, or adjacent to, their POTL.
11. Purchasers are advised that they shall be required to comply with and acknowledge the terms of any development agreement, site plan agreement, condominium approval agreement, risk management plan and all other agreements, plans, requirements, directives and bylaws relating to or imposed on the Property by the Town of Newmarket, the Region of York, the conservation authority and/or any other governmental authority, as the case may be. Purchasers are further advised that they shall provide signed acknowledgements, consents, certificates, directions, instruments, notices, support letters, releases, assumption agreements and all other manner of documentation as may be required in relation to the foregoing forthwith upon request by the Declarant and/or the Corporation. Purchasers also hereby accept any further notices required by any of the foregoing agreements.
12. Purchasers are advised that there may be further warning clauses required by the Municipality or other relevant agencies and hereby agree to accept same. Purchasers are advised that they shall be required to execute any and all acknowledgements, consents, certificates, notices, instruments, releases and all other manner of documentation required by the relevant governmental authorities and hereby accepts any further notices required by any subdivision agreement, development agreement, condominium agreement, servicing agreement, easement agreement, or other municipal agreement.
13. Purchasers are advised that the location of the community mailbox(es) have not been determined as of the date hereof and that the Declarant reserves the right to locate the community mailbox(es) adjacent to, directly in front of and/or directly across from POTLs which may result in increased vehicular and pedestrian traffic in the proximity of said community mailbox(es) and/or POTLs at all times of day and night. Purchasers of **POTLs 70 to 73**, inclusive and **POTL 83** are specifically advised of the foregoing.
14. Purchasers of **POTLs 29 and 30** are advised that the recreational facilities will be located in the vicinity of such POTLs which may result in increased vehicular and pedestrian traffic in the proximity of said recreational facilities and/or POTLs at all times of day and night.
15. Purchasers are advised that the Declarant and its staff and/or contractors shall have continued access to visitor parking areas and/or any model homes constructed by the Declarant until such time as all POTLs are constructed and sold. The Declaration will contain a provision reflecting the foregoing.
16. Purchasers/tenants are advised that despite the inclusion of noise control features in the development area and within the dwelling units, noise levels from traffic on Bathurst Street may continue to be of concern, occasionally interfering with some activities of the occupants, since the noise exposure level may exceed the Municipality's and the Ministry of Environment's noise criteria.
17. Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of the Environment.

18. Dwellings have been designed with the provision for adding central air conditioning at the occupant's discretion. Installation of central air conditioning by the occupant in low and medium density developments will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment.
19. **Purchasers of POTLs 1 to 29 and 3 to 34 are specifically advised as follows:** This dwelling will be supplied with a central air conditioning system which will allow all windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment.
20. **Purchasers of POTLs 45, 46, 47, 62, 71 and 77 are specifically advised as follows:** The Purchaser/tenant is hereby advised that a privacy fence, decorative fence, or chain link fence is located within or abutting their lot. This fence is intended in part to implement approved urban design features for your neighbourhood and may not be removed or altered in any way without the prior written consent of the Town of Newmarket. The Purchaser/tenant is further advised that they are responsible for maintaining the said fence in a good safe condition, at their sole expense, at all times. Any maintenance, repair or replacement shall be with the same material, to the same standards, and having the same colour and appearance of the original.
21. **Purchasers of POTLs 1 to 44 are specifically advised as follows:** The Purchaser/tenant is advised that a street tree may be planted on the municipal boulevard adjacent to their lot where feasible. Such street trees are as shown on the approved engineering design for the subdivision. The Purchaser shall not in any way alter the grading within 1.5 metres of the tree, nor install hard surfaces, walkways, raised garden beds, decorative edging or other forms of garden borders within 1.5 metres of these municipal trees.
22. Purchasers/tenants are advised that there is a restriction running with these lands which prohibits a purchaser/tenant of any lot and/or block within the registered plan of subdivision from changing the grade thereof and/or removing or altering any tree that may have been planted thereon by the developer or the Town. The said restrictions shall expire upon the date that is **twenty (20) years** from the date of the registration of a plan of subdivision on the said land and, in addition thereto, this restriction also permits the developer and/or the Town to enter upon any such lot and/or block within the said plan to take whatever steps the developer and/or the Town consider necessary to correct the grading of any lot and/or block and/or to preserve or replace any such tree within the said Plan.
23. Purchasers/tenants are advised that no gates may be installed on any fences adjacent to, including but not limited to, public open space lands, walkways, stormwater management facilities or parks unless approved, in writing, by the Town of Newmarket, nor adjacent to any school sites unless approved by the appropriate school board.
24. Purchasers/tenants are advised that the fence located on the lot or block adjacent to, public open space lands, walkways, stormwater management facilities, parks or schools cannot be removed, damaged, cut, destroyed or altered in any way including, without limitation, for the installation of gates unless approved, in writing, by the Town of Newmarket or approved by the appropriate school board where applicable.
25. Purchasers/tenants are advised that mail delivery will be from designated Community Mailbox(es). Purchasers/tenants are advised that their lot may be located adjacent to a Community Mailbox which will service the subdivision and this may result in some inconvenience associated with other residents retrieving their mail on a daily basis.
26. Purchasers/tenants are advised that ingress and egress to and from the community via Bathurst Street will be limited to right-in, right-out turns only.
27. Purchasers/tenants are advised that a portion of Creed Street will be subject to a public access right-of-way or right in the nature of an easement for access to public open space in the vicinity of the community.
28. Purchasers/tenants and builders are hereby advised that each unit is to be equipped with a carbon monoxide detector that shall conform to the Ontario Building Code. The carbon monoxide detector shall be in accordance with the Building Code and wired so that it will activate an alarm system that is audible within bedrooms when the intervening doors are closed. It shall be connected to an electric power outlet that does not have a disconnect switch or shall be permanently connected to an electrical circuit with no disconnect switch

between the detector and the power distribution panel.

29. Purchasers/tenants are advised that their house is adjacent to a public walkway which will be used by pedestrians, bicycles, children and Town maintenance vehicles. Accordingly, purchasers are advised of the potential noise and disruption associated with the proximity of this public walkway to their dwelling.
30. The owners is hereby advised the fencing and plantings adjacent to the walkway shall not be damaged, altered or removed for any purposes including the installation of gates or construction of alternative fencing without the prior written consent of the Town of Newmarket.
31. Purchasers/tenants are advised that their lot is adjacent to an emergency access road which may be used on occasion by emergency vehicles i.e., Police, Fire and Ambulance, etc.. Accordingly purchasers are advised of the potential noise and disruption associated with the proximity of this emergency access road to their dwelling.
32. Purchasers/tenants are advised that their lot abuts an open space area, or buffer area. These areas are intended to be left in their natural state.
33. Purchasers/tenants are advised that an infiltration trench is located within or adjacent to their lot. The purpose of the infiltration trench is to facilitate effective stormwater management and to encourage stormwater percolation into the ground. This infiltration trench shall not be removed, altered or encroached upon in any way, without the prior written consent of the Town of Newmarket. The Purchaser/tenant is further advised that they are responsible for maintaining the infiltration trenches in working order, and in a good safe condition, at their sole expense, at all times. Any maintenance, repair or replacement shall be with the same material, to the same standards, and having the same appearance as the original.
34. Purchasers/tenants are hereby advised that the date of occupancy established for your home is dependent, in part, on the completion of services which are the responsibility of the subdivision developer. Specifically, occupancy will not be permitted until your water, sewer and hydro connections are installed and inspected and are capable of functioning and curbs and base course asphalt on roads have been installed. In addition, prior to home occupancy, all storm water management facilities must be satisfactorily constructed and operational. Occupancy may also be delayed if any required sidewalks and street lighting have not been completed. Arrangements regarding the provisions of telephone, cable television and natural gas for your date of occupancy must be made by you with your builder and the service provider.
35. Purchasers are advised that despite the best efforts of the York Region District School Board and/or the York Region Catholic District School Board (collectively, the "School Boards"), sufficient accommodation may not be locally available for all students anticipated from the development area and that students may be accommodated in facilities outside the area, and further, that students may later be transferred. Purchasers are advised that for the purpose of transportation to school, if bussing is provided by the School Boards in accordance with the Boards' policies, that students will not be bussed home or to school, but will meet the bus at designated locations in or outside of the area.

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

POTL # \_\_\_\_\_  
Property \_\_\_\_\_

**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 advice about buying a new home. Please visit Tarion's website: [www.tarion.com](http://www.tarion.com) for important information about all of Tarion's warranties including the Delayed Occupancy 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 the occupancy of your home.

**VENDOR** \_\_\_\_\_  
Andrin Nova Towns Limited  
Full Name(s)

**PURCHASER** \_\_\_\_\_  
Full Name(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:

SAMPLE

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:

SAMPLE

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:

SAMPLE

*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:

SAMPLE

**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 and no later than the Outside Occupancy Date.

Notice of a delay beyond the First Tentative Occupancy Date must be given no later than:

SAMPLE

(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:

SAMPLE

(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 complete 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:

SAMPLE

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 \_\_\_\_\_, 20 \_\_\_\_.

VENDOR: \_\_\_\_\_  
\_\_\_\_\_

PURCHASER: \_\_\_\_\_  
\_\_\_\_\_

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

**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**, to better understand their rights and obligations under the statutory warranties.

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

|               |                                       |                                            |                         |
|---------------|---------------------------------------|--------------------------------------------|-------------------------|
| <b>VENDOR</b> | Andrin Nova Towns Limited             |                                            |                         |
|               | Full Name(s)<br>B60965                |                                            |                         |
|               | 3-26 Lesmill Road                     |                                            |                         |
|               | HCRA Licence Number<br>(416) 733-3128 | Address<br>Toronto                         | Ontario<br>M3B 2T5      |
|               | Phone                                 | City<br>centralcoordinator@andrinhomes.com | Province<br>Postal Code |
|               | Fax                                   | Email*                                     |                         |

|                  |              |        |          |             |
|------------------|--------------|--------|----------|-------------|
| <b>PURCHASER</b> | Full Name(s) |        |          |             |
|                  | Address      | City   | Province | Postal Code |
|                  | Phone        |        |          |             |
|                  | Fax          | Email* |          |             |

|                             |                                                                                                                                                 |          |             |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------|
| <b>PROPERTY DESCRIPTION</b> | TBD                                                                                                                                             | POTL #   |             |
|                             | Municipal Address<br>Newmarket                                                                                                                  |          |             |
|                             |                                                                                                                                                 | Ontario  | TBD         |
|                             | City                                                                                                                                            | Province | Postal Code |
|                             | Part of Block 120, Registered Plan 65M-2262, being Parts 3 & 4, Plan 65R-38838 being all of PIN 03058-0760 (LT);                                |          |             |
|                             | Short Legal Description<br>Part of Block 121, Registered Plan 65M-2262, being Part of Part 2, Plan 65R-38838 being part of PIN 03058-0071 (LT); |          |             |
|                             | Number of Homes in the Freehold Project <u>92</u> (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.  
If yes, the plan of subdivision is registered.  
If the plan of subdivision is not registered, approval of the draft plan of subdivision has been given.

☒ Yes   ☐ No  
☐ Yes   ☒ No  
☒ Yes   ☐ No
- (b) The Vendor has received confirmation from the relevant government authorities that there is sufficient:  
(i) water capacity; and (ii) sewage capacity to service the Property.

☒ Yes   ☐ No

If yes, the nature of the confirmation is as follows:

RESOLUTION OF NEWMARKET TOWN COUNCIL

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 15 day of Nov, 2026.

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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(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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**Condition #1 (if applicable)**

Description of the Early Termination Condition:

See Appendix to Addendum to Agreement of Purchase and Sale Early Termination Conditions.

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

The date by which Condition #1 is to be satisfied is the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**Condition #2 (if applicable)**

Description of the Early Termination Condition:

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

The date by which Condition #2 is to be satisfied is the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

The date for satisfaction of any Early Termination Condition may be changed by mutual agreement provided in all cases it is set at least 90 days before the First Tentative 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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**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

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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.

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- (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)

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**SCHEDULE A**

**Types of Permitted Early Termination Conditions**

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

(a) upon receipt of Approval from an Approving Authority for:

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

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

(b) upon:

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

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

(c) the following requirements apply with respect to the conditions set out in subparagraph 1(b)(i) or 1(b)(ii):

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

**2. The following definitions apply in this Schedule:**

**"Approval"** means an approval, consent or permission (in final form not subject to appeal) from an Approving Authority and may include completion of necessary agreements (i.e., site plan agreement) to allow lawful access to and use and 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  
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.

1. PROVISION AND INSTALLATION OF UTILITY CHECK METER(S) ETC.  
Section 1(e) of Schedule "A"  
Capped at \$1,500.00 plus Applicable Taxes
2. N.S.F. ADMINISTRATIVE FEE (if applicable)  
Section 1(f) of Schedule "A"  
\$400.00/occurrence plus Applicable Taxes
3. INCREASE IN DEVELOPMENT CHARGES/LEVIES, TAXES, FEES, ETC. (if applicable)  
Section 1(g) of Schedule "A"  
Capped at \$7,500.00 plus Applicable Taxes
4. WIRE TRANSFER/DIRECT DEPOSIT FEE (if applicable)  
Section 1(k) of Schedule "A"  
\$150.00 plus Applicable Taxes
5. NON-COMPLIANCE WITH WIRE TRANSFER/DIRECT DEPOSIT FORM (if applicable)  
Section 1(k) of Schedule "A"  
\$150.00 plus Applicable Taxes
6. RELEASE OF SECTION 118 RESTRICTION (if applicable)  
Section 1(l) of Schedule "A"  
\$275.00 plus disbursements and Applicable Taxes
7. SECURITY DEPOSIT  
Section 1(m) of Schedule "A"  
\$2,500.00
8. BUILDING OR FOUNDATION SURVEY (if applicable)  
Section 1(n) of Schedule "A"  
\$250.00 plus Applicable Taxes
9. DRIVEWAY PAVING  
Section 1(o) of Schedule "A"  
\$1,100.00 plus Applicable Taxes for single car driveway  
\$1,900.00 plus Applicable Taxes for double car driveway
10. VENDOR'S ADMINISTRATIVE FEE RE: FAILURE TO MAKE CONTRACTUAL ARRANGEMENTS WITH UTILITIES  
Section 1(v) of Schedule "A"  
\$250.00 plus Applicable Taxes
11. VENDOR'S ADMINISTRATIVE FEE RE: FAILURE TO PROVIDE EVIDENCE OF ESTABLISHED UTILITY ACCOUNTS  
Section 1(x) of Schedule "A"  
\$150.00 plus Applicable Taxes
12. RELEASE OF VENDOR'S LIEN (if applicable)  
Section 1 of Schedule "A"  
\$250.00 plus Applicable Taxes
13. RE-SCHEDULING INSPECTION (if applicable)  
Section 5(b) of Schedule "A"  
\$300.00 plus Applicable Taxes
14. HOMEOWNER SERVICE CALL (if applicable)  
Section 9(g) of Schedule "A"  
\$350.00/call plus Applicable Taxes
15. LETTER OR OTHER FORM OF NOTICE RELATING TO ANY DEFAULT BY PURCHASER (if applicable)  
Section 12(c) of Schedule "A"  
\$500.00/occurrence plus Applicable Taxes for Vendor's solicitor's fees
16. ADMINISTRATION FEES RE: DÉCOR  
Section 13(b) of Schedule "A"  
\$350.00 plus HST for missed/cancelled appointment  
\$1,000.00 plus HST for rebooking of an appointment  
\$900.00 plus HST for colour and material modifications
17. COST OF REGISTRATION OF DISCHARGES  
Section 25 of Schedule "A"  
\$350.00 plus Applicable Taxes
18. FAILURE TO INFORM VENDOR OF CHANGE OF PURCHASER'S INFORMATION (if applicable)  
Section 27(d) of Schedule "A"  
\$250.00 plus Applicable Taxes
19. FAILURE TO PROVIDE SOLICITOR INFORMATION ON TIME  
Section 27(e) of Schedule "A"  
\$500.00 plus Applicable Taxes
20. ELECTRONIC REGISTRATION SYSTEM CHARGE  
Section 32(a) of Schedule "A"  
\$250.00 plus Applicable Taxes
21. STATUS CERTIFICATE CHARGE  
Section 8 of Schedule "CEC"  
\$100.00 plus Applicable Taxes

**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.

1. DEPOSITS, INSTALLATION, CONNECTION AND/OR ENERGIZATION OF WATER, ELECTRICITY OR GAS METERS and REPAIR OF DAMAGE BY ALTERNATE UTILITY SUPPLIERS AND COSTS INCURRED BY VENDOR TO RESTORE PROPERTY  
Section 1(a) of Schedule "A"
2. PROPERTY TAXES, FUEL, WATER RATES, ASSESSMENT RATES AND LOCAL IMPROVEMENTS  
Section 1(b) of Schedule "X"
3. TRANSACTION LEVY SURCHARGE  
Section 1(c) of Schedule "X"
4. ENROLMENT, REGULATORY AND/OR LICENSING FEES  
Section 1(d) of Schedule "X"
5. INCREASE IN CASH-IN-LIEU OF PARKLAND PAYMENTS  
Section 1(h) of Schedule "A"
6. NEW OR OTHER CHARGES, LEVIES, FEES OR ASSESSMENTS  
Section 1(i) of Schedule "A"
7. NON-CASH / IN-KIND CONTRIBUTIONS  
Section 1(j) of Schedule "A"
8. RECYCLING / WASTE BINS / COLLECTION PROGRAM CHARGES  
Section 1(p) of Schedule "A"
9. MULTI-STAGE TAX / BUSINESS TRANSFER TAX / MODIFIED RETAIL SALES TAX / VALUE-ADDED TAX ETC.  
Section 1(q) of Schedule "A"
10. NEW / INCREASED TAXES  
Section 1(r) of Schedule "A"
11. CANADA POST FEE  
Section 1(s) of Schedule "A"
12. PUBLIC ART LEVY, TRANSPORTATION CHARGES OR ASSESSMENTS  
Section 1(t) of Schedule "A"
13. APPLIANCE/EQUIPMENT REQUIRING GAS CONNECTION  
Section 1(u) of Schedule "A"
14. FAILURE TO MAKE CONTRACTUAL ARRANGEMENTS WITH UTILITIES  
Section 1(v) of Schedule "A"
15. UTILITY/MONITORING FEES/COSTS/CHARGES  
Section 1(w) of Schedule "A"
16. FAILURE TO PROVIDE EVIDENCE OF ESTABLISHED UTILITY ACCOUNTS  
Section 1(x) of Schedule "A"
17. READJUSTMENT AND ALL COSTS IN RELATION TO VENDOR'S LIEN (if applicable)  
Section 1 of Schedule "A"
18. COST TO RECTIFY DAMAGE OR ALTERATION TO ANY SUBDIVISION SERVICE / LIEN / REMOVAL OF ADDITIONS/IMPROVEMENTS  
Sections 2(b) and 3(r) of Schedule "A"
19. COST RE WALK-OUT BASEMENT, LOOK-OUT, LANDING, PATIO, DECK OR OTHER LOT CONDITIONS (if applicable)  
3(d) of Schedule "A"
20. COSTS FOR EXTRAS, UPGRADES OR CHANGES ORDERED BY THE PURCHASER (if applicable)  
Section 3(g) of Schedule "A"
21. COST OF RENTAL EQUIPMENT (if applicable)  
Section 4 of Schedule "A"
22. COST FOR REPLACEMENT OF LAID SOD (if applicable)  
Section 9(c) of Schedule "A"
23. COST OF MATERIALS FOR REPAIR(S) BY VENDOR  
Section 9(g) of Schedule "A"
24. COSTS TO CORRECT DAMAGES CAUSED BY UNLAWFUL WORKS (if applicable)  
Section 11(c) of Schedule "A"
25. COSTS, LOSSES AND DAMAGES ARISING OUT OF DEFAULT / INTEREST (if applicable)  
Section 12(c) of Schedule "A"
26. PAYMENT OF REBATE (if applicable)  
Section 15 of Schedule "A"
27. COSTS & EXPENSES OF COURT ORDER TO DELETE AGREEMENT FROM TITLE (if applicable)  
Section 17 of Schedule "A"
28. DOCUMENTATION IN NON-ELECTRONIC FORM (if applicable)  
Section 31(a) of Schedule "A"
29. EFTS FEES AND CHARGES (if applicable)  
Section 31(b)(iii) of Schedule "A"
30. COSTS, CLAIMS, DAMAGES AND/OR LIABILITIES FOR TRANSFER OF TITLE TO SURVIVING INDIVIDUAL (if applicable)  
Section 42 of Schedule "A"
31. COMMON EXPENSES AND RESERVE FUND CONTRIBUTION  
Section 9 of Schedule "CEC"

Note to Purchaser: capitalized headings herein are for descriptive purposes only – for more particulars, please refer to appropriate provisions of the Agreement of Purchase and Sale.

**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.

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**APPENDIX TO ADDENDUM  
TO AGREEMENT OF PURCHASE AND SALE  
EARLY TERMINATION CONDITIONS**

Re: Paragraph 6(d) to the Addendum to Agreement of Purchase and Sale

**Condition # 1**

Description of the Early Termination Condition: The Purchase Agreement is conditional upon the Vendor being satisfied, in its sole and absolute discretion, with the credit worthiness of the Purchaser. The Vendor shall have sixty (60) days from the date of acceptance of this Agreement by the Vendor to satisfy itself with respect to such credit worthiness. 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 Approving Authority (as that term is defined in Schedule A) is: N/A.

The date by which Condition #1 is to be satisfied is: the date which is **60** days following the date of acceptance of the Purchase Agreement by the Vendor.

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

### Important information about registering your purchase agreement:

Purchaser Name:

Purchaser Email:

Home ID: SAMPLE

Registration Code: SAMPLE

Please use the Home ID and Registration Code to register your purchase agreement safely and securely with Tarion.

YOU MUST REGISTER your purchase agreement WITHIN 45 CALENDAR DAYS OF SIGNING.

Please register your purchase agreement here: <http://Tarion.com/RegisterToday> or Scan the QR Code to go to the registration page.



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

Visit [tarion.com](http://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 first warranty form submission to Tarion. Damaged items are covered under the warranty if the damage was caused by the builder or their trades.

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

## Deposit Protection

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

## Delayed Occupancy Coverage

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

## Warranty Coverage

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

### One-Year Warranty

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

- 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. Start your new home buying journey off right by registering your purchase agreement for your new home with Tarion. It's simple, fast, and allows Tarion to start providing you with key information on your builder's warranty coverage and other protections before you get the keys to your new home. Register here: <https://myhome.tarion.com/s/purchase-agreement-registration>
2. Visit Tarion's website to learn more about your warranty coverage and the process for getting warranty assistance, as well as your rights, responsibilities, and obligations as a new homeowner.
3. Prepare for your pre-delivery inspection (PDI). Visit Tarion's website for helpful resources, including a PDI Checklist and educational videos.
4. Register for Tarion's MyHome right after you take occupancy. MyHome is an online tool you can use from your computer or mobile device that allows you to submit warranty claims and upload supporting documents directly to your builder and Tarion. It also alerts you to important dates and warranty timelines, allows you to receive official correspondence from Tarion electronically, and schedule an inspection with Tarion when you need assistance.

## About Tarion

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

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

LEGEND

EXISTING TREES TO BE PRESERVED

PROPOSED DECIDUOUS TREES

PROPOSED CONIFEROUS TREES

PROPOSED SHRUBS

PUBLIC OPEN SPACE

CONCRETE SIDEWALK

ASPHALT TRAIL

REAR PATIOS

BURIED INFILTRATION TRENCH

TRANSFORMER

STREET LIGHTS

FIRE HYDRANT

DECORATIVE METAL FENCE

WOOD PRIVACY FENCE

CHAIN LINK FENCE

CROSSWALK

P

VISITOR PARKING

N

0

5

10

20

30m

The site plan illustrates the layout of the Glenway Townhomes development. The project is bounded by Bathurst Street to the north, Sykes Road to the west, Alex Doner Drive to the east, and Borland Court to the south. The development features several rows of townhome units, each with a unique number. Key roads within the site include Private Road, which runs through the center, and Sykes Road, which runs along the western boundary. The plan also shows various landscaping elements, including existing trees to be preserved, proposed deciduous and coniferous trees, shrubs, and a network of concrete sidewalks and asphalt trails. A public open space with an asphalt trail is located near Borland Court. The site is divided into several sections by Private Roads, and a future residential area is indicated by others. A private corner parkette with a side structure and seating is located near Sykes Road. A future access to public open space is shown near the southern boundary. The plan also includes a legend, a north arrow, and a scale bar.

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NEWMARKET  
**GLENWAY**  
TOWNHOMES