## Amendment to the Agreement of Purchase and Sale

Between: **ANDRIN COUNTRY LANE WEST LIMITED** ("the Vendor") and

_____"the Purchaser(s)") of

Lot#_____ Model Type _____Elevation _____ as per the description of the real property as described in the Agreement of Purchase and Sale dated

_____

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.

**DELETE**

**Schedule "A"**
**Paragraph 1. Adjustments**

(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 under this paragraph shall not exceed $1,500.00 plus Applicable Taxes.

(g) Any increase after September 30, 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 required, assessed, charged or imposed as of that date 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 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 $10,000.00 plus Applicable Taxes exigible thereon. There shall be no credit or adjustment whatsoever in favour of the Purchaser in the event of any decrease in the amount of development charges payable by the Vendor pursuant to the Development Charges Act, the Education Act, the Planning Act or any successor or replacement legislation.

(l) The amount of $250.00 plus Applicable Taxes for the survey of the Property, if same is provided to the Purchaser.

(n) The cost of any recycling containers, garbage bins, green bins and kitchen collectors as required by the Municipality;

(r) 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;

(s) the amount equal to the increase from the date hereof 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 Whitby 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;

(t) in addition to the amounts set out in Sections 1(g), 1(h) and 1(s) 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, 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;

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(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;

**24. 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. On the Closing Date, the Purchaser shall pay to the Vendor, as an adjustment on the statement of adjustments, in addition to any other monies required to be paid as set out in this Agreement, the sum of Three Hundred and Fifty ($350.00) Dollars as a contribution towards the cost of fees payable by the Vendor to its lenders including but not limited to the cost of obtaining (partial) discharges of mortgages not intended to be assumed by the Purchaser. 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.

**INSERT**

**Schedule "A"**
**Paragraph 1. Adjustments**

(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 under this paragraph shall not exceed **$0.00 plus Applicable Taxes**.

g) Any increase after September 30, 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 required, assessed, charged or imposed as of that date 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 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 **$0.00 plus Applicable Taxes** exigible thereon. There shall be no credit or adjustment whatsoever in favour of the Purchaser in the event of any decrease in the amount of development charges payable by the Vendor pursuant to the Development Charges Act, the Education Act, the Planning Act or any successor or replacement legislation.

(l) The amount of **$0.00 plus Applicable Taxes** for the survey of the Property, if same is provided to the Purchaser.

(s) the amount equal to the increase from the date hereof 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 Whitby 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; The amount of the adjustment pursuant to this paragraph shall not exceed the amount of **$0.00 plus Applicable Taxes**.

(t) in addition to the amounts set out in Sections 1(g), 1(h) and 1(s) 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, 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

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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; The amount of the adjustment pursuant to this paragraph shall not exceed the amount of **$0.00 plus Applicable Taxes**.

**24. 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. On the Closing Date, the Purchaser shall pay to the Vendor, as an adjustment on the statement of adjustments, in addition to any other monies required to be paid as set out in this Agreement, the sum of **Zero ($0.00) Dollars** as a contribution towards the cost of fees payable by the Vendor to its lenders including but not limited to the cost of obtaining (partial) discharges of mortgages not intended to be assumed by the Purchaser. 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.

Dated at _____, this _____.

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

SIGNED, SEALED AND DELIVERED

)
)_____
)Purchaser
)
)_____
)Purchaser

**ANDRIN COUNTRY LANE WEST LIMITED**

Per:_____

Authorized Signing Officer

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**AGREEMENT OF PURCHASE AND SALE**
**Whitby, Ontario**

Lot No. _____ on the Site Plan attached as Schedule "C" hereto.

MODEL TYPE: _____

OPTIONAL PLAN, IF ANY/GRADING CONDITION_____

The undersigned,_____
_____ (the "**Purchaser**") hereby agrees to and with **Andrin Country Lane West Limited** (the "**Vendor**") to purchase all and singular the lands and premises in the Town of Whitby (the "**Municipality**"), presently forming and comprising a portion of those lands described above and as generally described on the site plan attached hereto as Schedule "C" (the "**Property**") and on which has been or is to be constructed a dwelling house as hereinafter provided (the "**Dwelling**") on the following terms and conditions:

1. The purchase price of the Property (the "**Purchase Price**") is payable in lawful money of Canada and is inclusive of HST subject to the below calculation which assumes that the Purchaser qualifies for and assigns the Enhanced HST Rebate to the Vendor on the Closing Date. The Purchase Price is equal to $_____. For the purposes of clarity, the Purchase Price is calculated based on the following, all of which are acknowledged and agreed to by the Purchaser:
   (a) The total purchase price of the Property (the "**Gross Purchase Price**") that is inclusive of HST is: $_____
   (b) The Gross Purchase Price includes HST calculated at the applicable rate of 13% in the amount of: $_____
   (c) The net purchase price exclusive of HST (which for clarity is the Gross Purchase Price less HST) is: $_____
   (d) The Enhanced HST Rebate is in the amount of: $_____ (the "**Rebate Amount**")
   (e) The Purchase Price is calculated as the Gross Purchase Price less the Rebate Amount

   In accordance with the provisions of paragraph 14 of Schedule "A", the Purchaser may be required to pay the Rebate Amount in addition to the Purchase Price in circumstances set out in that paragraph.

2. The Purchase Price is payable to the Vendor as follows:

   (a) by certified cheque or bank draft in the amount of **$20,000.00** submitted with this Agreement;
   (b) by pre-authorized debit agreement in the form provided, together with a void cheque (collectively, the "**PAD**") in the amount of **1%** of the Purchase Price, on the date that is 30 days from the date of acceptance of this Agreement;
   (c) by PAD in the amount of **1%** of the Purchase Price, on the date that is 60 days from the date of acceptance of this Agreement;
   (d) by PAD in the amount of **1%** of the Purchase Price, on the date that is 90 days from the date of acceptance of this Agreement;
   (e) by PAD in the amount of **1%** of the Purchase Price, on the date that is 120 days from the date of acceptance of this Agreement;
   (f) by PAD in the amount of **1%** of the Purchase Price, on the date that is 150 days from the date of acceptance of this Agreement;
   (g) by PAD in the amount of **1%** of the Purchase Price, on the date that is 180 days from the date of acceptance of this Agreement;
   (h) by PAD in the amount of **1%** of the Purchase Price, on the date that is 210 days from the date of acceptance of this Agreement; and
   (i) by PAD in the amount of the **balance to 10%** of the Purchase Price, on the date that is 240 days from the date of acceptance of this Agreement;

   to the Vendor as deposits (collectively, the "**Deposit**") and covenants, promises and agrees to pay the balance of the Purchase Price by wire transfer from the trust account of the Purchaser's solicitor at a Canadian chartered bank to the Vendor or as the Vendor may direct on the Closing Date (as hereinafter defined), subject to adjustments as hereinafter set out.

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

4. This Offer shall be irrevocable by the Purchaser until the _____ day of _____, 20__, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest.

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

| | |
|---|---|
| Schedule A – Additional Terms | Schedule H – Bonus Package |
| Schedule B – Standard Features | Schedule I - Floor Plan |
| Schedule C – Site Plan | Schedule J – Community Map/Sidewalks Plan/Fencing Plan/Buffer Planting Plan |
| Schedule D – Warning Clauses | Schedule K – Legal and Finance |
| Schedule E – Restrictions | Schedule W – Warranty Information Sheet |
| Schedule F – Consent | Schedule FB - Prohibition on the Purchase of Residential Property by Non-Canadians |
| Schedule G – Important Notice | Schedule [DC] - Other – Development Charges |

Schedule being the Addendum and Statement of Critical Dates (the "**Addendum**")

6. The Purchaser's address for delivery of any notices pursuant to this Agreement is the address as set out in the Addendum

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

SIGNED this ____ day of _____, 20__.

) _____
) Purchaser Date of Birth

SEAL

_____ ) _____

WITNESS: ) Purchaser Date of Birth

SEAL

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

ACCEPTED this _____ day of _____, 20__.

**Andrin Country Lane West Limited**

Purchaser's Solicitor:

per: _____
Authorized Signing Officer

SEAL

_____

_____

_____

Vendor's Solicitors:
HARRIS, SHEAFFER LLP
Attention: Attention: Pina Scaccia
4881 Yonge Street, 8th Floor, Toronto, ON M2N 5X3
tel: (416) 250-5800 fax: (416) 250-5300

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**SCHEDULE "A"**

**ADDITIONAL TERMS**

**1. ADJUSTMENTS**

The balance due on the Closing Date shall be adjusted on the Closing Date as to all prepaid and accrued expenses or charges and as to other items required by the terms of this Agreement, plus Applicable Taxes (as hereinafter defined) which shall include, without limiting the generality of the foregoing, the following:

(a) 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.

(b) Taxes, fuel, water rates, assessment rates and local improvements to be apportioned and adjusted to the Closing Date with the Vendor being responsible for all such charges up to the Closing Date and 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 the following year, taxes shall be adjusted as if such sum had been paid by the Vendor notwithstanding that same may not by the Closing Date have been levied or paid, subject, however, to readjustment upon the actual amount of said realty taxes being ascertained. If 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 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 Upper Canada, plus Applicable Taxes;

(d) an amount equal to the cost of enrolment and/or regulatory fees paid by the Vendor for the Property under, pursuant to or as a requirement or prerequisite of any governmental authority, administrative body, and any of the following: the Ontario New Home Warranties Plan Act (the “Warranty Act”), New Home Construction Licensing Act, 2017, or by any of the regulators or authorities pursuant to any of the foregoing or any successor legislation, including, without limitation, Tarion and/or the HCRA (together with any provincial or federal taxes exigible with respect thereto).

(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

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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 under this paragraph shall not exceed $1,500.00 plus Applicable Taxes.

(f) A $450.00 plus Applicable Taxes administrative fee shall be charged to the Purchaser for any payment tendered by the Purchaser (whether by cheque, bank draft, pre-authorized payment, direct payment, or otherwise) for deposits, upgrades or any other monies owing herein which is not honoured or accepted by the 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 shall be certified cheque.

(g) Any increase after September 30, 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 required, assessed, charged or imposed as of that date 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 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 $10,000.00 plus Applicable Taxes exigible thereon. There shall be no credit or adjustment whatsoever in favour of the Purchaser in the event of any decrease in the amount of development charges payable by the Vendor pursuant to the Development Charges Act, the Education Act, the Planning Act or any successor or replacement legislation.

(h) Any new or other levy, payment, contribution, charge, fee or assessment under the Development Charges Act, the Education Act, the Planning Act or any other existing or new legislation, bylaw and/or policy of a similar nature after September 30, 2026.

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

(j) The Vendor may reserve a Vendor's Lien, following the Vendor's usual form, for unpaid purchase monies or adjustments or claims herein provided together with the interest thereon as provided for herein, and the Purchaser covenants and agrees to forthwith pay all costs in relation to such Vendor's Lien including, without limitation, the Vendor's solicitor's legal fees and disbursements and the cost to register such Vendor's Lien 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 Vendor's Lien 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 discharge fee of $100.00 plus Applicable Taxes.

(k) The amount of $950.00 plus Applicable Taxes on account of driveway paving in the event that the subject lot includes a single car driveway or the amount of $1,900.00 plus Applicable Taxes on account of driveway paving in the event that the subject lot includes a double car driveway.

(l) The amount of $250.00 plus Applicable Taxes for the survey of the Property, if same is provided to the Purchaser.

(m) If requested by the Vendor or any Utility Provider (as defined below), then the Purchaser agrees to enter into or assume a contract with any provider of a utility and/or the party monitoring consumption of the utility to Property (the **"Utility Provider"),** on the Utility Provider's form, for the provision and/or metering of utilities to the Property. The fees, costs and charges (including, without limitation, any rental, security deposit, administration, commodity and non-commodity fees/charges) for such utility services 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;

(n) The cost of any recycling containers, garbage bins, green bins and kitchen collectors as required by the Municipality;

(o) Any other monies owing to the Vendor whether pursuant to this Agreement or otherwise;

(p) 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

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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;

(q) 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;

(r) 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;

(s) the amount equal to the increase from the date hereof 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 Whitby 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;

(t) in addition to the amounts set out in Sections 1(g), 1(h) and 1(s) 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, 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) a $150.00 plus Applicable Taxes, administrative fee shall be charged for each sum that the Vendor permits to be paid 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 wire transfer and direct deposit form, which may be amended by the Vendor from time to time. Without derogation from any other right or remedy of the Vendor, if such form is not complied with and a wire transfer or direct deposit is made on account of the Purchase Price, the Purchase shall pay an additional adjustment of $150.00 plus Applicable Taxes as an administrative fee per occurrence;

(w) in addition to the amounts set out in Sections 1(g), 1(h) and 1(s) above, the amount of 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; and

(x) any other adjustment hereinafter agreed to by the Vendor and the Purchaser in writing.

Notwithstanding anything contained herein to the contrary, there will be no additional charges to the Purchaser for any of the following: street trees, boulevard finishes, street furniture, noise attenuation fencing, fencing of school, park and open space blocks, portion of driveways on municipal lands and decorative features or fencing as identified on landscape plans approved by the Municipality or any similar charges.

**2. PRE-CONSTRUCTION APPROVALS**

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(a) Notwithstanding the Closing of this transaction, the Purchaser's covenants, warranties and agreements in this Agreement shall not merge and the Purchaser shall give to the Vendor any further written assurance as may be required by the Vendor to give effect to this covenant either before or after the Closing. The Vendor, the subdivider (the **"Subdivider")** of the plan of subdivision (the **"Subdivision")** in which the Property is situate or their servants or agents may, for such period after Closing as is designated by the Subdivider and/or Vendor, enter upon the Property at all reasonable hours to enable completion or correction of sodding, fencing, corner lot screens or fences, subdivision 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 acknowledges having been advised that any alteration to the grading of such lots or blocks is prohibited unless approved by the General Manager of Community Infrastructure and Environmental Services for the Municipality (or such successor position), and/or his or her designates, and if the Purchaser alters the grade of the Property after the issuance of a grading certificate, neither the Vendor or the Municipality is responsible in any way for the grading alteration. 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. If the Vendor has not undertaken to pave or finish the driveway pursuant to this Agreement, the Purchaser shall not pave or finish the driveway without the prior written consent of the Vendor and the prior written consent of the Subdivider and the Municipality, if required by the subdivision agreement or any other municipal agreement. Following such approval and prior to completing the driveway, the Purchaser shall notify the Vendor in writing so that water valves can be located and raised, if necessary. 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, 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 later of (i) the date that the Vendor has obtained acceptance of lot grading from the Municipality and the Subdivider and (ii) the date that the Municipality has assumed the subdivision. 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. The Purchaser shall provide a refundable security deposit in the amount of $4,500.00 on the Closing (the **"Security Deposit")** to secure compliance with the Purchaser's obligations pursuant to this Agreement, including, without limitation, the Purchaser's grading and subdivision damage covenants as well as the Purchaser's obligations and covenants with respect to landscaping and sodding set out in this Agreement. Should the cost of such repair, 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 costs and the Purchaser shall pay such shortfall amount upon demand by the Vendor. Such Security Deposit shall only be repaid to the Purchaser upon written request from the Purchaser after (i) all clearances, securities, and requirements relating thereto under any Development Agreements 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, provided in all cases that the Purchaser still owns the Property and occupies same as his principal residence less any amounts the Vendor may have to pay to correct or remedy any damages and changes and/or to pay itself any amounts owing to the Vendor and/or to cover any damages, costs and expenses incurred by the Vendor as a result of anything set out herein.

(c) The Purchaser acknowledges that construction of the Dwelling may be subject to the requirements of the architect appointed by the Subdivider (the **"Subdivider's Architect")** and the Purchaser agrees to accept the Property subject to any changes, variations or restrictions now or hereafter imposed by the Subdivider or Subdivider's Architect.

(d) The Purchaser acknowledges that the dimensions of the Property set out in this Agreement or on any schedule attached hereto or shown on drawings or plans made available to the Purchaser on site or otherwise are approximate only. In the event the frontage, depth or area of the Property is varied from those specified in the Agreement, or on any schedule attached hereto or shown on drawings 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. Lot sizes and dimensions are also subject to change without notice provided that they are not substantially varied and, without limiting the foregoing, any decrease of less than 10% of any such lot dimension or of less than 10% of the total lot area will not be

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considered a substantial variation.

(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 the said deposits resulting from the Purchaser's changes.

(f) The Purchaser acknowledges and agrees that if the Dwelling being purchased herein is a semi-detached or a townhouse dwelling unit, then the block upon which the Dwelling 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 block.

3. **CONSTRUCTION**

(a) The Vendor will construct (if not already constructed) and complete upon the Property the Dwelling, of the type hereinbefore indicated in accordance with (i) the plans of the Vendor therefor and filed or to be filed with the Municipality in order to obtain a building permit (the **"Plans")** and (ii) 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 Section 9 of the Addendum and Statement of Critical Dates 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 the 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 Lien Act, and will not claim any lien holdback on Closing. The Purchaser agrees to complete this transaction notwithstanding any claims submitted to the Vendor and/or the Warranty Act 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) The Vendor covenants that on completion of this transaction a warranty certificate for the Dwelling will be requested from Tarion Warranty Corporation **("Tarion").** Such warranty shall contain the only warranties covering the Dwelling. The Purchaser acknowledges and agrees that any warranties of workmanship or materials, in respect of any aspect of the construction of the Dwelling, whether implied by this Agreement or at law or in equity or by any statute or otherwise, shall be limited to only those warranties deemed to be given by the Vendor under the Warranty Act, as may be amended and shall extend only for the time period and in respect of those items as stated in the Warranty Act, it being understood and agreed that there is no representation, warranty, guarantee, collateral agreement, or condition in any way affecting this Agreement, the Dwelling and/or the Property other than as expressed herein.

(c) The Purchaser covenants and agrees that he will exhaust all the remedies available to him with Tarion with respect to any claim relating to defects in workmanship or materials or with respect to any other claim arising under the Warranty Act or in respect of the Addendum, prior to pursuing any other means of redress with regard to such claims. In the event the Purchaser does not comply with the provisions of this Section, or takes any unwarranted or unreasonable actions with respect to such claims, the Purchaser shall be held liable for any damages sustained by the Vendor as a result thereof. The Purchaser and the Vendor agree that (i) the Purchaser shall have no rights against the Vendor beyond those that are specifically granted to the Purchaser under the Warranty Act (ii) the Purchaser's only recourse against the Vendor for a final and binding resolution of any outstanding, incomplete or deficient construction items and any other related matters relating to the dwelling shall be through the process established and administered under the Warranty Act, (iii) the Purchaser and the Vendor hereby appoint and constitute Tarion as the sole and final arbiter of all such matters set out in item (ii) above and (iv) the Purchaser agrees to indemnify and save the Vendor harmless from all actions, causes of actions, claims and demands for damages or loss which are brought by the Purchaser in contravention of the foregoing. For greater certainty, any remedy available to the Purchaser, if any and if applicable, are deemed to exclude: (a) damages for mental distress, loss of employment or loss of a personal preference or personal choice; (b) punitive and/or exemplary damages; and (c) substantial indemnity costs, except for such costs as may be awarded as a result of an offer to settle.

(d) The Purchaser acknowledges and agrees that the Vendor may from time to time, in its sole discretion, or as requested or required by the Vendor's architect or any design consultants or by any governmental authority, change, alter, vary or modify the Plans, the siting of the Dwelling and/or the grading of the Property without notice thereof to the Purchaser. The Purchaser agrees to accept such changes, alterations, variations or modifications and, without limiting the generality of the foregoing, variations to the designated lot/block number, municipal address, location, area and frontage or depth of the Property without any abatement of the Purchase Price or claim for compensation whatsoever. 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 and specifications, provided there is no objection from the Municipality. If the Vendor makes any other change that is

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not minor or permissible without compensation, the Purchaser's sole remedy shall be to complete the transaction in accordance with the terms and provisions of this Agreement and make a claim for compensation, measured by the reduction to the market value of the Property as of the Closing Date resulting from such change.

(e) 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 (all of which shall hereinafter be referred to as the **"External Features"),** may be imposed by the Municipality and/or the Subdivider. In the event the Vendor is required, in compliance with such architectural control requirements, to construct or amend any External Features other than as specified in this Agreement (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, without any abatement of the Purchase Price or claim for compensation whatsoever. The Vendor shall have the right, in its sole discretion, to construct the Dwelling either as shown on the plans 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 the Purchase Price and in full satisfaction of the Vendor's obligations as to construction of the Dwelling type hereinbefore described. Further, if the Vendor constructs the Dwelling at a grade level different than as depicted in the plans or drawings attached hereto 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 within the Dwelling or a step, landing or series of steps to the front door, side door, rear door, or any door from the garage 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, including such areas 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 to the interior of the Dwelling, or any elimination of the side door or door from the house to the garage or garage to outside, if any, or to substitute a door for a patio door or a patio door for a door or to substitute a door or patio door for a window or a window for a door or a patio door, the Purchaser hereby irrevocably agrees to accept such change without any right of abatement of the Purchase Price and in full satisfaction of the Vendor's obligation as to construction of the Dwelling type hereinbefore described.

(f) **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.** Accordingly, 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 or rear deck where so indicated in this Agreement, or vice versa. If this Agreement calls for a walk-out basement or rear deck and such is not possible or reasonable in the Vendor's opinion or if this Agreement does not call for a walk-out basement or rear deck and such is required, pursuant to final approved grading and engineering plans, then the Purchaser shall accept a credit on account of the Purchase Price, or pay the additional cost involved in constructing such walk-out basement or rear deck, as the case may be (such costs shall be absolutely determined by the Vendor).

(g) The Purchaser acknowledges that certain designated lots within the subdivision may require catch basins in the rear yard and associated leads, retaining walls, fencing, landscaping and other subdivision enhancement features, and that hydro transformers, street light poles, light standards, mailboxes, bus stops and/or shelters, signage, gang meters, telecommunication boxes, hydrants, valves, pedestals, utility structures and/or other equipment and/or infrastructure will front onto or be located within certain designated lots (including the Property) within the subdivision (the **"Subdivision").** The Purchaser agrees to accept the Property subject to any catch basins and associated leads, retaining walls, fencing, landscaping, and other subdivision enhancement features, and hydro transformers, street light poles, light standards, mailboxes, bus stops and/or shelters, signage, gang meters, telecommunication boxes, hydrants, valves, pedestals, utility structures and/or other equipment and/or infrastructure required pursuant to the municipally approved plans. The Purchaser further agrees that any of the foregoing will not be cause for an abatement of the Purchase Price or any other claim of any kind by the Purchaser. The Purchaser shall adhere to the overall drainage patterns of the Subdivision, including such easements as may exist or may be required for the purpose of water drainage upon the Property to and from adjoining lands, and the Purchaser agrees to grant such easements as may be required from time to time by the Vendor for drainage. The foregoing covenant may, at the option of the Vendor, be included in any transfer of title to the Purchaser and shall run with the land. The Purchaser agrees that he shall be solely responsible for watering and general maintenance of sod from the Closing Date or from the date that sod is laid and landscaping (if any), whichever shall be later, and the Vendor shall have no obligation in that regard whatsoever. If the Vendor is required by the subdivider, developer or any governmental authority to replace any laid sod as a result of the Purchaser's default under this Section, the Purchaser shall promptly pay the Vendor's costs and expenses of replacing laid sod, a determined by the Vendor

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within five days of written notice from the Vendor together with the interest thereon as provided for herein from the date of demand. The Purchaser acknowledges and agrees that the Vendor shall not be obliged to replace any laid sod as aforesaid until payment has been made there for in full to the Vendor by the Purchaser. In the event that the Property has a retaining wall and/or a fence, the Purchaser acknowledges and agrees that he or she shall be responsible for maintaining the retaining wall and/or fence from and after the Closing Date and that in the event that the Purchaser fails to comply with this obligation, the Purchaser shall be responsible for all claims, liabilities, damages and injuries which may result.

(h) If 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 or any neighbouring subdivision, then the Purchaser covenants and agrees to permit the Vendor and its agents and subtrades to enter upon the Property for the purposes of completing work on an adjoining property or other properties in the Subdivision or any neighbouring 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. Without limiting the foregoing, the Purchaser acknowledges that there may be unbuilt lots adjoining the Property on which construction will take place after Closing and the Purchaser agrees that the Vendor or other builder/contractors or other parties authorized by the Vendor may enter upon the side and back lots of the Property after Closing to enable reasonable construction access to an adjoining lot. Such access shall be allowed without objection by the Purchaser provided that access to the Property and the Dwelling is not blocked and any disruption or damage resulting therefrom is repaired at no cost to the Purchaser.

(i) **The Purchaser covenants and agrees that he shall pay to the Vendor in advance for all extras, upgrades or changes ordered by the Purchaser at the time such order is made** 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. **The Purchaser acknowledges and agrees that, at the time of making any payment on account of extras, upgrades, deposits or otherwise in accordance with the terms of this Agreement by way of credit card, the Purchaser shall be responsible to pay any administrative or transactional fee charged by the credit card payment processing company "Administrative Fee"). Without limiting the generality of the foregoing, the Purchaser acknowledges and agrees that the Administrative Fee is a recovery of charges incurred by the Vendor as a result of the Purchaser's election to use such aforementioned method of payment, which Administrative Fee is not set by the Vendor but rather by the credit card payment processing company and which may be 3% or more of the price.** All such fees may be collected by the Vendor on the Closing Date or at the time of the Purchaser making payment on account of extras or upgrades or at the time of Purchaser selections. Notwithstanding anything herein contained to the contrary, the Purchaser acknowledges and agrees that if, upon Closing, any of the extras, upgrades or changes ordered by the Purchaser remain incomplete in whole or in part or if the Vendor shall, in its sole discretion, determine that it will not provide extras, upgrades or changes or cannot complete the extras, upgrades or changes then there shall be refunded 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 such extras, upgrades or changes were included at no charge whether or not included as part of this Agreement then the Vendor's cost of completing such incomplete items will be refunded. 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.

The Purchaser acknowledges that the selection of optional extras, upgrades and options for the Dwelling can affect the marketability and saleability of the Property in the event of Purchaser default. The Purchaser agrees that before accepting any order for extras, upgrades and options, the Vendor may, at its option, assess the optional extras, upgrades and options selected by the Purchaser and whether such changes negatively affect the marketability and saleability of the Dwelling and as part of such assessment the Vendor may require evidence of the Purchaser's continuing financial ability to complete the transaction. The Vendor may, in its sole, subjective and absolute discretion, refuse to accept any or all such orders for extras, upgrades and options and the Dwelling will be completed in accordance with the original terms hereof in the event that the Vendor determines that such selections changes negatively affect the marketability and saleability of the Dwelling or if such Purchaser's evidence of its continuing financial ability is not satisfactory to the Vendor, all in the Vendor's sole, subjective and absolute discretion.

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(j) The Vendor is not responsible for shade difference occurring in the manufacture of items such as, but not limited to, finishing materials or products such as cushion floor, carpet, laminate flooring, 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 including, but not limited to, veining, grain or grain direction and knotting 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. The Purchaser acknowledges and agrees that (i) carpeting may be seamed in certain circumstances and such seams may be visible; (ii) hardwood, laminate or other flooring materials may react to normal fluctuating humidity levels contributing to gapping or cupping; and (iii) there may be different levels of flooring which may require transition strips, nosings or thresholds, and the Purchaser agrees that the foregoing circumstances are considered to be acceptable by industry standards and the Purchaser shall make no claim whatsoever against the Vendor in the event of same.

(k) All dimensions and specifications on sales brochures and other sales aids are artists' concepts only and are approximate and subject to modification without prior notice at the sole discretion of the Vendor in compliance with the Ontario Building Code. Artists' renderings do not form part of the plans or specifications. The Purchaser acknowledges that the area of the Dwelling, as may be represented or referred to by the Vendor or any sales representative, or which appears in any sales or marketing material(s) is approximate only, and is measured in accordance with the Directive – Floor Area Calculations published by the Home Construction Regulatory Authority (the "**HCRA**"). Actual useable floor space may therefore vary from any stated or represented floor area or gross floor area, and the extent of the actual or useable living area within the confines of the Dwelling may vary from any represented square footage or floor area measurement(s) made by or on behalf of the Vendor. Accordingly, the Purchaser hereby confirms and agrees that all details and dimensions of the Dwelling purchased hereunder are approximate only, and that there shall be no adjustment of the Purchase Price or claim for compensation whatsoever, whether based upon the ultimate square footage of the Dwelling, or the actual or useable living space within the confines of the Dwelling or otherwise. The Purchaser further acknowledges that notwithstanding any representation of ceiling heights within the Dwelling that where ceiling bulkheads or telecommunication devices are installed within the Dwelling, and/or where dropped ceilings are required, then the ceiling heights of the Dwelling will be less than that represented, and the Purchaser shall correspondingly be obliged to accept the same without any abatement or claim for compensation whatsoever. The designation of door swings, including entrance doors and doors from the garage 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 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 discretion, including without limitation, within any hallway, room, closet or interior wall. The location of mechanical installations may not be as shown on the sales brochures 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 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 Date. 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, after the Closing Date, 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 on the Closing Date.

(l) 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, among other things, the number of units in the respective blocks, roof designs that evolve in conjunction with the combination of various model types constituting specific blocks, unit stepping due to grading within respective blocks and the location of required partywalls and firewalls (if applicable) per respective block plan.

(m) Where any portion of any fence is within 12 centimetres of the Property line, such fence shall be deemed not to be an encroachment at that point (the **"Permitted Encroachment")** and the Purchaser agrees to accept title to the Property and to complete the sale contemplated herein, without abatement of the Purchase Price. If any portion of any fence is not deemed to be a Permitted Encroachment (an **"Unpermitted Encroachment")** then the Purchaser shall complete the transaction herein either upon the Vendor's undertaking to take all reasonable lawful steps to remove the Unpermitted Encroachment or, at the Vendor's sole option, upon an abatement in the Purchase Price, such abatement to be calculated by multiplying the Purchase Price by the ratio of the area of the Unpermitted Encroachment to the total area of the

Property. Despite anything hereinbefore set out, the whole of any fence erected by any governmental authority, utility or railway or fences erected by the Vendor or others pursuant to any subdivision agreement, site plan or development agreement shall be deemed to be a Permitted Encroachment and the Purchaser agrees to maintain all such fencing to the satisfaction of the appropriate authority.

(n) 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 the 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 a 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. Any reference to ceiling heights in this Agreement or in sales material 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 and coffers.

(o) In the event that the Dwelling includes stucco to be installed on the exterior of the Dwelling, the Purchaser acknowledges that there may be variance in the colour of such stucco or stone and that the Vendor shall choose, in its sole, absolute and unfettered discretion, the texture of such stucco, and the Purchaser agrees to accept same without objection or claim for compensation.

(p) 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.

(q) In the event there are any matters provided for in this Agreement which are or may be the Vendor's responsibility pursuant to a municipal, regional or other governmental authority requirement and which the Municipality and/or regional municipality and/or any other governmental authority no longer requires the Vendor to perform, complete, construct or install then such matter(s) shall be deleted from this Agreement and the Vendor shall have no responsibility or obligation in respect thereof.

**4. <u>COMPLETION AND ONTARIO NEW HOME WARRANTIES INSPECTION</u>**

(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 Certificate of Completion and Possession/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 Vendor will complete all matters set out in the said Certificate as soon as reasonably practicable and the Vendor and/or its representatives shall have the right to enter the Dwelling and the Property following the Closing in order to complete such matters provided that if the Purchaser refuses or fails to permit the Vendor and/or its representatives such entry, the Vendor's obligations in this regard shall automatically terminate. 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. Except for the aforementioned inspection with the Vendor's representative, the Purchaser shall not enter (and shall not direct or cause anyone to enter) the Property and the Dwelling until the Purchaser has completed his obligations under this Agreement on the Closing Date. 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 shall pay an administration fee of Three Hundred ($300.00) Dollars plus HST for a missed or cancelled appointment or for re-booking of appointment for a PDI where the Vendor in its sole discretion permits for a second booking of an appointment to permit the Purchaser to complete the PDI 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.

(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 option, may thereupon either terminate the transaction, 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 his lawful attorney in the Purchaser's name, place and stead for this purpose and the Purchaser shall be bound as if the Purchaser or the Purchaser's

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designate had executed the CCP and PDI forms.

(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 or the Municipality in connection with the acceptance of the Subdivision as a whole by the Municipality.

(d) If there is more than one Purchaser, each Purchaser appoints each other Purchaser as his or her representative and agent with fully authority to make colour/material selections provided for herein and to enter into additional agreements for optional extras as well as to complete the PDI and to sign any documents in connection with the PDI or other Tarion forms. As a result, any such selections or agreements for extras made by any one Purchaser shall be binding on all other Purchasers as if they had made such selections or entered into such agreements themselves.

(e) The Purchaser acknowledges that it has received a copy of the Warranty Information Sheet as published by Tarion and which provides information about warranty coverage, the pre-delivery inspection and, generally, rights and responsibilities of purchasers/owners and builders. In addition, the Purchaser acknowledges that it has received the following link to Tarion's Learning Hub (https://www.tarion.com/homeowners/learning-hub).

(f) The Vendor or its representatives may take photographs or video recordings of the Dwelling and anything contained therein or theron during the PDI, and may disclose such photographs and recordings and other information and documentation collected during the PDI to Tarion Warranty Corporation and/or any other governmental authority. The Purchaser hereby acknowledges and agrees that it shall not secretly create any video or audio recordings of any kind (including without limitation by camera, smart phone, camcorder or otherwise) in connection with any appointments, colour selections, orientations, framewalks, PDI's or other interactions with the Vendor.

**5. KEYS**

Keys will be released to the Purchaser at the construction site or the sales office or the head office of the Vendor or left in a lock box at the Property (or the construction site or the sales office) with the code to same to be provided to the Purchaser's lawyer in escrow pending closing of the transaction, 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 5:00p.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. 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 .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 30 days prior to the Closing, to examine the title at his 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 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 a satisfactory manner of responding to the Purchaser's requisitions. Further, the Purchaser agrees that if a valid requisition is not sufficiently answered by the Vendor, then that 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 any subdivision or development agreement. The Purchaser agrees to accept title to the Property subject to any easements or licences for the installation or 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

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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 agrees to accept title to the Property subject to one or more mutual rear yard access easements in favour of one or more adjoining properties. The Purchaser shall also accept title to the Property subject to any rights of entry in favour of the Subdivider, 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 Municipality or any other governmental authority or the Vendor 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 permitting 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, licences and/or agreements with the local municipality, regional or county municipality or other tier of municipal government having jurisdiction, governmental authority, railway company or crown corporation, with respect to future services to be installed, or any other purpose.

(c) If the Property abuts land owned by any government, utility, or railway, then such authority may require fences, retaining walls, 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) If 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) The Purchaser agrees to provide the name, address and telephone number of its solicitor and all other information requested or required for the completion of the transaction to the Vendor or its solicitor in writing no later than 30 days prior to the Closing. If the Purchaser changes solicitors or the Purchaser or its solicitor (i) fail to provide the aforesaid information; (ii) change or amend any of the information provided; 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 of $450 plus Applicable Taxes on the Statement of Adjustments. The Vendor is hereby directed to convey title to the Purchaser(s) set forth and named in this Agreement and the Purchaser shall be estopped from requiring any further changes to the manner in which the transfer/deed of land is engrossed unless the Vendor has otherwise agreed in writing to permit the Purchaser to change such title direction.

If applicable, the Purchaser agrees that any person who takes title to the Property as a beneficiary and/or pursuant to a direction or authorization signed by the Purchaser shall be deemed for all purposes to have signed this Agreement through the agency of the Purchaser, or to be the partner of the Purchaser, and to be jointly and severally bound by this Agreement. In doing so, the Purchaser acknowledges that this may result in the loss or eligibility for the Rebate (as defined and further described in Section 14 of this Schedule). Notwithstanding any other term in this Agreement, the Vendor may demand as a closing deliverable, that any person referred to as a beneficiary and/or in a direction or authorization as a person to be named as a transferee shall sign an acknowledgement on the Vendor's form agreeing to be bound by this Agreement. The completion of this Agreement on Closing, without an acknowledgement is not a waiver of the Vendor's right to demand the acknowledgement. It is an act of default by the original Purchaser and a transferee to refuse to provide the acknowledgement, and the Vendor may deliver on closing a transfer excluding such transferee. If the Purchaser does not take title to the Property on Closing, the Purchaser must still execute all closing documentation and is nevertheless still jointly and severally bound with the transferee(s) for all of the obligations of the Purchaser after closing as if he or she had received title.

Prior to Closing, the Purchaser covenants not to register this Agreement or any other document on title to the Property.

(f) If, on or after registration of the Plan of Subdivision, the designated lot number or municipal address of the Property is changed, the Purchaser agrees to accept such variation in designated lot number and this Agreement shall be read with all amendments required thereby.

(g) The Purchaser agrees to accept title to the Property subject to any development agreements, subdivision agreements, site plan agreements and any other such agreements with the municipal corporation or regional municipality or other tier of municipal government having jurisdiction or a governmental authority or utility provider, and applicable by-laws whether registered or not, provided that the Vendor is in compliance thereof (collectively, the "**Development Agreements**").

(h) In the event, that the Municipality does at some point in time provide a release of any of the subdivision agreements the Vendor may either provide such release to the Purchaser for registration of such release by the Purchaser at the Purchaser's expense or register the release, if any, in which event the Purchaser shall pay the Vendor the cost of registration of such release forthwith upon request although the Vendor may, at its option, add such cost to the statement of adjustments as a credit to the Vendor. The foregoing provision does not in any way whatsoever require the Vendor to request any such release or impose an obligation on the

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Vendor to take any steps to obtain any such release.

(i) The Purchaser acknowledges that the transfer/deed of land to the Property to be given on the Closing Date may be given by the registered owner of the Property and not by the Vendor herein, and the Purchaser agrees to accept same and to accept such owner's title covenants in lieu of the Vendor's, in the event the Vendor is not the registered owner of the Property on Closing and the Purchaser hereby releases the registered owner from all obligation, liability and responsibility whatsoever arising out of or associated with the construction of the Dwelling and installation of all other improvements within the lot boundaries of the Property, and the Purchaser agrees to execute and deliver on closing a separate acknowledgement and release in favour of the registered owner to this effect.

(j) The Purchaser agrees to accept title subject to any building or other restrictions and covenants that may be registered against the title of the Property (including, without limitation, those restrictive covenants set out in Schedule "E" hereto as well as any restrictions and covenants registered on title at any time, and the Purchaser agrees, if required by the Vendor, to sign the transfer/deed of land containing such restrictions and covenants and to extract the same from any subsequent purchasers;

**7. AFTER CLOSING**

(a) If, after taking possession of the Dwelling, the Purchaser completes and/or installs or causes to be completed and/or installed any additions and/or improvements such as, but not limited to, porches, patios, plantings, paved driveways, curbs or fences which are located within 6 feet of an external wall or within any area which interferes with the Vendor installing any required services, then the Purchaser will remove such addition and/or improvements 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.

(b) If, after taking possession of the Dwelling, the Purchaser completes and/or installs or causes to be completed and/or installed any improvements, additions or alterations thereto, including, but not limited to, finishing basement, wallpapering, cabinetry and/or mouldings and/or finishings, then the Purchaser shall be required to remove such improvements, additions or alterations at his own expense if the Vendor shall be required to carry out any repairs or replacements to the Dwelling in the area of such improvements, additions or alterations.

(c) The Purchaser acknowledges that grading and sodding 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 he shall be solely responsible for watering and general maintenance of sod and landscaping (if any) from the Closing Date or from the date that sod is laid, whichever is later, and the Vendor shall have no obligation in that regard. If the Vendor is, for any reason, required to replace laid sod, the Purchaser shall promptly pay the Vendor's costs and expenses of replacing laid sod, as determined by the Vendor, within five days of written notice from the Vendor together with the interest thereon as provided for herein from the date of demand. The Purchaser acknowledges and agrees that the Vendor shall not be obliged to replace any laid sod as aforesaid until payment has been made there for in full to the Vendor by the Purchaser. .

(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 Date or such longer period which is equivalent to the warranty period under the Warranty Act for basement repairs. The Purchaser agrees that in the event that there is any water leakage into the basement or any other damage of any kind or nature whatsoever which the Vendor shall be required at law or by Tarion to repair, the Vendor shall not be liable for any consequential damage caused by the water or otherwise nor for any damage to any improvements, fixtures, furnishings or personal property of the Purchaser, but shall be responsible only for the repair of such damage or leakage in accordance with the terms hereof. Further, the Purchaser waives his right to any claim against the Vendor for damage to the Dwelling due to shrinkage, warpage, twisting or settlement or any secondary or consequential damage resulting therefrom. Further, the Vendor shall not be liable for any secondary or consequential damages whatsoever which may result from any defect in material, design or workmanship related to the Dwelling. The Purchaser further acknowledges that the Vendor is not responsible for the repair of any exterior work resulting from settlement, including driveways, walkways, patio stone or sodded areas or for any damage to interior household improvement or decor caused by material shrinkage, twisting or warpage. The Purchaser agrees that this Section may be pleaded by the Vendor in estoppel of any claims by the Purchaser pursuant to this Section.

(e) No request by the Purchaser for homeowner service will be processed by the Vendor unless such request is in writing other than emergency service, such as no heat, water or hydro.

(f) The Purchaser agrees that after Closing, if required by the Municipality or any public or private utility such as the local hydro-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.

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(g) The Purchaser agrees that until all lots or blocks in the Subdivision are sold, the Vendor shall have the exclusive right to maintain model homes, signs, sales staff and marketing material(s) in the Subdivision and to show prospective purchasers through the Subdivision and through any unsold homes.

(h) The Purchasers acknowledges that at the time of occupancy being permitted for the Dwelling, the Dwelling will be located in a construction site and accordingly, the sidewalks, driveways, site landscaping and non-occupancy permit related exterior elements of the house may not be completed. Further the Purchaser covenants and agrees that the Purchaser will and will notify all occupants of the Dwelling, tenants, visitors, Purchaser's friends, relatives, workmen or agents to exercise extreme caution when moving about the subdivision prior to construction of all subdivision works being fully complete and assumed by the Municipality. The Purchaser agrees to indemnify and save the Vendor harmless from the consequences of any actions or claims brought against the Vendor under the Occupational Health and Safety Act, and the Vendor will assume no responsibility for any actions or claims brought against the Purchaser under the Occupational Health and Safety Act. In addition, the Purchaser shall indemnify and save the Vendor, its servants and agents harmless from any action, causes of action, claims or demands for, upon or by reason of any damage, loss or injury to person or property of the Purchaser, or any of its tenants, visitors, friends, relatives, workmen or agents who have entered on the Property or any part of the subdivision of which the Property forms a part whether with or without the authorization, express or implied, of the Vendor.

**8. BREACH OF CONTRACT**

(a) Any breach by the Purchaser of any of the provisions of this Agreement shall entitle the Vendor, or in the *event* any lien, execution or encumbrance arising from any action or default whatsoever of the Purchaser is registered against title or affects the Property, in addition to any rights or remedies that the Vendor may have in law or otherwise, to give notice to the Purchaser declaring this Agreement null and void, whereupon all deposit monies paid hereunder, and any monies paid for extras, shall be forfeited to the Vendor as liquidated damages and not as a penalty.

(b) The Purchaser represents to the Vendor upon which representation the Vendor has relied in accepting the Purchasers offer that he is purchasing the property for his own personal use and not for short term speculative purposes. The Purchaser acknowledges that the truth of this representation is material to the Vendor. Prior to Closing the Purchaser covenants and agrees not to post any signs for sale, or list the Property for sale, or advise others that the Property is or may be available for sale, *offer* for sale or sell, the Property or to enter into any agreement, conditional or otherwise, to sell the Property, or any interest therein, nor to assign this Agreement or any interest herein, or the benefit thereof, nor to mortgage, deal with or in any way encumber the premises without the prior written consent of the Vendor, which consent, may be unreasonably or arbitrarily withheld. Any breach of the foregoing shall constitute a breach of this covenant which shall, at the Vendor's sole option, entitle the Vendor to terminate this Agreement and the Vendor shall be entitled to retain the deposit monies as liquidated damages and not as penalty in addition to and without prejudice to any other remedy available to the Vendor arising out of such default and the Purchaser shall have no further right to or interest in the Property.

(c) Notwithstanding anything herein contained to the contrary, in the *event* the Purchaser or the Purchaser's solicitor advises the Vendor or the Vendor's solicitor, on or before the Closing Date, that the Purchaser is unable or unwilling to complete the purchase of the Property, the Vendor shall be relieved of any obligation to make any formal tender upon the Purchaser or the Purchaser's solicitor and the Vendor may forthwith exercise any and all of its rights and/or remedies in this Agreement and/or at law.

(d) 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.

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(e) 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.

**9. UNLAWFUL WORKS**

(a) If the Purchaser, without the consent in writing of the Vendor, enters upon the Property and carries out changes or additions (the **"Unlawful Works")** to the Dwelling being constructed by the Vendor, 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, and at the Vendor's option it may declare this Agreement null and *void.* 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 and/or at the option of the Vendor, it may declare this Agreement null and *void.* The Purchaser agrees that anything constructed by the Vendor which is not accessible due to the Unlawful Works shall not be covered by the Ontario New Home Warranties Plan and the Purchaser agrees that it shall not be entitled to any delayed closing compensation as a result of any delayed closing caused by such unlawful works. The Purchaser shall not enter upon the Property at any time without the consent in writing of the Vendor or accompanied by a representative of the Vendor. Failure to comply with the foregoing shall constitute a trespass by the Purchaser on the Property and will entitle the Vendor to bring criminal or civil proceedings for such trespass against the Purchaser.

(b) If the Vendor elects the option as set forth *above* to declare the Agreement null and void, then the Vendor shall be entitled to retain the Purchaser's deposit(s) paid and the value of the Unlawful Works. The parties agree that the damages which may be suffered by the Vendor as a result of the Unlawful Works cannot be assessed monetarily and the retention of the deposit and Unlawful Works shall be deemed to be liquidated damages and not a penalty. **THE PURCHASER ACKNOWLEDGES THAT THE UNLAWFUL WORKS SHALL NOT BE COVERED UNDER THE WARRANTY ACT'S WARRANTIES.**

(c) The Purchaser covenants and agrees that it will not be entitled nor permitted to enter upon the Property prior to the Closing Date to supply any material and/or to perform any work or labour to or on the Dwelling or Property respectively. The Purchaser further 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.

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The deposit monies are expressly deemed to be deposit monies only, and not partial payments. Default in payment of any amount payable pursuant to this Agreement on the date or within the time specified, shall constitute substantial default hereunder, and the Vendor shall have the right to terminate this Agreement and the Purchaser shall forfeit all deposit monies in full as liquidated damages and not as a penalty. 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 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 12% per annum, calculated daily, not in advance, until paid. 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. If 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, then all damages shall be assessed as if such amendment was not entered into. The Purchaser, if required by the Vendor, shall execute and deliver on Closing one or more covenants incorporating the terms hereof. If there is a conflict between any term(s) in this Agreement, then 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

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shall have no liability under this Agreement, such liability being restricted to the Vendor only. All buildings and equipment comprising the Dwelling and the Property shall be and remain at the risk of the Vendor until Closing and pending completion of the sale, the Vendor will hold all insurance policies and the proceeds thereof for the Vendor's benefit alone. In the event of damage to the Dwelling, the Vendor may either in its sole discretion (a) repair the damage, finish the Dwelling and complete the sale and, if necessary, delay the Closing Date in the manner permitted in the Addendum; or (b) terminate this Agreement and return to the Purchaser all deposit monies paid by the Purchaser to the Vendor payable under law if the damage to the Dwelling has frustrated this Agreement at law. The Transfer/Deed will be prepared at the 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 and the Vendor acknowledge that this Agreement shall be deemed to be a contract under seal.

**11. SUBDIVISION AGREEMENT REQUIREMENTS**

(a) The Purchaser acknowledges and agrees that title may on Closing be subject to one or more subdivision or other development agreements and that the Subdivider has agreed at its own expense to construct, install and pay for roads, sanitary sewers, water mains and all other services in accordance with the requirements of the Municipality, which the Vendor herein is not responsible to construct, install or pay for. The Purchaser agrees that the Vendor shall not be obligated on Closing or thereafter to obtain releases of such subdivision or other development agreements provided that the same have been complied with as of the Closing and the Purchaser shall satisfy himself as to compliance. In addition, the Purchaser acknowledges and agrees that upon transfer of the Property to the Purchaser, the Vendor/developer/Municipality shall reserve the right, notwithstanding the completion of the sale to the Purchaser, to enter upon the Property for a period of 3 years following the completion of the sale or until assumption of the services, whichever is later, in order to carry out any lot grading work and/or any modification to surface drainage patterns, which in the opinion of the Municipality is required.

(b) The Purchaser acknowledges that applications may be made for official plan amendment(s), rezoning application(s), severance application(s), minor variance application(s), site plan application(s) and/or other planning or development approvals or other applications ancillary thereto relating to the Property or any neighbouring or adjacent lands. The Purchaser, the Purchaser's successors and assigns shall consent to any such applications and approvals. The Purchaser covenants and agrees to not directly nor indirectly object to nor oppose any such applications and approvals. The Purchaser further acknowledges and agrees that this covenant may be pleaded as an estoppel or bar to any opposition or objection raised by the Purchaser thereto. 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 acknowledges that the Subdivision Agreement entered into between the Subdivider and the Municipality may require the Vendor to provide the Purchaser with certain warning clauses and/or notices **("Notices"),** including, but not limited to, land usage, maintenance of Municipal fencing, school transportation, noise levels from adjacent roadways, noise and/or vibration levels from nearby railway lines, 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. If the Subdivision Agreement is 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 if they are inadvertently omitted or misquoted by the Vendor herein, 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 to the Purchaser's address as shown on this Agreement or to the Purchaser's solicitor and such mailing shall be deemed to constitute appropriate notification. The Purchaser agrees to be bound by the contents of any such Notices and covenants to execute forthwith upon request, an acknowledgement containing such Notices if and when requested to do so by the Vendor. The Purchaser acknowledges and agrees that the Vendor may be unable to sell the Property to the Purchaser unless the Purchaser executes such acknowledgment as aforesaid. If the Purchaser fails to execute such acknowledgment forthwith upon being requested to do so, the Vendor shall be entitled, at its sole option, to terminate this Agreement and, upon such termination, all monies paid to the Vendor hereunder shall be forfeited to the Vendor and this Agreement shall be at an end, and the Purchaser shall not have any further rights hereunder. Without limiting the generality of the foregoing, the Purchaser acknowledges being advised of the matters set out in Schedule "D" and Schedule "G" to this Agreement. Municipal subdivision agreements are one of the development requirements that regulate development and the Purchaser should inquire of the Municipality whether the applicable subdivision agreements and other development requirements contain special warnings, construction or servicing requirements, easements, fences or berms or other matters affecting the Property.

**12. <u>COLOUR AND MATERIAL SELECTION</u>**

(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

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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) If any of the terms and conditions stated on the Purchaser's Request for Extras Contract (the **"Purchaser's Extras Contract")** are in conflict with or contradiction of any terms or conditions stated in this Agreement, it is hereby agreed that the terms and conditions stated on the Purchaser's Extras Contract shall take precedence over the terms and conditions of this Agreement provided such provisions do not conflict with the provisions of the Addendum and Statement of Critical Dates annexed hereto.

(j) 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.

13. **MODEL HOMES**

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(a) The Purchaser acknowledges that he has purchased the Dwelling on the basis of plans which may have been modified and which he has viewed and not from a model or vignette. The Purchaser acknowledges that the model homes or vignette, 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, curtains, plumbing supplies, intercom systems, alarm systems, appliances, 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.

**14. HST CLAUSE**

(a) The Vendor and the Purchaser acknowledge and agree that the Province of Ontario, in conjunction with (or with the approval of) the Federal Government of Canada, has passed legislation and regulations amending the Excise Tax Act (Canada) and the Regulations thereto and the Retail Sales Tax Act (Ontario) and the Regulations thereto in order to provide 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 the Purchase Agreement (the "**Enhanced HST Rebate**"). The legislation applies 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. It is acknowledged and agreed by the parties hereto that the Purchase Price already includes a component equivalent to both the federal portion and the provincial portion of the harmonized goods and services tax exigible with respect to this purchase and sale transaction (hereinafter referred to as the "**HST**") less the Rebate Amount. The Purchaser hereby warrants and represents to the Vendor that with respect to this transaction, the Purchaser qualifies for Enhanced HST Rebate and further warrants and represents that the Purchaser is a natural person who is acquiring the Property with the intention of being the sole beneficial owner thereof on the Closing Date (and not as the agent or trustee for or on behalf of any other party or parties), and covenants that upon the Closing Date, the Purchaser or one or more of the Purchaser's relations (as such term is defined in the Excise Tax Act) shall personally occupy the Dwelling as his primary place of residence, for such period of time as shall be required by the Excise Tax Act, and any other applicable legislation, in order to entitle the Purchaser to the Enhanced HST Rebate (and the ultimate assignment thereof to and in favour of the Vendor) in respect of the Purchaser's acquisition of the Property. The Purchaser further warrants and represents that he has not claimed (and hereby covenants that the Purchaser shall not hereafter claim), for the Purchaser's own account, any part of the Enhanced HST Rebate in connection with the Purchaser's acquisition of the Property, save as may be otherwise hereinafter expressly provided or contemplated. The Purchaser hereby irrevocably assigns to the Vendor all of the Purchaser's rights, interests and entitlements to the Enhanced HST Rebate (and concomitantly releases all of the Purchaser's claims or interests in and to the Enhanced HST Rebate, to and in favour of the Vendor), and hereby irrevocably authorizes and directs the Canada Revenue Agency (the "**CRA**") to pay or credit the Enhanced HST Rebate directly to the Vendor. In addition, the Purchaser shall execute and deliver to the Vendor, forthwith upon the Vendor's or Vendor's solicitors request for same (and in any event on or before the Closing Date), all requisite documents, statutory declarations and assurances that the Vendor or the Vendor's solicitors may reasonably require in order to confirm the Purchaser's entitlement to the Enhanced HST Rebate and/or to enable the Vendor to obtain the benefit of the Enhanced HST Rebate (by way of assignment or otherwise), including without limitation, the GST/HST New Housing Rebate Application for Houses Purchased from a builder or other similar form as prescribed from time to time (the "**Enhanced HST Rebate Forms**"). The Purchaser agrees and acknowledges that the Vendor may request that the 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, including, inter alia, any party in which the Vendor may have been acting as the disclosed or undisclosed agent for when entering into this Agreement of Purchase and Sale. The Purchaser agrees to execute and provide to the Vendor all Enhanced HST Rebate Forms and, to the extent the Vendor has not received adequate Enhanced HST Rebate Forms, the Purchaser hereby nominates and appoints any officer of the Vendor (or any other party as may be directed by the Vendor) as the Purchaser's true and lawful agent, with full power and authority in the Purchaser's name, place and stead to execute, swear to and record any and all documents that may be required in order to have the Enhanced HST Rebate paid and/or credited to the Vendor or any other person that is designated by the Vendor including, inter alia, any party in which the Vendor may have been acting as the disclosed or undisclosed agent for when entering into the Agreement of Purchase and Sale. The Purchaser covenants and agrees to indemnify and save the Vendor harmless from and against any loss, cost, damage and/or liability (including an amount equivalent to the

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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 Enhanced HST Rebate, or as a result of the Purchaser having qualified initially but being subsequently disentitled to the Enhanced HST Rebate, or as a result of the inability to assign the benefit of the Enhanced HST Rebate to the Vendor (or the ineffectiveness of the documents purporting to assign the benefit of the Enhanced HST Rebate to the Vendor). As security for the payment of such amount, the Purchaser does hereby charge and pledge his interest in the Dwelling with the intention of creating a lien or charge against same. It is further understood and agreed by the parties hereto that:

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

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

(iii) if, as of the Closing Date, the Enhanced HST Rebate is not available for any reason whatsoever including, without limitation, the date that construction or substantial renovation of the Dwelling commenced or the Closing Date is after the dates set forth in the Excise Tax Act (Canada) or the Retail Sales Tax (Ontario) as the dates during which the 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 Dwelling commences or the Dwelling is substantially completed on dates that would disentitle the Purchaser to the Enhanced HST Rebate;**

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 and/or wire transfer delivered on the Closing Date, an amount equivalent to the Rebate Amount in addition to the Purchase Price and in those circumstances where the Purchaser maintains that he is eligible for the Enhanced HST Rebate despite the Vendor's belief to the contrary, the Purchaser shall (after payment of the Rebate Amount as aforesaid to the Vendor) be fully entitled to pursue the procurement of the Enhanced HST Rebate directly from CRA. It is further understood and agreed that in the event that the Purchaser intends to rent out the Dwelling after the Closing Date, the Purchaser shall not be entitled to the Enhanced HST Rebate, but may nevertheless be entitled to pursue, on his own after the Closing Date, the federal and provincial new rental housing rebates directly with CRA, pursuant to Section 256.2 of the Excise Tax Act, as may be amended, and other applicable legislation relating to the provincial new rental housing rebate and that the Purchaser shall be required to pay the Rebate Amount to the Vendor on the Closing Date in addition to the Purchase Price. The Purchaser further acknowledges and agrees and notwithstanding anything to the contrary as may be contained in this Agreement or otherwise, in the event that either or both of the rates of HST as aforesaid increase, the Purchaser shall be responsible for the increase and shall pay same as an adjustment on the Closing Date less any rebates, if applicable, of such increased amounts, as assigned to the Vendor on the similar terms as set out above, and if either or both of the rates as aforesaid decrease, the Purchaser shall not be entitled to any abatement or reduction of the Purchase Price.

(b) Notwithstanding any other provision herein contained in this Agreement, the Purchaser acknowledges and agrees that the Purchase Price does not include any HST exigible with respect to any of the adjustments payable by the Purchaser pursuant to this Agreement, or any extras or upgrades or changes purchased, ordered or chosen by the Purchaser from the Vendor which are not specifically set forth in this Agreement, and the Purchaser covenants and agrees to pay such HST to the Vendor in accordance with the Excise Tax Act.

Without limiting the generality of the foregoing, 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.

In addition, and without limiting the generality of the foregoing, in the event that the Purchase Price is increased by the addition of extras, changes, upgrades or adjustments and as a result of such increase, the quantum of the Enhanced HST Rebate that would otherwise be available is reduced or extinguished (the quantum of such reduction being hereinafter referred to as the "**Reduction**"), then the Purchaser shall pay to the Vendor on the Closing Date the amount of (as determined by the Vendor in its sole and absolute discretion) the Reduction.

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(c) Furthermore, if at least one individual who is a Purchaser is 18 years of age or older, is a Canadian citizen or a permanent resident of Canada, has not lived in a home, whether inside or outside of Canada, that such Purchaser or such Purchaser's spouse or common-law partner owned or jointly owned as such Purchaser's primary place of residence at any time in the calendar year or in the preceding four calendar years, and has not previously applied for or been deemed to have applied for the additional federal new housing rebate for first time home buyers pursuant to the Excise Tax Act (Canada), as may be amended, (the "**First-Time Home Buyers' GST/HST Rebate**"), then the Vendor may at its option consider the Purchaser a first-time home buyer for the purposes of the applicable legislation and regulations relating to the First-Time Home Buyers' GST/HST Rebate, and if the Vendor so determines, then the Purchasers shall comply with the requirements of the CRA and the Excise Tax Act (Canada) as they relate to the First-Time Home Buyers' GST/HST Rebate and the Purchaser shall execute and deliver all rebate forms, declarations, acknowledgements and other documentation required by the CRA and the Excise Tax Act (Canada) in connection therewith and/or as required by the Vendor or the Vendor's solicitors. The First-Time Home Buyers' GST/HST Rebate is currently only available if all requirements imposed by the applicable legislation and regulations are satisfied, including that the Agreement of Purchase and Sale was entered into with the Vendor on or after March 20, 2025 and before January 1, 2031, the Dwelling is acquired for use as the Purchaser's primary place of residence, the Purchaser is the first individual to occupy the Dwelling as a place of residence following substantial completion of construction or substantial renovation, construction of the Dwelling begins before January 1, 2031, and the Dwelling is substantially completed before January 1, 2036.

(d) The Purchaser covenants and agrees to indemnify and save the Vendor harmless from and against any loss, cost, damage and/or liability (including an amount equivalent to the First-Time Home Buyers' GST/HST Rebate and/or 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 claim for a rebate that has been assigned to the Vendor and/or the Purchaser's failure to qualify for the First-Time Home Buyers' GST/HST Rebate and/or Enhanced HST Rebate, as applicable, or as a result of the Purchaser having qualified initially but being subsequently disentitled to the First-Time Home Buyers' GST/HST Rebate and/or Enhanced HST Rebate, as applicable, or as a result of the inability to credit, pay or assign the benefit of the First-Time Home Buyers' GST/HST Rebate and/or Enhanced HST Rebate, as applicable, to the Vendor (or the ineffectiveness of the documents purporting to assign the First-Time Home Buyers' GST/HST Rebate and/or Enhanced HST Rebate, as applicable, to the Vendor).

(e) The Purchaser agrees to execute and deliver all further documents, forms, assurances, agreements, and perform all other acts as may be required and necessary to give effect to this Section. The covenants, representations, warranties, acknowledgements, agreements, indemnities, charges, assignments and obligations of the Purchaser contained in this Section shall not merge on the completion of this transaction or the transfer of title to the Dwelling, but shall survive and continue in full force and effect thereafter notwithstanding closing, and shall be binding upon the Purchaser and the Purchaser's heirs, executors, administrators, successors and permitted assigns.

(f) Notwithstanding anything herein contained to the contrary, the Vendor shall have the right to register a Vendor's Lien for the amount of the Enhanced HST Rebate against the Property immediately following the Closing Date to secure the Vendor's entitlement to the Enhanced HST 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.

(g) The Purchaser acknowledges that where a credit against the Purchase Price is to be given to the Purchaser on Closing in relation to a construction, financing or timing change, such credit shall be reflected as a reduction in the Purchase Price so as to minimize the amount of the HST payable. The Purchaser further acknowledges that where the Vendor has agreed to provide an inducement or incentive relating to the payment of the Purchaser's mortgage interest (the "**prepaid interest**"), the Purchase Price shall be automatically reduced by the amount of the prepaid interest, and the Purchaser shall reimburse the Vendor on Closing with the amount of the prepaid interest, which reimbursement shall be shown as a credit to the Vendor on the Statement of Adjustments. The amount of the prepaid interest shall be absolutely determined by the Vendor.

(h) The Purchaser acknowledges and agrees that for any matter related to HST that is applicable to this transaction, including without limiting the generality of the foregoing the Enhanced HST Rebate, the Vendor (or any party or parties comprising the Vendor, if applicable) or any other party as may be designated by the Vendor, may be a party to such of the HST documentation as may be required by the Vendor under this Agreement.

**15. AGREEMENT CONDITIONAL**

This Agreement and the transaction arising therefrom are conditional upon compliance with the provisions of the Planning Act of Ontario, and amendments thereto.

16. **AGREEMENT NOT TO BE REGISTERED**

The Purchaser acknowledges and agrees that 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

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reference to this Agreement or his or her interest is likely to cause inconvenience and prejudice or irreparable harm to the Vendor and other purchasers of dwellings within the Subdivision. 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 of the Vendor's costs and expenses in obtaining such court order including, but not limited to, fees of its solicitors on a solicitor and client 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 his lawful attorney in the Purchaser's name, place and stead, without liability or claim, for the purpose of removing any such registration from title.

17. **TENDER**

Any tender of documents or money may be made by the Vendor upon the Purchaser hereto or upon the respective solicitor, and will be deemed to be good and valid if made in accordance with the provisions of the 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 the paragraph herein headed "TITLE" 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 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 Canadian Chartered bank or trust company. The Purchaser further acknowledges and agrees that the key(s) to the Dwelling may be released to him directly from the sales office, the construction site, or from any other location designated by the Vendor, upon payment of all requisite monies and the delivery of all relevant documents to the Vendor, and the Vendor shall not be required to provide any key(s) as part of any tender made by it. Upon completion of this transaction, if the Purchaser fails to attend to pick up the keys by 5:00 p.m. on that date, 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).

**18. EXTENSION AND TERMINATION**

(a) The Purchaser acknowledges that the Closing Date as described in this Agreement may be extended in accordance with the Warranty Act and the Addendum and Statement of Critical Dates.

(b) 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, the HCRA and/or Tarion in the circumstances of such termination.

(c) The Vendor shall have the option, in its sole, absolute and unfettered discretion, to extend the Firm Closing Date or Delayed Closing Date (as set out in the Addendum and Statement of Critical Dates hereof), as the case may be, for one business day to avoid the necessity of tender where the Purchaser is not ready to complete the transaction on either of such dates.

**19. 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. 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 null and void and to retain all amounts paid by the Purchaser without prejudice to any other rights of the Vendor arising from that breach.

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

**21. SUBORDINATION 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, licence, service agreement and other similar agreements made by the Vendor concerning the Property or lands. The Purchaser agrees to do all acts necessary and

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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 his 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. The Purchaser hereby acknowledges the full priority of any mortgage or construction financing arranged by the Vendor and/or secured by the Property over his interest as Purchaser for the full amount of the said mortgage or construction financing, notwithstanding any law or statute to the contrary and agrees to execute all acknowledgements or postponements required to give full effect thereto.

22. **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.

This agreement may be executed and delivered in counterparts, each of which, when so executed, shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same agreement, and notwithstanding the actual date of execution of each counterpart, this agreement shall be conclusively deemed to bear the date noted on same. In addition, this agreement may be executed by any of the undersigned parties electronically, in accordance with the provisions of the *Electronic Commerce Act, 2000*, S.O. 2000, as amended (including, without limitation, through the DocuSign electronic signing platform), and if and when any party executes this agreement by or through an electronic signing platform, then such party shall be obliged to forthwith provide the other party or parties hereto with a copy of the certificate produced by the electronic signing platform (if any) which confirms, verifies and/or validates the electronic signature of the party so executing same electronically, provided however that the failure to provide such certificate shall not negate the validity and/or enforceability of this agreement. Furthermore, notwithstanding the date this agreement is executed by or through an electronic signing platform, this agreement is deemed to be effective and operative as of the date noted above. A photocopy or a scanned and e-mailed copy of this executed agreement (whether signed in wet-ink or electronically) may be relied upon and/or enforced to the same extent as if it were an original executed version.

23. **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.

24. **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. On the Closing Date, the Purchaser shall pay to the Vendor, as an adjustment on the statement of adjustments, in addition to any other monies required to be paid as set out in this Agreement, the sum of Three Hundred and Fifty ($350.00) Dollars as a contribution towards the cost of fees payable by the Vendor to its lenders including but not limited to the cost of obtaining (partial) discharges of mortgages not intended to be assumed by the Purchaser. 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.

**25. 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 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.

26. **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 email, prepaid mail or regular mail,

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addressed to the Purchaser's solicitor or to the Purchaser at the address as provided 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 Addendum and Statement of Critical Dates, 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 in the Addendum and Statement of Critical Dates being subject to other or updated information that may be provided 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 3rd 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 email, regular mail or 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, 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.

(c) The Purchaser acknowledges and agrees that upon entering into this Agreement, he/she 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, failing which the Purchaser shall be charged a fee of $250.00 plus Applicable Taxes on the Statement of Adjustments.

(e) 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.

27. **GENDER AND NUMBER**

This Offer and its acceptance are to be read with all changes of gender and number as may be required by the context.

28. **SUCCESSORS AND ASSIGNS**

Except as expressly herein provided, the parties hereto 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.

29. **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

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(and shall be deemed to have been received by the Purchaser when so delivered to his or her 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 his 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.

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

(a) Pursuant to subsection 3(1) of the Electronic Commerce Act of 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 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 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 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.

**31. 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 Upper Canada 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.

(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

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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 he or she 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.

32. **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.

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

This Agreement of Purchase and Sale 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.

34. **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 and its designated or proposed construction lenders 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, from time to time, within 10 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, 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" Canadian Chartered banks with respect to this transaction of purchase and sale, all of the foregoing to be satisfactory to the Vendor in its sole, absolute 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 10% of the Purchase Price, and the Purchaser shall be obligated to comply with the Vendor’s requirement.

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35. **PERSONAL INFORMATION**

For the purposes of facilitating compliance with the provisions of any applicable Federal and/or Provincial privacy legislation (including without limitation, the Personal Information Protection and electronic Documents Act S.C. 2000, c.5, as amended), the Purchaser hereby consents to the Vendor's collection, possession and use of the Purchaser's personal information necessary and sufficient to enable the Vendor to proceed with the Purchaser's purchase of the Property including without limitation, the Purchaser's name, home address, e-mail address, telefax/telephone number(s), age, date of birth, and in respect of marital status only for the limited purposes described in subparagraphs (c), (g), (h) and (i) below and in respect of residency status and social insurance number only for the limited purpose described in subparagraphs (g) and (h) below, as well as the Purchaser's financial information and desired Dwelling design(s) and color/finish selections, in connection with the completion of this transaction and for post-Closing and after-sales customer care purposes and to the disclosure and/or distribution of any or all of such personal information to the following entities, on the express understanding and agreement that the Vendor shall not sell or otherwise provide or distribute such personal information to anyone other than the following entities, namely to:

(a) Any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services, including without limitation, the Vendor's construction lender(s), the Tarion Warranty Corporation, the HCRA and/or any warranty bond provider, required in connection with the development and/or construction financing of the Project and/or the financing of the Purchaser's acquisition of the Property from the Vendor.

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

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

(d) One or more providers of any cable television, telephone, telecommunication, hydro-electricity, water/hot water, water heater rental company, gas and/or other similar or related services to the Property (or any portion thereof).

(e) Any relevant governmental authorities or agencies, including without limitation, the Land Titles Office (in which the Property is registered), the Ministry of Finance for the Province of Ontario (i.e. with respect to Land Transfer Tax), and Canada Customs & Revenue Agency (i.e. with respect to HST including the Purchaser's social insurance number or business registration number, as the case may be).

(f) Canada Customs & Revenue Agency, to whose attention the T-5 interest income tax information return and/or the NR4 non-resident withholding tax information return is submitted (where applicable), which will contain or refer to the Purchaser's social insurance number or business registration number (as the case may be), as required by Regulation 201(1)(b)(ii) of The Income Tax Act, R.S.C. 1985, as amended.

(g) The Vendor's solicitors and/or Purchaser's solicitors, to facilitate the closing of this transaction, including the closing by electronic means via the Teraview Electronic Registration System, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation.

(h) Any real estate agent, real estate broker and/or mortgage broker involved in the Purchaser's purchase of the Property to facilitate the completion of this transaction;

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

j) one or more third party data processing companies which handle or process marketing campaigns on behalf of the Vendor or other companies that are associated with, related to or affiliated with the Vendor, and who may send (by e mail or other means) promotional literature/brochures about new developments, projects or communities and/or related services to the Purchaser and/or members of the Purchaser's family unless the Purchaser gives the Vendor prior notice in writing not to disclose the Purchaser's personal information to one or more of the aforementioned third party data processing companies;

(k) Rogers Communications Inc. and its affiliates and related entities;

(l) any third party design consultant for purposes of completing colour selections; and

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(m) Any person with respect to whom the Purchaser further consents to such disclosure.

Without limiting the generality of the foregoing, the Purchaser covenants and agrees to forthwith execute any such further documents and to forthwith provide such further written assurances as may be required by the Vendor to give effect to this Section 35 as determined by the Vendor.

36. **ENTIRE 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. The Purchaser acknowledges that the new home industry is multi-faceted and complex and that while sales personnel or agents are knowledgeable about many issues regarding the purchase and construction of a new home, they cannot be expected to know all aspects in detail. Accordingly, the Purchaser acknowledges and agrees that no representations have been made to the Purchaser by the sales personnel or agents, upon which the Purchaser has relied upon, and which were material or instrumental to the Purchaser's decision to purchase this Property, except as are set forth herein in writing.

No terms of any material whatsoever, whether in print or electronic format (including any website(s)), published or otherwise made available outside of this Agreement forms part of or otherwise impacts or modifies the terms of this Agreement. Any such terms outside of this Agreement are expressly excluded from this Agreement and the Purchaser releases and absolves the Vendor from any such terms outside of this Agreement.

The Purchaser is encouraged to have this Agreement reviewed by the Purchaser's solicitor prior to signing same.

**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.**

37. **IRREVOCABLE**

This Offer is irrevocable by the party presenting the offer or counter-offer, as the case may be, 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 Date, on which date vacant possession of the Dwelling is to be given to the Purchaser.

38. If required by the Municipality, the Vendor covenants to obtain and register, prior to closing, a partial release of the Subdivision Agreement from the Municipality to the extent provided by the Municipality and in accordance with the Subdivision Agreement. Further if required by the Municipality, the Vendor further covenants to provide the Purchaser, prior to closing, with an occupancy permit pursuant to and subject to the Subdivision Agreement and as provided by the applicable governmental authority.

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**SCHEDULE “B”**

The following Schedule details the features and finishes per the standard layout for the **36’ & 45’** Detached Homes at Traditions of Country Lane:

**THE PURCHASER 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 board, vinyl siding 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, eavestroughs 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 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 perelevation.
- ENERGY STAR® qualified low maintenance Low-E, argon filled vinyl casement windows for increased efficiency at front, rear and side elevations.
- 30” x 24” double-glazed sliding basement windows. One Window increased insize to 47” x 36”. Location per Vendor and subject to change. Optional raised basement ceiling height may result in the relocation of the 47” x 37” window.
- Sliding patio doors (size per model selected) with thermopane, tempered insulglass with screen, garden door or French door, as per plan.
- Fully graded and sodded lot with precast concrete front walkway. Precast step(s) at rear door, 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, gradepermitting.
- Three (3) piece rough in (drain pipes only) for future basement bathroom, location per Vendor, subject to change in configuration or location without notice.
- 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 deck **(approximately 10’ x 6’ or 55 sq. ft.)**, 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 **(approximately 10’ x 6’ or 55 sq. ft.)** complete with stairs to grade, asrequired.
- 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 **(approximately 10’ x 6’ or 55 sq. ft.)** complete with stairs to grade, as required.
- **Note:** Grading conditions may result in the relocation of the egress window.

**Interior Finishes**

- 9’ ceiling heights on the main floor and 9’ ceilings on the upper floor including coffered ceiling in the primary bedroom. Ceiling heights are approximate and exclude dropped ceiling areas in the laundry room and all bathrooms and anywhere bulkheads are required for mechanical and structural requirements.
- Ceramic or porcelain tile in foyer, as per plan, from Vendor’s standard line.
- Stained (choice from standard Stain selection) finish oak veneer stair with soil wood treads from the main to upper floor (as applicable) to have one coat of sealer. Integral stair landings include stain finish solid oak strip flooring. Paint grade stair to unfinished basement area, one coat of paint, as per plan.
- Stained (choice from standard Stain selection) finish solid oak handrail and straight metal pickets on staircase from the main 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.
- Stained (choice from standard Stain selection) finish 2¼” x ¾” solid red oak strip flooring in natural finish in 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 finished basement level (if applicable), upper floor, upper hall and/or bedrooms, as per plan.
- Smooth finish ceilings in kitchen, powder room and bathrooms on main floor (finished areas). Spray texture ceiling in all other rooms with 4” smooth border excluding closets, vaulted and coffered ceilings.
- 36” gas fireplace, complete with 7” MDF surround painted white, 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, 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 perplan.
- Under cabinet slimline, exhaust fan in stainless finish, over stove location, vented to exterior, as per Vendor.
- Flush Breakfast bar or kitchen island, as per plan.
- Natural or manufactured stone countertop with square edge from Vendor’s standardline.
- 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 installation complete with rough-in plumbing and electrical.

**Bathroom/Powder Room Features**

- Ceramic or porcelain tile floor in bathrooms/powder room per Vendor’s standardline.
- Two (2) piece powder room on main floor with pedestal sink, as per plan.
- Three (3) piece bathrooms include 5’ acrylic tub with full height ceramic wall tile.
- 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 cabinetry with recessed kick plate and Formica countertop from Vendor’s standard line.
- Certified water saving toilets throughout.
- Classic white plumbing fixtures in bathroom(s) and powder room.
- Lighting over vanity in bathroom(s) and main floor powderroom.
- 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.

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- Shut-off valves on high volume fixtures.
- All bathrooms vented to the exterior with ENERGY STAR® exhaust fans.
- 24” x 36” bevelled mirror in powder room.
- 24”x 36” mirror over sink in main/ensuite bath.

**Laundry**
- Polymer laundry tub, located as per plan.
- Faucets and separate drain for automatic washer.
- Ceramic or porcelain floor tile per Vendor’s standard line.
- All upper floor laundry closets/rooms to include a floor drain.
- Wiring and vent for dryer.

**Electrical**
- Energy efficient LED lighting provided throughout, except for dining room.
- Switched wall outlet in lieu of overhead lighting provided in living room and family room/great room.
- 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 located as per building code.
- Pre-wiring/cover plate for maximum of two (2) RG6 coaxial cable TV outlets; one in the family room or great room; and one in the primary bedroom, location as per Vendor. Purchaser is to arrange for activation/service delivery directly with the cable company after closing.
- Pre-wiring/cover plate for two (2) telephone outlets; one in the kitchen and one the primary bedroom, as per Vendor. Purchaser is to arrange for activation/service delivery directly with the phone company 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 basement, as per Vendor.
- Rough-in conduit for installation of a future EV car charger in garage, location per Vendor.
- Solar conduit rough-in from the basement to the attic space. Roof trusses designed to support the weight of future solar panels.
- Integrated USB plug in kitchen

**Heating**
- High efficiency ENERGY STAR® forced air gas furnace with electronic ignition. Note: heating equipment location may vary from plan.
- Sealed ductwork (supply air runs per ENERGY STAR® specifications).
- High efficiency power-vented gas-fired or tankless hot water tank on a rental basis, as per Vendor.
- Heating equipment ductwork pre-sized for installation of future 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 meet or exceed 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-27, 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.

**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 the 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 tile, 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 period, 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 so selected by the Vendor, except that the Vendor shall have the right to substitute other materials and items for those provided in this Schedule provided that such 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.

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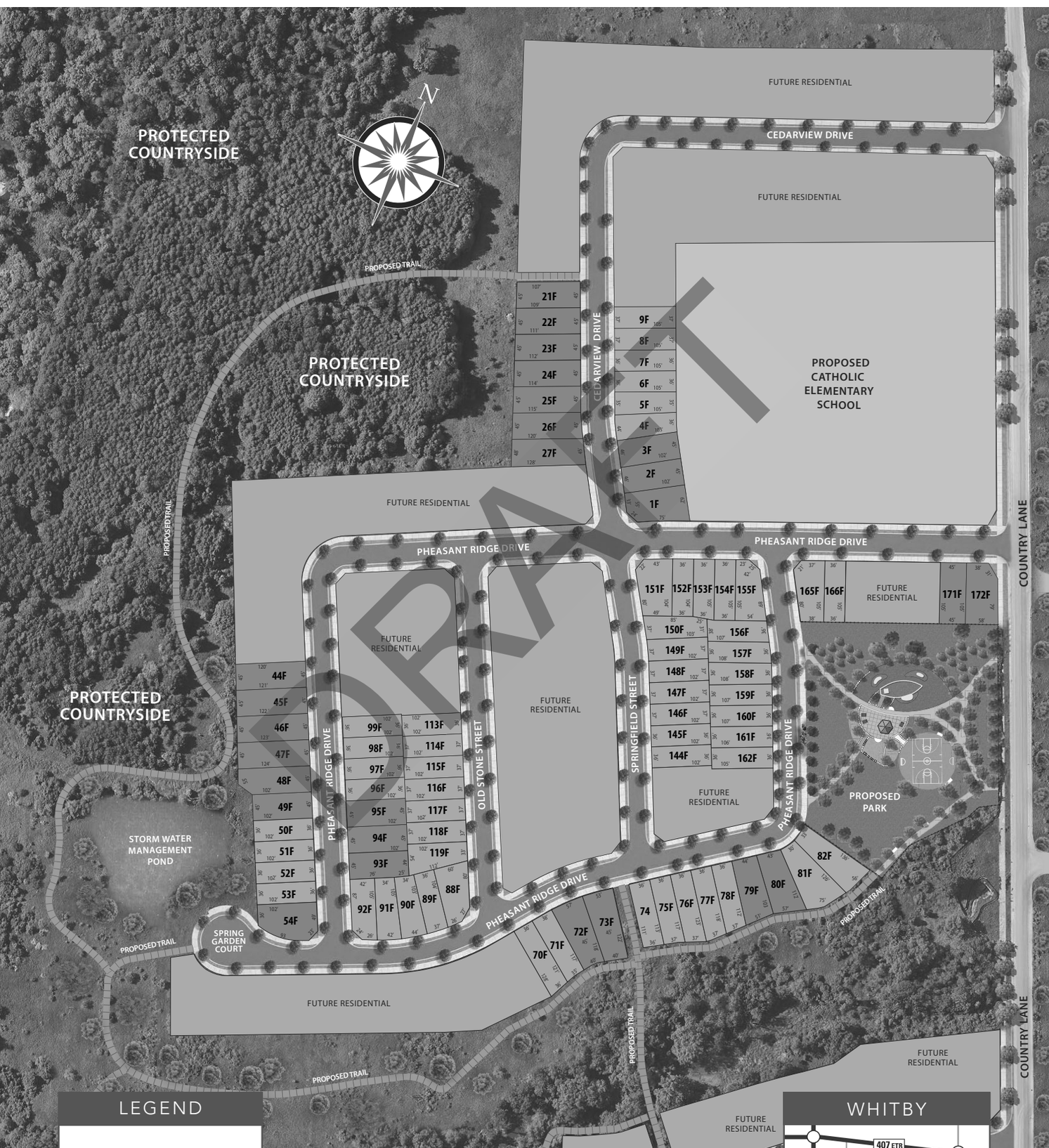
12. Pursuant to this Agreement or this Schedule or pursuant to a supplementary agreement or purchase order, the Purchaser may have requested the Vendor to construct an additional feature within the Lot which is in the nature of an optional extra, if, as a result of building, construction or site conditions 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 to, 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.

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# SCHEDULE 'C'- SITE PLAN

TRADITIONS
OF COUNTRY LANE

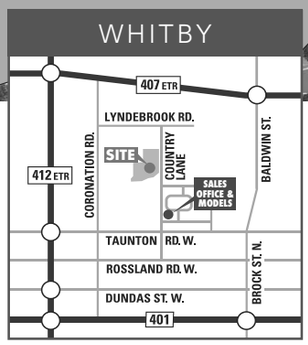
# SITE PLAN




## LEGEND

- 36' SINGLE DETACHED
- 45' SINGLE DETACHED
- FUTURE RESIDENTIAL
- FUTURE RELEASE

## WHITBY




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Dimensions are approximate and adjusted up to the nearest foot. Sidewalk locations have not been determined. Subject to approval of the Town. All plans and dimensions are approximate and subject to change at the discretion of the vendor. Landscaping is artist's concept only. E. & O. E. 20240920_IFS_R1

## SCHEDULE "D"

## 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.

NOTE: All references to Lots in this schedule are based on the numbering shown on the Site Plan attached as Schedule "C" to this Agreement.

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

1. Purchasers and/or tenants are advised that the planting of trees on the Town of Whitby (the "**Town**") boulevards in front of residential units is a requirement of this subdivision agreement.

   A drawing showing conceptual locations for boulevard trees is included as a construction drawing in a schedule of the Subdivision Agreement. This is a conceptual plan only and while every attempt will be made to plant trees as shown, the Town reserves the right to relocate or delete any boulevard tree without further notice.

   The Town has not imposed an amount of a tree fee or any other fee which may be charged as a condition of purchase for the planting of trees. Any tree fee paid by purchasers for boulevard trees does not guarantee that a tree will be planted on the boulevard in front or on the side of the residential dwelling.

   Purchasers are advised that the Developer will be planting trees in the Town boulevards in accordance with the Town standards. A tree may be planted on the boulevard in front or on the side of a particular residential dwelling. The location, size, and species of tree to be planted are at the discretion of the Town and cannot be altered. Spacing will be contingent upon tree species, tree habitat availability, and street furniture structures. This means not every lot will receive a tree. Purchasers are advised that the ability to accommodate the planting of a street tree within the public road allowance will also be influenced by housing form, development setbacks, utilities, driveway width and location.

   Any fee paid by the Purchaser to the Developer for the planting of trees on Town boulevards in front of residential units does not obligate the Town of Whitby nor guarantee that a tree will be planted on the boulevard in front or on the side of a particular residential dwelling. Any boulevard tree planting fees paid are for the community development and are not lot specific. Further, the Purchaser acknowledges and agrees that tree location requests will not be considered and refunds will not be issued to lots that do not receive a boulevard tree. The location, size and specifies of tree to be planted is at the discretion of the Town and cannot be altered.

2. Purchasers and/or tenants are hereby put on notice that the Telecommunications Act and the CRTC authorize telephone and telecommunication facilities and services to be provided by telecommunication carriers other than traditional carriers for such services and that purchasers and tenants are advised to satisfy themselves that such carriers servicing the lands provide sufficient service and facilities to meet their needs.

3. Purchasers and/or tenants are advised that this plan of subdivision is designed to include rear lot catchbasins. The rear lot catchbasin is designed to receive and carry only clean stormwater. It is the homeowner's responsibility to maintain the rear lot catchbasin in proper working condition by ensuring that the grate is kept clear of ice, leaves and other debris that would prevent stormwater from entering the catchbasin. The rear lot catchbasins are shown on the Construction Drawings and the location is subject to change without notice.

4. Purchasers and/or tenants are advised that mail delivery will be from a designated community mailbox as per requirements dictated by Canada Post. The proposed location of the mailbox shall be shown on the community plan provided by the Owner in its Sales Office.

5. Purchasers and/or tenants are advised that despite the inclusion of noise control features within both the development area and the individual building units, noise levels, including from construction activities, may be of concern and occasionally interfere with some activities of the dwelling occupants.

6. Purchasers and/or tenants are advised that traffic-calming measures may have been incorporated into the road allowances.

7. Purchasers and/or tenants are advised that any encroachments and/or dumping from any dwelling unit on to any park are prohibited.

8. The Purchasers/Tenants are advised that if an air conditioning unit is to be installed at a later date, the outdoor unit shall be located in a noise insensitive location. The final installation shall meet the Ministry of Environment criteria in Publication NPC-216 and other applicable levels specified by the Municipality.

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9. Purchasers shall be solely responsible for watering of all sod and for general maintenance of all hard and soft landscaping within their lot.

10. The Purchaser acknowledges being advised of the following notices:

    (a) Despite the best efforts of the Durham District School Board and the Durham Catholic District School Board, 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, the students may later be transferred.

    (b) Purchasers agree for the purpose of transportation to school if bussing is provided by the Durham District School Board or Durham Catholic District School Board in accordance with the policies of each such School Board, that students will not be bussed from home to school, but will meet bus at designated locations in or outside the area.

11. Purchasers are advised that:

    (a) any alteration to the grading of such lots or blocks is prohibited unless approved by the Engineer, and

    (b) if the subsequent owner of a lot or block alters its grade after the issuance of a Grading Certificate, the signatory to the Subdivision Agreement and the Town are not responsible in any way for the grading alteration.

12. Purchasers of all Lots are advised that:

    (a) Purchasers are advised that despite the inclusion of noise abatement features within the development area, sound levels from road traffic may be of concern, occasionally interfering with some activities of the dwelling occupants as the noise level will exceed the Ministry of Environment's noise criteria;

    (b) Purchasers are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound level will exceed the Ministry of Environment's noise criteria.

13. The parties acknowledge that the Vendor has agreed to complete the sodding and driveway finish after the closing date, weather permitting. Notwithstanding the foregoing, the Purchaser acknowledges and agrees that the Vendor will grade and sod the lot plus finish the driveway with only one coat of asphalt after closing once curbs and sidewalks are installed and complete.

    The second coat of asphalt will be done at later date from the first coat application to ensure proper settlement has occurred to an extent satisfactory to the Vendor in its sole and arbitrary discretion. The Purchaser shall not be entitled to claim any damages or compensation whatsoever in the event the Vendor defers completion of the second coat of asphalt as aforesaid, and the provisions of this paragraph may be pleaded as a complete bar and estoppel to any such claim.

14. Purchaser acknowledges that if, at any time after the closing date, the Purchaser(s) redo or replace any finished carpeting or flooring provided by the Vendor, and it becomes necessary at any time thereafter for the Vendor to effect repairs or replacements to the subfloors, the Vendor shall have no liability, responsibility or obligation whatsoever in respect of the cost of removal, replacement or reinstallation of Purchaser's redone carpeting of flooring, regardless of whether this occurs during the Tarion warranty period, and the provisions of this paragraph may be pleaded as a complete bar and estoppel to any such claim.

15. Purchasers of corner lots (the "Corner Lots") are advised that the Vendor may elect, at any time prior to or after closing, at its sole and uncontrolled discretion, to install entry features for the subdivision (the "Entry Features") which may be installed or located, in part or in total, upon the Corner Lot. The Purchaser agrees to take title to the Corner Lot subject to the right, and covenants and agrees to grant in favour of the vendor and/or the Municipality, both at and after closing, such temporary or permanent rights to enter upon portions of the Corner Lot with persons and equipment to construct, maintain, alter, repair and replace the Entry Features from time to time. The Vendor shall be responsible for the maintenance and repair of the Entry Features for a period of one (1) year after closing, and thereafter maintenance and repair of the Entry Features shall be the responsibility of the Purchaser, and the Vendor shall have no responsibility, obligation or liability in that regard. The Purchaser covenants and agrees to execute and deliver, both at and after closing, such documentation as the Vendor may require in order to give full force and effect to the foregoing.

16. The purchaser acknowledges that a rental water heater will be supplied. The purchaser appoints the builder as his/her agent for purposes of entering the supplier's standard water heater rental agreement, if required. The rental agreement will take effect between the Purchaser and the supplier on the closing date. The Purchaser understands that rental information, including the supplier's standard rental terms and conditions and the current monthly rental rates (which may change from time to time), will be provided either at or prior to the time of closing or with the first rental bill.

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17. Any fencing, retaining walls or noise barriers or other items of a similar nature erected by the Vendor or the Municipality on, adjacent to or abutting the Property shall be maintained by the Purchaser, after closing, without any modification or alteration whatsoever and in good order and tidy appearance and any landscaping provided by the Vendor in connection therewith shall be maintained by the Purchaser in good order and condition.

18. The Purchaser acknowledges that side walk locations are not final and are subject to final determination by the Municipality. The Purchaser further acknowledges that maintenance and snow/ice clearing of adjoining sidewalks and paths are the responsibility of the Purchaser. The Purchaser shall indemnify and save the Vendor and the subdivider harmless from any action, causes of action, claims or demands for, upon or by reason of any damage, loss or injury to person or property of the Purchaser, or any of his friends, relatives, workmen or agents arising from a side walk or path that has not been maintained or snow/ice cleared.

19. The Purchaser acknowledges that utility locations remain to be determined.

20. Notice to Parents: Students from this development may have to attend existing schools. Although a school site has been reserved within this plan of subdivision, a school may not be constructed for some time, if at all, and then only if the Durham District School Board receives funding for the construction of this required school.

21. Purchasers acknowledge and agree that if their lot is adjacent to or near a block laid down by the plan of subdivision reserved for the purposes of a future school, then such Purchasers are advised that a school may not be built for several years and may not be built at all. Such Purchasers are further advised that in the event that a school is not built on such block, then the Vendor reserves the right to develop such block with residential dwellings, in its sole and absolute discretion and Purchasers shall consent to any application in connection with such residential dwellings and shall not make any objection to same. This paragraph may be pleaded as a bar to any objection by the Purchaser and the Purchaser covenants to include this clause in any conveyance, mortgage or disposition of the Purchaser's lot and to assign the benefit of such covenant to the Vendor.

22. Purchasers of Lots 17E, 18E and 68E are advised that it is currently anticipated that the required acoustic barrier fence is constructed wholly on private property. The operation, maintenance and replacement of said fence is the sole responsibility of the property owner.

23. Purchasers are advised that a future airport may or may not be developed in proximity to the Property and in the event that it is, the operations of such airport may result in transmissions of noise, vibration, electromagnetic interference, stray current and smoke and particulate matter (collectively referred to as the "Interferences") to the Property and the Interferences from such operations may be of concern, occasionally interfering with some activities of the occupants in the Property.

24. Purchasers and/or tenants are advised that due to the proximity of the future and existing adjacent commercial facilities, if applicable sound levels from the commercial facilities may at times be audible.

25. Metrolinx, carrying on business as GO Transit, and its assigns and successors in interest may now or hereafter have a right-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the rail facilities on such right-of-way in the future including the possibility that GO Transit or any railway entering into an agreement with GO Transit to use the right-of-way or their assigns or successors as aforesaid may expand their operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). Metrolinx will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid right-of-way.

26. Warning: Canadian National Railway Company or its assigns or successors in interest has or have a railway right-of-way within 300 meters from the land the subject hereof. There may be alterations to or expansions of the railway facilities on such right of way in the future, including the possibility that the railway or its assigns or successors as aforesaid may expand operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). CNR will not be responsible for any complaints or claims arising from the use of its facilities and/or operations on, over or under the aforesaid right-of-way.

27. Purchasers/Tenants of all Lots are advised that it is the intention of the parties hereto that the provisions of Schedule "S" to the Subdivision Agreement shall run with the lands referred to therein so that it may be a notice to the owner from time to time of such lots and blocks. It is therefore agreed that, notwithstanding the provisions of Section 13 of the Subdivision Agreement relating to the release of lots and blocks, the lots and blocks referred to in Schedule "S" shall not be released from this agreement so that the provisions of Schedule "S" shall remain on title until such time as the Town, in its absolute discretion, deems it advisable to release the same.

28. Purchasers/Tenants of all Lots are advised of the following warning clauses and notice provisions, which are for the information of purchasers and tenants of all lots and blocks.

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(a) DURHAM DISTRICT SCHOOL BOARD

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

(b) ASSUMPTION OF THE SUBDIVISION

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

(c) LANDSCAPING AND SODDING

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

(d) LOT GRADING

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

The purchaser by signature of this Agreement is aware of and shall comply with all provisions of the subdivision agreement which specifically deal with grading.

Purchasers are advised that any authorised alteration of the established lot grading and drainage patterns by the homeowner may result in negative drainage impacts to adjoining lots.

At the time of the execution of this agreement, the final grading plan for the property may not be finalized. The developer reserves the right to revise the location of any storm drainage works, including catch basins, providing the final location is approved by the Town.

Purchasers and/or tenants are advised that proper grading of all lots in conformity with the Subdivision Grading Plans is a requirement of this subdivision agreement.

The Town has taken a Letter of Credit from the Vendor or Subdivider for the security to ensure all municipal services including, but not limited to lot grading, are constructed to the satisfaction of the Town. Direct cash deposit from the Purchasers to the Town and/or the Vendor, for lot grading purposes, is NOT a requirement of this subdivision agreement. The Town does not control the return of such deposits and purchasers/tenants must direct inquiries regarding this return to their vendor/landlord.

At the time of execution of this agreement, the final grading plan for the property has not been finalized. The developer reserves the right to revise the location of any storm drainage works, including catch basins, and rear lot catch basins, providing the final location is approved by the Town of Whitby.

Purchasers are advised they shall not alter or interfere with the lot grading and drainage levels and patterns as approved by the Town, nor shall the Purchaser alter, fill, fence, stop up or allow to become clogged or fall into a state of disrepair, any front, rear or side yard drainage depression or swale, catch basin, infiltration gallery or other drainage channel, facility or installation, as such alteration or other action as stated above may cause a failure of the drainage system in the area. Purchasers are advised that any unauthorized alteration of the established grading and drainage patterns by the homeowner may result in negative drainage impacts to adjoining lots and that the altering Purchaser will be liable for any resulting damage, costs and administrative fees.

As some roof leaders from the dwelling units situated within the lands may not be connected to the storm sewers, the Purchaser understands and agrees that there is an obligation and responsibility on the part of the Purchaser to maintain the Town’s requirements with respect to final grading of the lands in accordance with the Town’s lot

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grading policy and the grading plans approved by the Town of Whitby for the lands herein. Purchasers also agree that rainwater roof leaders shall not be altered.

(e) SIDEWALKS

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

Purchasers/Tenants are advised a copy of the plan showing the location of the various sidewalks to be constructed by the Subdivider and a copy of plan showing the location and the type of fencing that will be erected by the Subdivider, has been provided.

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

Purchasers should be advised of the following conditions regarding their property line. I. Private landscaping is not permitted to encroach within the Town's road allowance, the Natural Heritage System, open spaces, parks, walkways, and easements. Any unauthorized encroachments are to be removed by the homeowner prior to assumption, at the purchaser's expense. Obstructions and encroachments shall include, but not be limited to the construction, placement or maintenance of posts, fences, trees, hedges, landscaping, and concrete driveway curbs. Homeowners should be aware that their property ownership does not extend to the sidewalk in front of their home. The property line is typically 0.15 metres to 0.50 metres away from the sidewalk. Purchasers are expected to maintain but not alter the municipal boulevard (the space between the sidewalk and the curb directly in front of each said lot, or the space between the curb and the property line)

Purchasers/tenants are advised that all lawns, shrubs, vines, hedges, bushes and vegetation shall be kept from becoming unreasonably overgrown in a fashion that may affect safety, visibility or passage of the general public wholly or partially conceal or interfere with the use of any hydrant or water valves, or constitute an obstruction of the view for vehicular traffic.

(f) LOT INFORMATION, AND ADJACENT LAND USES

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

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

(g) OPEN SPACE / NATURAL HERITAGE SYSTEM

Purchasers are advised that dumping of yard waste, other household materials, and garbage within the Natural Heritage System, public park blocks, open spaces, walkways, and stormwater management areas is strictly prohibited.

Purchasers and/or tenants of lots or units adjacent to or near the Park or any other parkland and open space are advised that these parks, in whole or in part, may be vegetated to create a naturalized setting. Be advised that, in these areas, the Town will not carry out routine maintenance such as grass and weed cutting in these areas.

Purchasers are advised that the lands surrounding the site are designated Natural Heritage System areas. These areas will be conserved and naturalized, with portions being used for a public trail system. These lands are to remain as much, as possible, in their natural state and may receive minimal maintenance. The Town of Whitby, and the Developer will not be responsible for any inconvenience or nuisance which may present itself as a result of this environmental protection area and associated trail system. Please note that uses such as private picnics, barbeque or garden areas; and/or the dumping of refuse (e.g. grass/garden clippings household compostable goods, garbage etc.) are not permitted on these lands.

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In addition, access to any open space lots by private rear yard gates and/or ladders are prohibited.

Stormwater Management Facilities and the Natural Heritage System are intended to be naturalized / kept in a natural state. As such, the publicly owned natural heritage system may not receive routine maintenance such as grass and weed cutting.

Purchasers are advised that after assumption of the subdivision, the Town at its sole discretion may repair, replace, and/or remove any landscape design element on Town property including, but not limited to, decorative perimeter fencing, trail features, stormwater management pond structures, irrigation, traffic island planting/signage and decorative paving.

Site drainage will be directed and treated within an engineered storm water management (SWM) facility, which will be developed as a storm water management pond. Minimal maintenance such as a periodic removal of paper, debris and a clean out of sediments will occur in accordance with Town standards.

Purchasers are advised that the storm water management pond will contain a permanent pool of water. The pond is subject to fluctuating water levels due to rain events and is not to be used for recreational purposes or dumping.

(h) LOCATION OF PUBLIC PARKS AND WALKWAYS

Purchasers/Tenants of Lots in Block 100 (324) and Lots 81E to 90E, 21F, 73F-74F inclusive, are advised that a public walkway to a Town-wide Multi-Use Trail system is to be constructed between adjoining their Blocks/Lots, and that the Open Space Block through which the Multi-Use Trail passes is to remains in a natural state.

Purchasers/Tenants of Lots in Block 100 (324) and Lots 81E to 90E, 21F-27F, 44F-54F,70F-82F inclusive are advised that such Blocks/Lots back onto an Open Space Naturalized Heritage System, and hereby acknowledge that private gates or direct access to this naturalized area from the lots is prohibited. Dumping of grass clippings and any non-native plant material or refuse in this area is prohibited. Purchasers/tenants hereby acknowledge that they have received and read the Homeowners' Manual entitled Resident's Guide, and agree to abide by the general Best Management Practices set out therein, pertaining to this Naturalized Heritage System.

(i) NOISE WARNING

Despite the inclusion of noise control features within the development area, noise levels may continue to be of concern, occasionally interfering with the activities of the dwelling occupants.

29. Purchasers are advised of the following:

(a) For all dwelling units within the proposed residential development, standard Ontario Building Construction will be acoustically acceptable for the exterior wall and window constructions.

(b) All applicable warning clauses shall be listed in the Town of Whitby's Subdivision Agreement and also be inserted in the Agreements of Purchase and Sale or Lease and registered on title.

30. Purchasers and/or tenants are advised of the following warning clause:

"*Purchasers are advised that despite the inclusion of noise abatement features within the development area, sound levels from road traffic may be of concern occasionally interfering with some activities of the dwelling occupants as the noise level will exceed the Ministry of Environment, Conservation and Parks noise criteria."*

31. Purchasers and/or tenants of all Lots are advised of the following warning clause:

"*Purchasers are advised that despite the inclusion of noise abatement features within the development area, sound levels from road traffic may be of concern occasionally interfering with some activities of the dwelling occupants as the noise level will exceed the Ministry of Environment, Conservation and Parks noise criteria."*

*"This dwelling unit was fitted with ducting sized to accommodate a central air conditioning unit. The installation of central air conditioning by the homeowner will allow windows and exterior doors to be kept closed, thereby achieving indoor sound levels within the limits recommended by the Ministry of Environment, Conservation and Parks. (Note: care should be taken to ensure that the condenser unit is located in an area that is not sensitive to noise. The sound rating of central air conditioning units must not exceed the sound emission standards established by the Ministry of Environment, Conservation and Parks)."*

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32. Purchasers and/or tenants of all lots in Block 98 (326), Block 99 (325), Block 100 (324) and Lots 79E, 80E, 81E, 82E, 83E, 84E, 85E, 86E, 87E and 88E are advised of the following warning clause:

> *"Purchasers are advised that sound levels due to increasing road traffic, the existing/proposed commercial and the future mixed-use development may occasionally interfere with some activities of the dwelling occupants as the sound level will exceed the Ministry of Environment's noise criteria."*

33. Purchasers and/or tenants of Lots 17E, 18E, 68E and 172E are advised of the following warning clause:

> *"Purchasers are advised that despite the inclusion of noise abatement features within the development area, sound levels from road traffic may be of concern, occasionally interfering with some activities of the dwelling occupants as the noise level will exceed the Ministry of Environment's noise criteria."*

34. Purchasers and/or tenants of Lots 17E, 18E and 68E are advised that that the acoustic barrier on such Lot is designed and constructed wholly and/or partially on private property and that the maintenance and replacement of said barrier is the sole responsibility of the property owner. Purchasers and/or tenants of all Lots are advised that if there is any acoustic barrier on or partially on their applicable Lot, the foregoing shall also apply to them with respect to such acoustic barrier.

35. Purchasers/Tenants are advised that despite the inclusion of noise control features in this development area and within the dwelling units, noise due to increasing road traffic may continue to be of concern, occasionally interfering with some activities of the dwelling occupants as the noise level may exceed the noise criteria of the Municipality and the Ministry of the Environment, Conservation and Parks, I the purchaser hereby agree to place this clause un all subsequent offers of purchase and sale when I sell the property.

36. Purchasers/Tenants are advised that this dwelling unit was fitted with forced air heating system and the ducting, etc. sized to accommodate central air conditioning unit. Air conditioning can be installed at the owners' option and costs. (Note: locate air cooled condenser unit in a noise insensitive area and ensure the unit has an AHRI sound rating not exceeding 7.6 bels).

37. Purchasers/Tenants are advised that the dwelling unit is in proximity to existing and future commercial facilities, whose activities may at times be audible.

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

39. Purchasers are advised that winter maintenance including snow plowing on roadways will be provided at a reduced level of service in accordance with Town standards.

40. Purchasers are advised that prior to the placement of any structures in side and rear yards, the Zoning By-law should be reviewed to determine compliance and that a Site Alteration Permit be obtained prior to proceeding to do any site work.

41. Purchasers should be advised of the following conditions regarding their property line:

    (a) Private landscaping is not permitted to encroach within the Town's road allowance or Natural Heritage System area. Any unauthorized encroachments are to be removed by the homeowner prior to Assumption.

    (b) Obstructions and encroachments shall include, but not be limited to the construction, placement or maintenance of posts, fences, trees, hedges, landscaping, and concrete driveway curbs.

    (c) Purchasers are expected to maintain but not alter the municipal boulevard (the space between the sidewalk and the street directly in front of each said lot).

42. Purchasers and/or tenants of all lots in Block 98 (326), Block 99 (325), Block 100(324) and Lots 69E-90E, 21F-27F, 44F-54F, 70F -82F inclusive, being lots or units adjacent to or near channel blocks, environmental buffer blocks, storm water management blocks, servicing blocks, railroad buffer blocks and utility corridors, are advised that these blocks have been vegetated to create a natural setting. Be advised that the Town will not carry out routine maintenance such as grass and weed cutting. Some maintenance may occur in the areas that are developed by the Town for public walkways, bikeways and trails.

43. The completion of some dwellings in this subdivision may be delayed until after the completion of exterior finishes on external buildings, if applicable.

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44. The subdivision will be constructed in a phased sequence. Some areas will be occupied while other areas are under construction. As such, temporary inconveniences due to ongoing construction activities such as noise, dust, dirt, debris, and construction vehicle traffic may occur throughout the duration of the development of this community, as well as future phases or the development of adjacent lands.

45. Purchasers are advised that any holdout properties are not owned by the developer and that these properties and blocks could develop into any use at a future date, may have their sites altered, or erect structures which may be visible from your property. The developer does not guarantee the uses currently existing on these lands will continue, if applicable.

46. Purchasers and/or tenants are advised that the dwelling/unit may be supplied with a sump pump for stormwater drainage purposes. Purchasers are advised and acknowledge that maintenance and repair from time to time is the responsibility of the Purchaser. Purchasers are advised to conduct regular maintenance checks of the equipment from time to time. Installed sump pumps will be located in the most efficient location in accordance with engineering practice and cannot be relocated.

47. Purchasers are advised that the construction of elevated decks within their yards may compromise the effectiveness of the noise mitigation measures and controls which have been established within the subdivision for their lots.

48. Purchasers are advised that they shall not construct, widen, remove or alter any curb cut within the road allowance of a Town road, or cause any such work to be done except with the approval of the Town.

    Driveway entrance widening or modifications will not be permitted. Purchasers must take note of the parking available on their own private lot and purchase homes with knowledge that additional space for additional vehicles may be limited or unavailable.

    Purchasers are advised that overnight on-street parking on one side of the street may be available on the street in front of their home between April 1st and November 30th yearly, as per the Town Traffic & Parking By-Law. The Owner is advised to review the approved plan to determine which side of the street will accommodate on-street parking. Vehicles may be parked overnight on the street when a valid parking permit has been served for that vehicle. A permit does not entitle any homeowner to a particular space, nor does it entitle the vehicle to a space on the street, should all spaces be occupied by permit or otherwise.

49. Prospective purchasers are advised that there may be sidewalks and/or above ground utility facilities such as fire hydrants, hydro transformers, streetlights, community mailboxes and cable/telecommunication pedestals located in front of their properties within the Town's road allowance or on easements.

50. Purchasers and/or tenants of designated lots are hereby advised that telecommunication or Hydro Utility Equipment Buildings may be located adjacent to their property and may be visible from their dwelling.

51. Purchasers acknowledge that their lot may be subject to drainage requirements in such an event, the presence of rear yard rain barrels and associated underground piping on the lot may be required and in such an event it is the responsibility of the Purchaser to maintain the rain barrels. If applicable, the rain barrels are part of an integrated and engineered system tied to the overall community and approved by governing agencies, and shall not be altered or removed in any way so as to impede the drainage of stormwater.

52. Purchasers acknowledge receipt of copies of plans showing the locations of sidewalks, fencing and buffer planting in the subdivision of which the Property forms a part of.

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

54. The acoustic barrier on Lots 17E, 18E and 68E and Blocks 94 and 95 is designed and constructed wholly on private property. The maintenance and replacement of said barrier is the sole responsibility of the property owner.

55. The subdivider hereby agrees to implement the recommendations of the Environmental Noise Assessment Prepared by YCA Engineering Limited dated March 2018 & March 20, 2023.

56. Purchasers and/or tenants of Lot 18E and Lot 172F is advised as follows:

    (a) Purchasers are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound level will exceed the Ministry of Environment, Parks and Conservation noise criteria.

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(b) This dwelling unit was fitted with ducting sized to accommodate a central air conditioning unit. The installation of central air conditioning by the homeowner will allow windows and exterior doors to be kept closed, thereby achieving indoor sound levels within the limits recommended by the Ministry of Environment, Parks and Conservation. (Note: care should be taken to ensure that the condenser unit is located in an area that is not sensitive to noise. The sound rating of central air conditioning units must not exceed the sound emission standards established by the Ministry of Environment, Parks and Conservation).

57. All Purchasers are advised that the Subdivider/Builder within the subdivision plan are responsible for the maintenance of all unassumed roads which shall include but not be limited to snow plowing, salting/sanding, street sweeping, dust control measures, and repairs to the base asphalt until the subdivision road allowances are assumed by the Town.

58. Purchasers are advised that infiltration trenches have been constructed on Lots 1F – 9F, lots 113F-119F & 144F – 150F inclusive. The infiltration trenches have been constructed to help maintain the groundwater system that supports adjacent environmental features to your property including streams, woodlands and wetlands. The homeowner(s) and (any subsequent homeowners) are responsible for the maintenance of the infiltration trenches and are advised that they must not be altered in any way, including removal. Any repair or replacement must be in kind, in order to maintain their function.

The infiltration trenches are sized as follows:

Lots 1F to 9F: 1.5 metres wide by 0.25 metres deep;

Lots 113F to 119F: 1.2 metres wide by 1.0 metres deep; and,

Lots 144F to 150F; 1.0 metre wide by 1.0 metre deep.

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**SCHEDULE "E"**

**RESTRICTIONS**

The burden of each of the covenants hereinafter set out shall run with each and every Lot on Plan : the Purchaser for itself, its successors and assigns covenants with the Vendor, its successors and assigns, that the Purchaser and the Purchaser's successors in title from time to time of all or any part or parts of the said lands, will observe and comply with the stipulations, restrictions, provisions and covenants set forth below, namely:

1. No changes to the exterior finishes of the Dwelling in any manner whatsoever are permitted, including, but not limited to, roofing shingles, vents to roof and walls, soffit, fascia, eavestroughing, brick, siding and trim, windows, exterior doors, stone veneer, decks, privacy screens and railing. In the event of maintenance to or replacement being required of any of the exterior finishes, the owner(s) undertake(s) not to use building material which are not the same or as close as possible to the as-constructed material with regard to colour, shape, size and texture.

   Owners shall not change, maintain or replace any exterior finishes of the dwelling unless (i) and until they have co-ordinated such with all other owners of the building of which the dwelling forms part; so as to ensure uniform texture, shape and size to the finishes of the entire building at all times and (ii) such work is in compliance with the heritage design guidelines, by-laws or agreements with the municipality.

2. No tree on the subject lands shall be cut down, removed or destroyed without the prior written consent in writing of the Vendor (until all municipal securities have been released) and the Municipality.

3. No motor vehicle, including without limitation a boat, snowmobile, camper van, trailer (including trailer with living, sleeping or eating accommodation), or any other vehicle, other than an automobile or motorcycle, shall be parked, placed, located, kept or maintained upon the subject lands or any part thereof unless concealed in a wholly enclosed garage.

4. No repairs to any automobile or to any other vehicle or equipment shall be carried out on the Lands and no automobile or any other vehicle or equipment that is undergoing repairs of any nature or not capable of operation shall be parked or located upon the Lands or any part thereof, unless concealed in a wholly enclosed garage.

5. No air conditioning system may be installed on the property unless it complies with the Ministry of Environment's criteria and other applicable requirements as may be specified by the Municipality.

6. No signs, billboards, notices or advertising matter of any kind shall be placed upon the land or anything growing thereon, or upon or in any buildings, fences or other things erected or placed thereon other than one sign advertising the property for sale or rent or candidate signs during a municipal, provincial or federal election campaign period, not larger than three feet (3') by two feet (2') or other signs permitted in these restrictions.

7. No antennae, either television or radio transmitter or receiver, or other communications devices, shall be erected on any building, structure or lot as long as there is a commercial cable service available, except that satellite dishes may be installed provided that (1) the satellite dish shall not exceed 23" in diameter and (2) no satellite dishes are installed on the roof of the Dwelling.

8. No owner(s) shall, without the prior written authority of the municipality (which may be arbitrarily withheld), interfere with or alter any above or below ground drainage, catch basin or storm water management system or lead, or obstruct the natural flow of water, or obstruct the drainage as designed and engineered to a Lot. No owner shall alter the grading or change the elevation or contour of a Lot except in accordance with overall drainage patterns of the Lot. No owner shall alter the overall drainage patterns of the subject lands' water drainage upon the Lot or to and from adjoining lands, and each owner agrees to grant and shall not refuse to grant such easements as may be required from time to time by the owner of adjoining lands for drainage purposes.

9. No alteration of the grading or drainage pattern of the Lands or any part thereof shall be made and no construction or installation of any shrubbery, gates, pools, patios, sheds, fences, ladders or similar structures shall be made prior to the final grading approval of the municipality without the Developer's consent. No construction of any fences shall be permitted at any time. The Owner shall not fail to repair minor settlement of the Lands, or to care for sod, shrubs and other landscaping, if any, provided by the Developer, its contractors and subcontractors, or to replace any of it that dies from time to time. No gates nor ladders or use of any gates nor ladders as a means of access are permitted from individual lots/blocks into parks, trail systems, Open Space, Environmental lands and/or any lands owned by the Town.

10. All Lots shall not be used for any commercial purposes or in any manner which:

    (a) shall constitute a nuisance to, or otherwise unreasonably interfere with, the Owners or occupants of neighbouring Lots;

    (b) results in the storage of any hazardous or noxious chemicals or materials;

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(c) substantially increases the security costs for guarding or maintaining the neighbouring Lots; or

(d) constitutes a breach or contravention of any applicable Zoning By-Law of the local and/or regional municipality, the Ontario Building Code or any Site Plan Agreement or Subdivision Agreement applicable to the Property.

11. Lot owners will not, or allow others to, damage or in any way negatively affect, according to a reasonable person, any fencing located on their own Lot. Lot Owners will not allow such fencing to be brought into a state of disrepair, dilapidation, decay, deterioration, ruination or in any such similar state. Lot Owners will not change, nor allow any change to, the design, style, colour, size, material, shape, or in any way change or allow any change to anything related to such fencing as it exists on the Closing Date of this agreement.

12. Notwithstanding anything contained herein, the Transferor/Applicant shall have the right, by instrument in writing, from time to time to waive, alter or modify the covenants, provisions and restrictions contained herein with respect to all or any part of the Lands hereinbefore described, without notice to, or the consent of any transferee or owner.

13. The owner shall not breach any provision contained in the Subdivision Agreement as it relates to the Lands, the buildings constructed thereon, or the grading with respect thereto.

14. NO OWNER OF ANY PART OF THE SAID LANDS SHALL ALTER OR INTERFERE WITH THE GRADING AND DRAINAGE LEVELS AND PATTERNS AS APPROVED BY THE TOWN WITH RESPECT TO THE SAID LANDS AND, WITHOUT LIMTING THE GENERALITY OF THE FOREGOING, NO OWNER OF ANY PART OF THE SAID LANDS SHALL ALTER, FILL, FENCE, STOP UP OR ALLOW TO BECOME CLOGGED OR FALL INTO A STATE OF DISREPAIR, ANY REAR OR SIDE YARD DRAINAGE DEPRESSION OR SWALE, CATCH BASIN OR OTHER DRAINAGE CHANNEL, FACILITY OR INSTALLATION, AS SUCH ALTERATION OR OTHER ACTION AS STATED ABOVE MAY CAUSE A FAILURE OF THE DRAINAGE SYSTEM IN THE AREA WHICH WILL RESULT IN CIVIL LIABLITY. THE OWNER HEREBY AGREES TO INDEMNIFY AND SAVE THE TOWN HARMLESS FROM ALL ACTIONS, CAUSES OF ACTION, SUITS, CLAIMS AND DEMANDS WHATSOEVER WHICH MAY ARISE DIRECTLY OR INDIRECTLY, BY REASON OF SUCH ALTERATION OR OTHER ACTION AS STATED ABOVE.

15. THE OWNERS OF THE SAID LANDS WILL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ANY RETAINING WALL, IN PERPETUITY OR FENCE, WHETHER WHOLLY OR PARTLY LOCATED ON THE SAID LANDS. THE OWNER IS TO FURTHER HOLD THE TOWN AND/OR ANY OTHER GOVERNMENTAL AGENCY HARMLESS FROM ANY CLAIMS, SUITS, ACTION, OR DEMANDS WHATSOEVER WHICH MAY ARISE FROM THE CONSTRUCTION OF ANY RETAINING WALL OR FENCE ON THE SAID LANDS, OR THE REPAIR OR LACK OF MAINTENANCE OF SUCH.

16. NO OWNER OF ANY PART OF THE SAID LANDS SHALL CONSTRUCT, WIDEN, REMOVE OR ALTER ANY CURB CUT WITHIN THE ROAD ALLOWANCE OF A TOWN HIGHWAY, OR CAUSE ANY SUCH WORK TO BE DONE EXCEPT WITH THE APPROVAL OF THE TOWN. IN ADDITION, NO OWNER SHALL OBSTRUCT OR ENCUMBER ANY HIGHWAY IN THE TOWN OF WHITBY. OBSTRUCTIONS AND ENCUMBRANCES SHALL INCLUDE, BUT NOT BE LIMITED TO THE CONSTRUCTION, PLACEMENT OR MAINTENANCE OF POSTS, FENCES, TREES, HEDGES, LANDSCAPING, AND WOODEN OR CONCRETE DRIVEWAY 'CURBS'. ALL OBSTRUCTIONS OR ENCUMBRANCES SHALL BE REMOVED BY THE OWNER UPON RECEIPT OF NOTIFICATION FROM THE TOWN OF WHITBY. IF THE REQUEST FOR REMOVAL IS NOT COMPLIED WITHIN THE SPECIFIED TIME, THE GENERAL MANAGER OF COMMUNITY INFRASTRUCTURE AND ENVIRONMENTAL SERVICES MAY CAUSE THE SAME TO BE REMOVED, AND THE OWNER SHALL BE LIABLE TO THE TOWN FOR ALL COSTS INCURRED IN THE REMOVAL OF THE OBSTRUCTION. THE TOWN MAY RECOVER ALL EXPENSES ON THE TAX ROLL IN THE SAME MANNER AS MUNICIPAL TAXES.

17. THE OWNER OF SAID LANDS WILL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ANY PRESSURE REDUCING VALVE THAT MAY BE INSTALLED ON THE PRIVATE PLUMBING OF THE RESIDENCE IN ACCORDANCE WITH THE ONTARIO BUIDING CODE.

18. The acoustic barrier on Lots 17E, 18E and 68E and Blocks 94 and 95 is designed and constructed wholly on private property. The maintenance and replacement of said barrier is the sole responsibility of the property owner.

19. The subdivider hereby agrees to implement the recommendations of the Environmental Noise Assessment Prepared by YCA Engineering Limited dated March 2018 & March 20, 2023.

20. The Purchaser of Lot 18E is advised as follows:

(a) Purchasers are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound level will exceed the Ministry of Environment, Parks and Conservation noise criteria.

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(b) This dwelling unit was fitted with ducting sized to accommodate a central air conditioning unit. The installation of central air conditioning by the homeowner will allow windows and exterior doors to be kept closed, thereby achieving indoor sound levels within the limits recommended by the Ministry of Environment, Parks and Conservation. (Note: care should be taken to ensure that the condenser unit is located in an area that is not sensitive to noise. The sound rating of central air conditioning units must not exceed the sound emission standards established by the Ministry of Environment, Parks and Conservation).

21. Purchasers are advised that infiltration trenches have been constructed on Lots 1F – 9F, lots 113F-119F & 144F – 150F inclusive. The infiltration trenches have been constructed to help maintain the groundwater system that supports adjacent environmental features to your property including streams, woodlands and wetlands. The homeowner(s) and (any subsequent homeowners) are responsible for the maintenance of the infiltration trenches and are advised that they must not be altered in any way, including removal. Any repair or replacement must be in kind, in order to maintain their function.

The infiltration trenches are sized as follows:

Lots 1F to 9F: 1.5 metres wide by 0.25 metres deep;

Lots 113F to 119F: 1.2 metres wide by 1.0 metres deep; and,

Lots 144F to 150F; 1.0 metre wide by 1.0 metre deep.

22. The owner of Lots 2, 3, 4, 5, 6, 7, 8, 9, 21, 44, 45, 46, 48, 49, 50, 51, 52, 53, 54, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 88, 89, 90, 91, 92, 93, 96, 97, 98, 99, 113, 114, 115, 116, 117, 118, 119, 144, 145, 146, 147, 148, 150, 152, 153, 156, 157, 159, 160, 161, 162 and 171 Plan 40M-2765 shall not:

(a) make any modification to (i) the driveway on their Lot, (ii) any landscaping, sodding, hardscaping and/or boulevard trees that are next to their driveway on their Lot and (iii) any landscaping, sodding, hardscaping and/or boulevard trees that are on the edges of their Lot adjoining the boulevard;

(b) use their Lot to stage any changes to the boulevard(s) adjacent to their lot including the driveway, landscaping, sodding, hardscaping and/or boulevard trees.

23. Each of these covenants and restrictions shall be deemed independent and severable in whole or in part and the invalidity or unenforceability of any one covenant or restriction or any portion thereof shall not affect the validity or enforceability of any other covenant or restriction or remaining part thereof.

The burden of these covenants and restrictions shall run with all Lots and the benefit of these covenants and restrictions may be annexed to and run with each and every Lot and/or Block on located on Plan 40M-____, 40M-____, 40M-____ or Plan 40M-____, registered in the name of the Applicant on the date of registration of this Application. All owners, their respective successors and assigns, in title, from time to time of the Lots, shall keep, observe, perform and comply with the stipulations, provisions and covenants set forth herein. These covenants and restrictions shall expire 99 years following the date that they are registered on title.

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**SCHEDULE "F"**

**CONSENT**

**Purchaser's Consent to Receive Promotional Electronic Messages *(please check appropriate box)***

☐ **I agree to receive promotional electronic messages from the Vendor and the Vendor's affiliates and associates (the "Vendor Entities").**

☐ **I do not want to receive promotional electronic messages from the Vendor or the Vendor Entities.**

**The Vendor Entities require the Purchaser's consent in order to send the Purchaser electronic messages regarding relevant real estate development and other product offerings of the Vendor Entities. By checking the box above, the Purchaser hereby consents to receiving promotional electronic messages from the Vendor Entities regarding the Vendor Entities' real estate development and other product offerings. The Purchaser may withdraw this consent at any time by contacting the Vendor at the address set out in the Tarion Addendum, Attention: Privacy Officer.**

DATED the _____ day of _____, 20__.

SIGNED, in the presence of: )
)
)
) _____
) Purchaser
_____)
WITNESS: )
(as to all Purchaser's ) _____
signatures, if more than ) Purchaser
one purchaser) )

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**Lot #_____**

**SCHEDULE "G"**
**IMPORTANT NOTICE TO PURCHASERS**

1. You are advised that the "Assumption of the Subdivision" by the Town of Whitby (the "**Town**") may not occur until 5 years or more after occupancy. You are advised to review the conditions set out the Subdivision Agreement that must be complied with prior to assumption by the Town.

2. You are advised of all sodding and other landscaping provisions, including the planting of trees to be completed on your lot and that the conveyance to the purchasers reserves a license to the Vendor and/or subdivider to enter onto the said lot for the purpose of completing, maintaining or repairing such projects.

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

4. You are advised that where sidewalks are to be installed in front of the property being purchased, the Vendor and/or subdivider will be paving the driveway approach (being the area between the curbs and the sidewalk) and you hereby acknowledge being advised of the approximate date of completion of such paving.

5. You acknowledge being provided with a map showing the zoning of all areas within the plan and within 400 feet (120 m) of the external boundaries of said plan. You further acknowledge receiving secondary plans, development plans and planning studies which are available to the public having regard to the future land use of the property within the plan and external to the said plan, 400 feet (120 m) therefrom. You are advised to make any additional inquiries with respect to the future development of the adjacent lands to the Town of Whitby Planning and Development Department.

6. You acknowledge receiving a copy of a plan showing the location of the various sidewalks to be constructed by the Vendor and/or subdivider as well as a plan showing the location and type of fencing that will be erected by the Vendor and/or subdivider.

7. Purchasers acknowledge and agree that if their lot is adjacent to or near a block laid down by the plan of subdivision reserved for the purposes of a future school, then such Purchasers are advised that a school may not be built for several years and may not be built at all. Such Purchasers are further advised that in the event that a school is not built on such block, then the Vendor and/or subdivider reserves the right to develop such block with residential dwellings, in its sole and absolute discretion and Purchasers shall consent to any application in connection with such residential dwellings and shall not make any objection to same. This paragraph may be pleaded as a bar to any objection by the Purchaser and the Purchaser covenants to include this clause in any conveyance, mortgage or disposition of the Purchaser's lot and to assign the benefit of such covenant to the Vendor and/or subdivider.

8. You are hereby advised of the following provisions:

   (a) Although a public school site has been provided for in the plan, students from the development may have to be accommodated and attend an existing school. Although a school site has been reserved within the Subdivision Agreement, a school may not be constructed for some time, if at all, and then only if the Durham District School Board receives funding for the construction of this required school. You acknowledge that notice of the standard Durham District School Board approved "Notice to Parents" has been posted at the sales center.

   (b) Students from this development may have to attend existing schools. Although a school site has been reserved within this plan of subdivision, a school may not be constructed for some time, if at all, and then only if the Durham District School Board receives funding for the construction of this required school.

   (c) Despite the inclusion of noise control features within the development area, noise levels may continue to be of concern, occasionally interfering with the activities of the dwelling occupants.

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

10. You acknowledge having been indicated the location of any public park and public walkways on any plans used by the Vendor and/or subdivider, the builder or their real estate agent so that you

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are clearly aware of the location of such public parks and public walkways in respect to the lot being purchased.

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

12. You are hereby advised that before undertaking to purchase a building or lot in this, or any other subdivision, you should request the Vendor and/or subdivider to produce copies of the Draft Approved or Registered Plan of Subdivision and a Zoning by-law Schedule for the area. You are advised to examine these plans and obtain information from the Vendor and/or subdivider with respect to the permitted uses on any vacant lands.

13. Purchasers are advised that all Lots are subject to the provisions of a subdivision agreement that is registered on the title of the property. An electronic copy of the subdivision agreement will be provided at the Purchaser's request.

14. Purchasers acknowledge receiving a Homeowner's brochure describing the infiltration measures included within the subdivision and addressing homeowner responsibility/best practices regarding these measures. Purchasers acknowledge that a clause shall be registered on title of all lots containing an infiltration trench advising of the presence of the structure and stipulating that the homeowner of the property agrees not to remove, disturb or disrupt infiltration measures constructed for stormwater management purposes. Homeowners agree to maintain storm drainage to infiltration measures as designed.

15. We, the Purchasers acknowledge that the Vendor and/or subdivider has provided us with and informed us of:

    (a) Advice of any potential nuisance, noise and/or vibration source such as roads, railways, or industry as referred to in the Subdivision Agreement.

    (b) Advice that construction of fences, decks, and accessory structures, may not take place prior to final lot grading approval from the consulting engineer and accepted by the Town.

    (c) The subject lands are or will be bound by the terms of a Subdivision Agreement which is registered on title. Purchasers/tenants should be aware of the provisions of the Subdivision Agreement and understand the requirements therein. Your solicitor can provide you with a copy of the Subdivision Agreement or you can request that your builder provide you a copy.

    (d) Purchasers/Tenants are advised that the planting of trees on Town boulevards in front of residential units is a requirement of the Town and a conceptual location Plan is included in the Subdivision Agreement. While every attempt will be made to plant trees as shown, the Town reserves the right to relocate or delete or substitute any boulevard tree without further notice.

    (e) Purchasers/Tenants are advised that mail delivery will be from a designated community mailbox, the location of which will be identified by the Vendor and/or subdivider.

    (f) Purchasers/Tenants are advised that despite the inclusion of noise control features within the development are and within individual units, noise levels from construction activity may continue to be of concern occasionally interfering with some activities of the building occupants.

    (g) Purchasers/Tenants are advised that all fencing provided between residents abutting or adjacent to a park, public trail system, open space area or storm water management facility, if and as applicable, is the property of the Town and cannot be removed or modified in any way.

    (h) Purchasers/Tenants are advised that no gates are permitted from individual lots/blocks into parks, trail systems, Open Space and/or Environmental lands owned by the Town, if and as applicable.

    (i) Purchasers/Tenants are advised that the adjacent trail systems, open space or storm water management facility, if applicable, will be left in a naturally vegetated condition and receive minimal maintenance.

    (j) Purchasers are advised that any storm water management lands shall have a detention pond detaining at times a level of water that may be dangerous to unattended children or to other persons not adequately supervised. The Purchaser acknowledges and agrees that neither the Vendor and/or subdivider nor the Town shall be responsible for providing any supervision on said lands of any kind and the purchaser hereby agrees to release,

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indemnify and save harmless the Town from any and all claims arising from the use or occupation of said lands by the Purchaser, and occupants of the Purchaser's dwelling or invitees.

(k) Purchasers/Tenants are advised that the installation of fences and/or accessory buildings that interfere with surface drainage are not permitted and may be demolished in order to maintain surface drainage.

(l) Purchasers/Tenants are advised that noise associated to air traffic is regulated by Transport Canada.

(m) We further acknowledge that we have been advised as to the nature or the location of any fences to ensure that the same are not erected on Town property.

(n) The Purchasers hereby confirm and acknowledge that they have read this schedule in its entirety and have signed this schedule confirming full understanding and appreciation of its contents.

DATED the _____ day of _____, 20__.

SIGNED, in the presence of: )
)
)
) _____
) Purchaser
_____)
WITNESS: )
(as to all Purchaser's ) _____
signatures, if more than ) Purchaser
one purchaser) )

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# 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 of the above-mentioned Lot 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(s) which is comprised of the following:
            1. 18 cu.ft. Bottom Mount Frost Free Refrigerator
            2. 30" Self Cleaning Smooth Top Electric Range
            3. Built-in Dishwasher

        ii. White laundry appliance package which is comprised of the following:
            1. Full Size Front Loading Clothes Washer
            2. Full Size Electric Clothes Dryer

    b. Central air conditioning sized per Vendor and installed per municipal requirements.

    c. 2¼" x ¾" solid red oak hardwood strip flooring stained in choice from 3 standard colours in upper hall, as per plan.

    d. Smooth finish on main floor ceiling in finished areas.

    e. 200-amp electrical service in lieu of standard 100-amp electrical service.

2. The items included in this Schedule are final and binding and absolutely no substitutions or credits on behalf of the Vendor will be permitted.

Dated at_____, this_____day of _____ , 202___.

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

SIGNED, SEALED AND DELIVERED
In the presence of

)
)_____
)Purchaser
)
)_____
)Purchaser

**ANDRIN COUNTRY LANE WEST LIMITED**

Per:_____
Authorized Signing Officer

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# Schedule J – Community Map/Sidewalks Plan/Fencing Plan/Buffer Planting Plan

# HOMEBUYER INFORMATION MAP

The Trails of Country Lane

TRADITIONS OF COUNTRY LANE

## Town of Whitby Municipal Contact Information

**Public Works Department**
905.430.4307
Engineering design, lot grading, utility coordination or general construction within the development

**Planning and Development Department**
905.430.4306
Approved land uses, zoning, official plan designations or future land uses within the Town of Whitby

**Community & Marketing Services Department – Parks Division**
905.430.4310
Location and design of municipal parks

**Durham District School Board**
1.800.265.3968

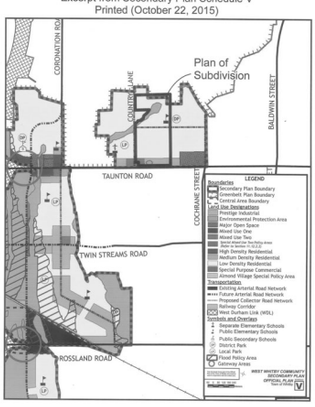
**Durham Catholic District School Board**
1.877.482.0722

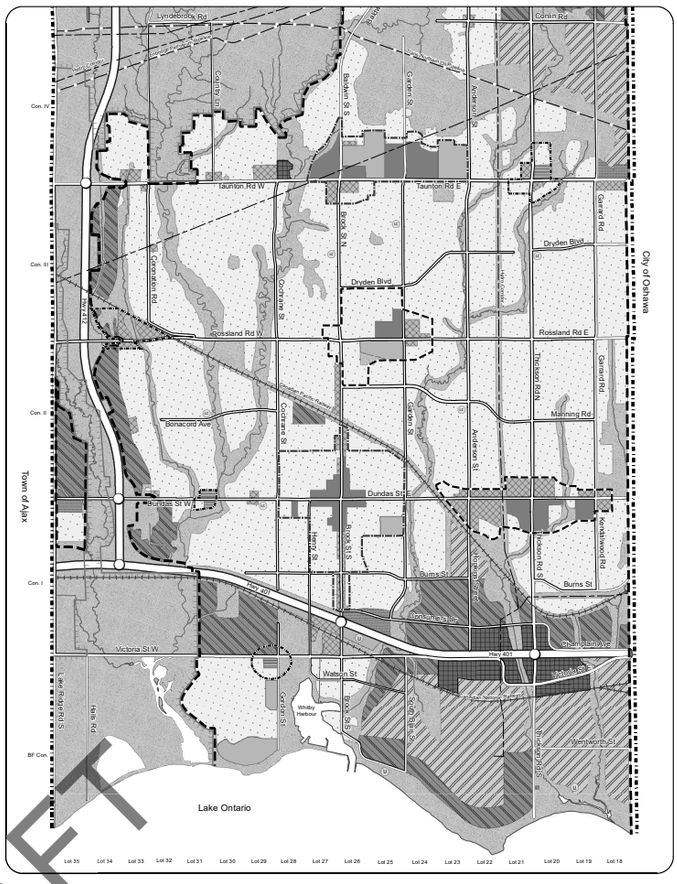
**Le Conseil Scolaire De District Catholique Centre-Sud**
1.800.274.3764

**Le Conseil Scolaire De District Du Centre-Sud-Ouest**
416.614.0844
Location of, and information pertaining to, existing or proposed schools

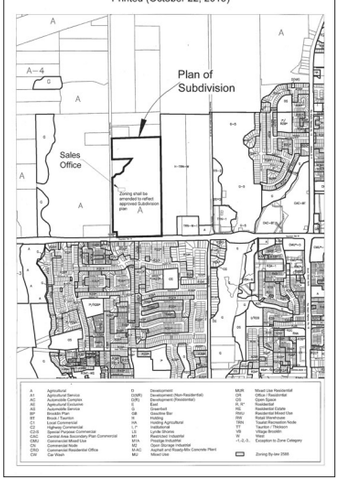
**When calling any of the noted departments please reference file # SW-2011-01**

Excerpt from Secondary Plan Schedule V
Printed (October 22, 2015)

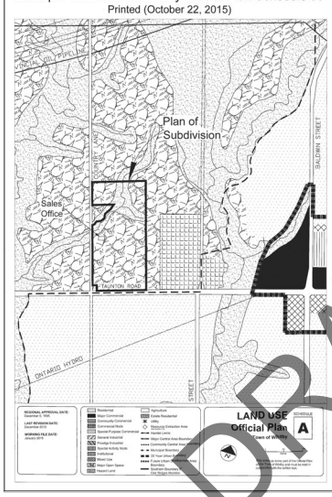


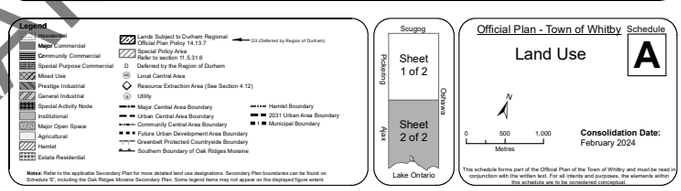




Excerpt From Zoning By-Law 1784
Printed (October 22, 2015)




Excerpt From Town of Whitby Official Plan Schedule 'A'
Printed (October 22, 2015)



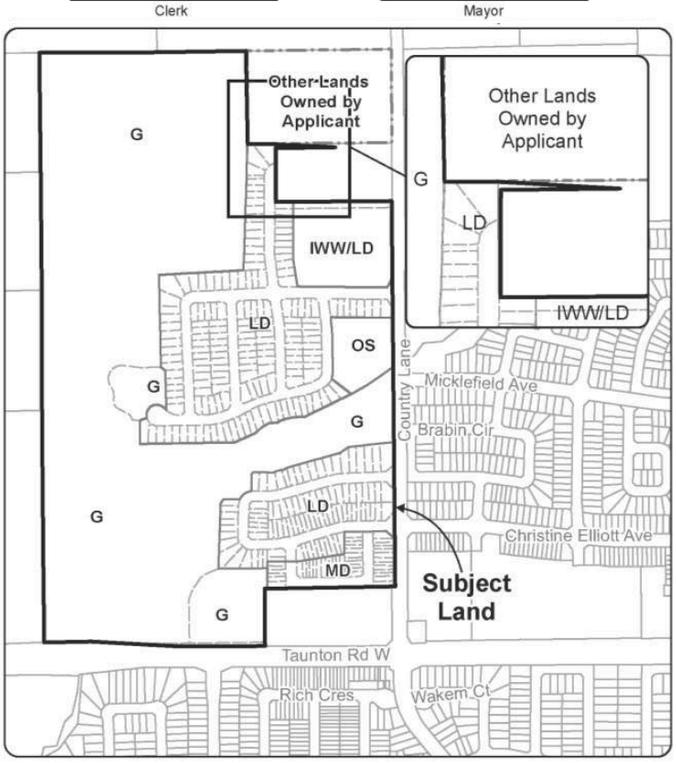

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## Schedule A-1

To By-law # 7685-20

This is Schedule A-1 to By-law # 7685-20 passed by the Council of the Town of Whitby this 2nd day of November, 2020.

Clerk _____ Mayor _____

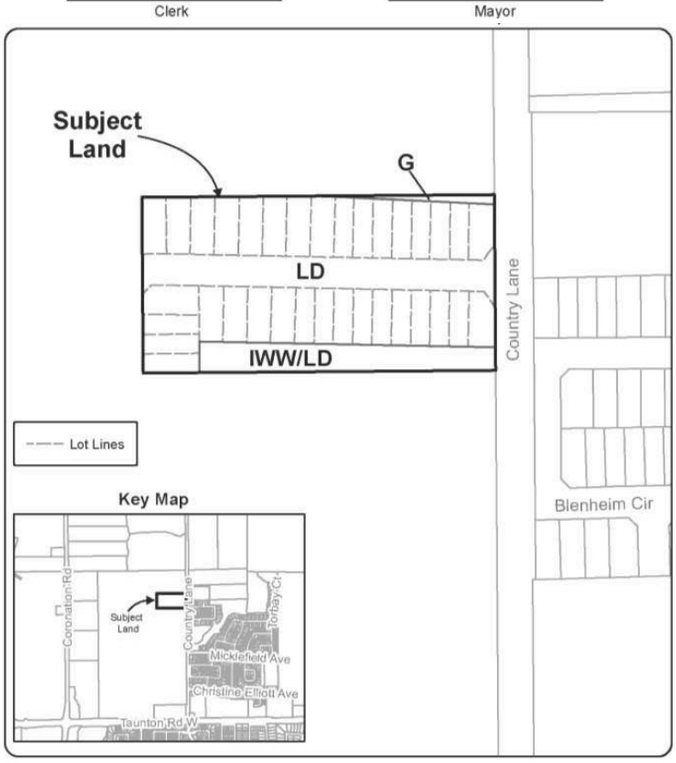



## Schedule A-2

To By-law # 7685-20

This is Schedule A-2 to By-law # 7685-20 passed by the Council of the Town of Whitby this 2nd day of November, 2020.

Clerk _____ Mayor _____

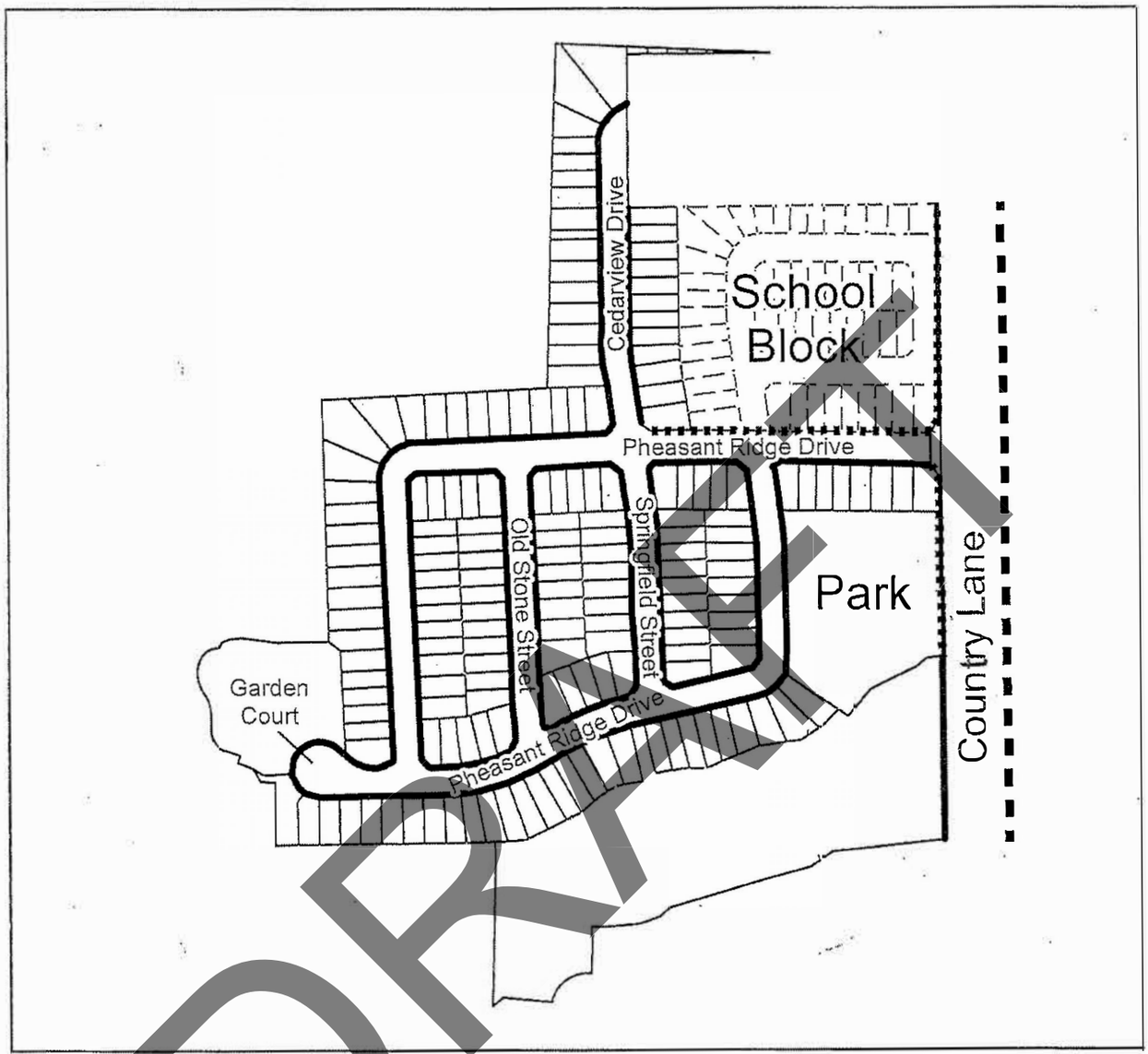


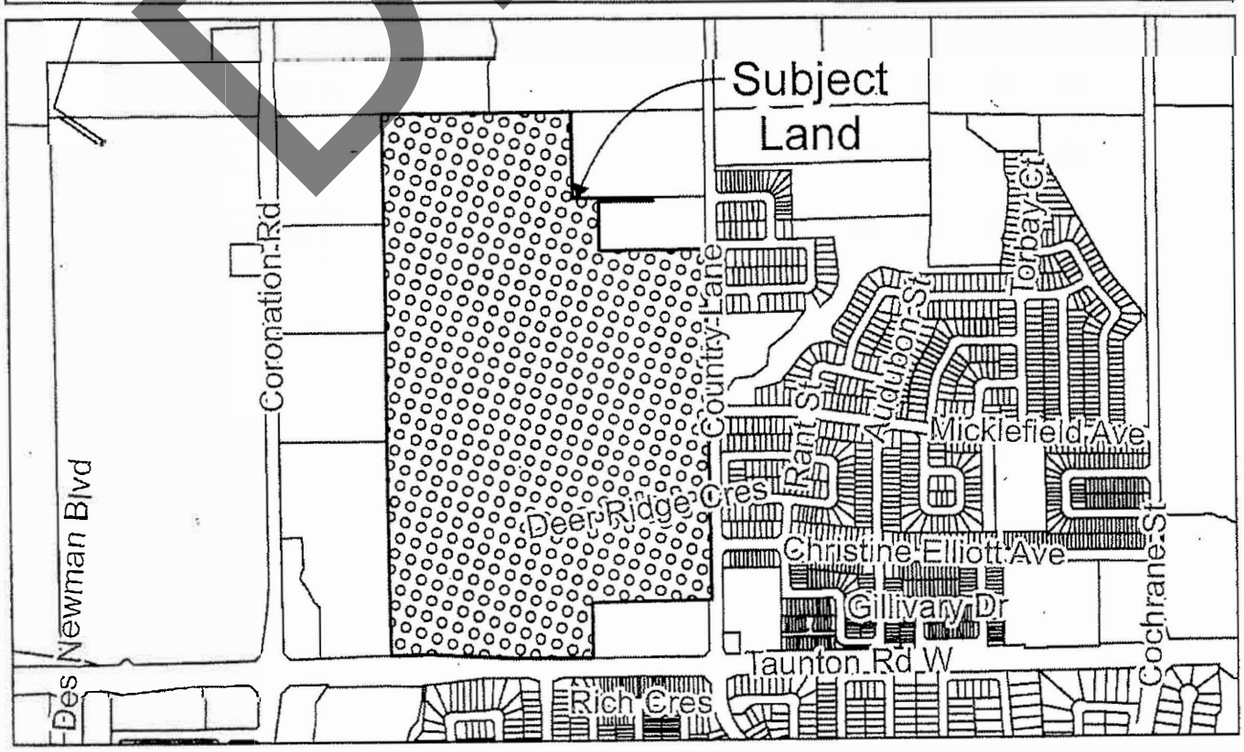



ANDR-TRA-D-Trails-Traditions-Home Buyers-Map_02.indd 1 2024-08-21 3:09 PM

# Appendix I: Sidewalks (Phase 2)

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



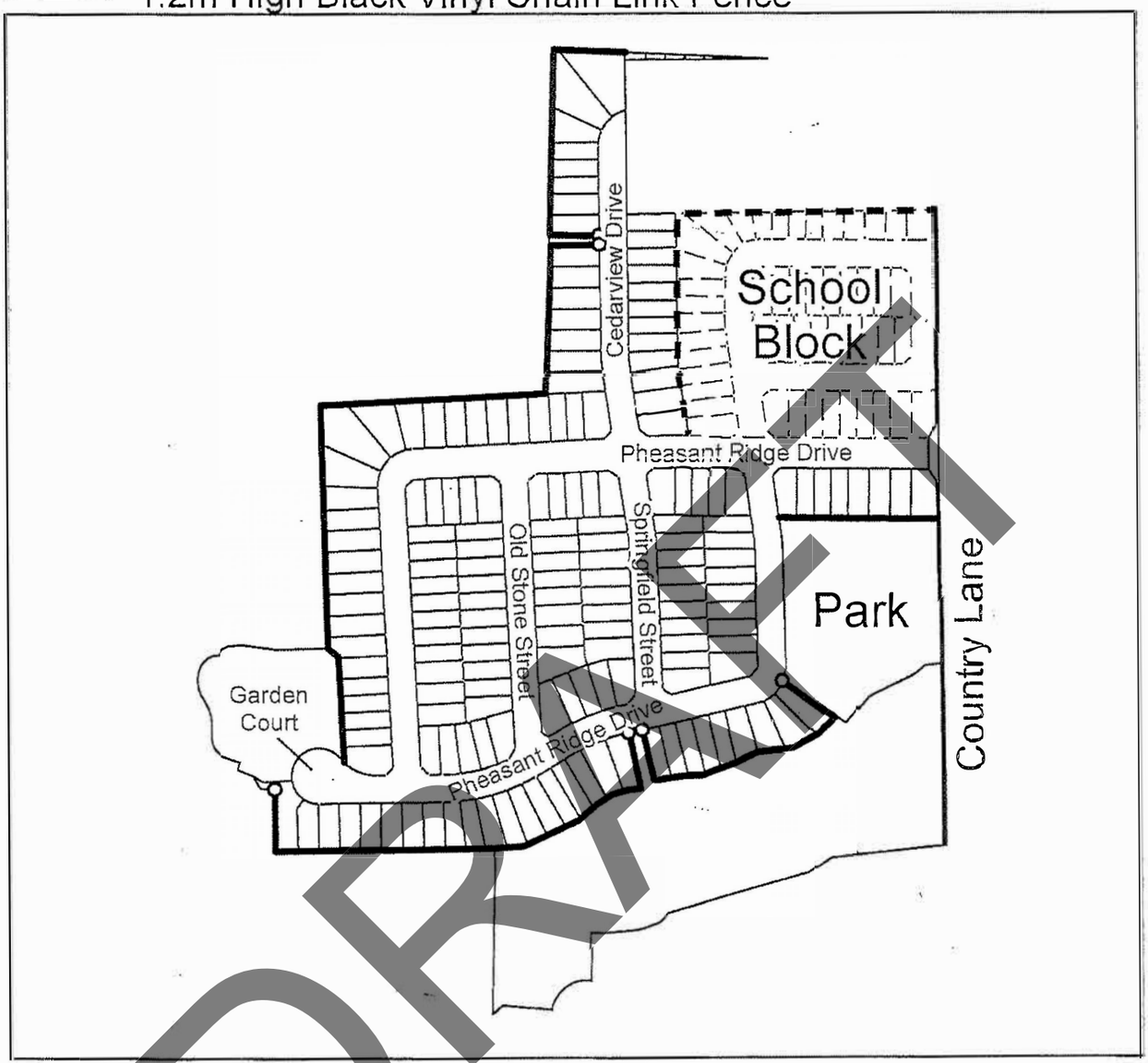

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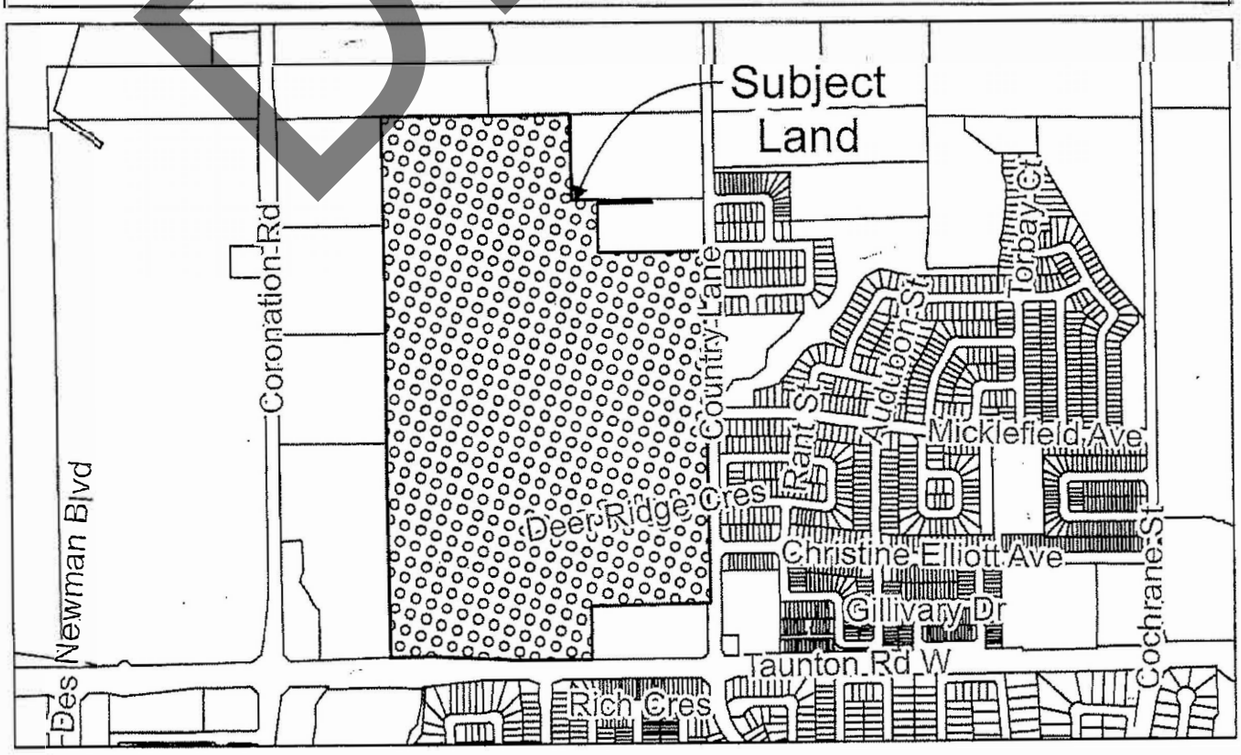
# Appendix II: Fencing (Phase 2)

1.0m High Black Vinyl Chain Link Fence

1.8m High Black Vinyl Chain Link Fence

1.2m High Black Vinyl Chain Link Fence



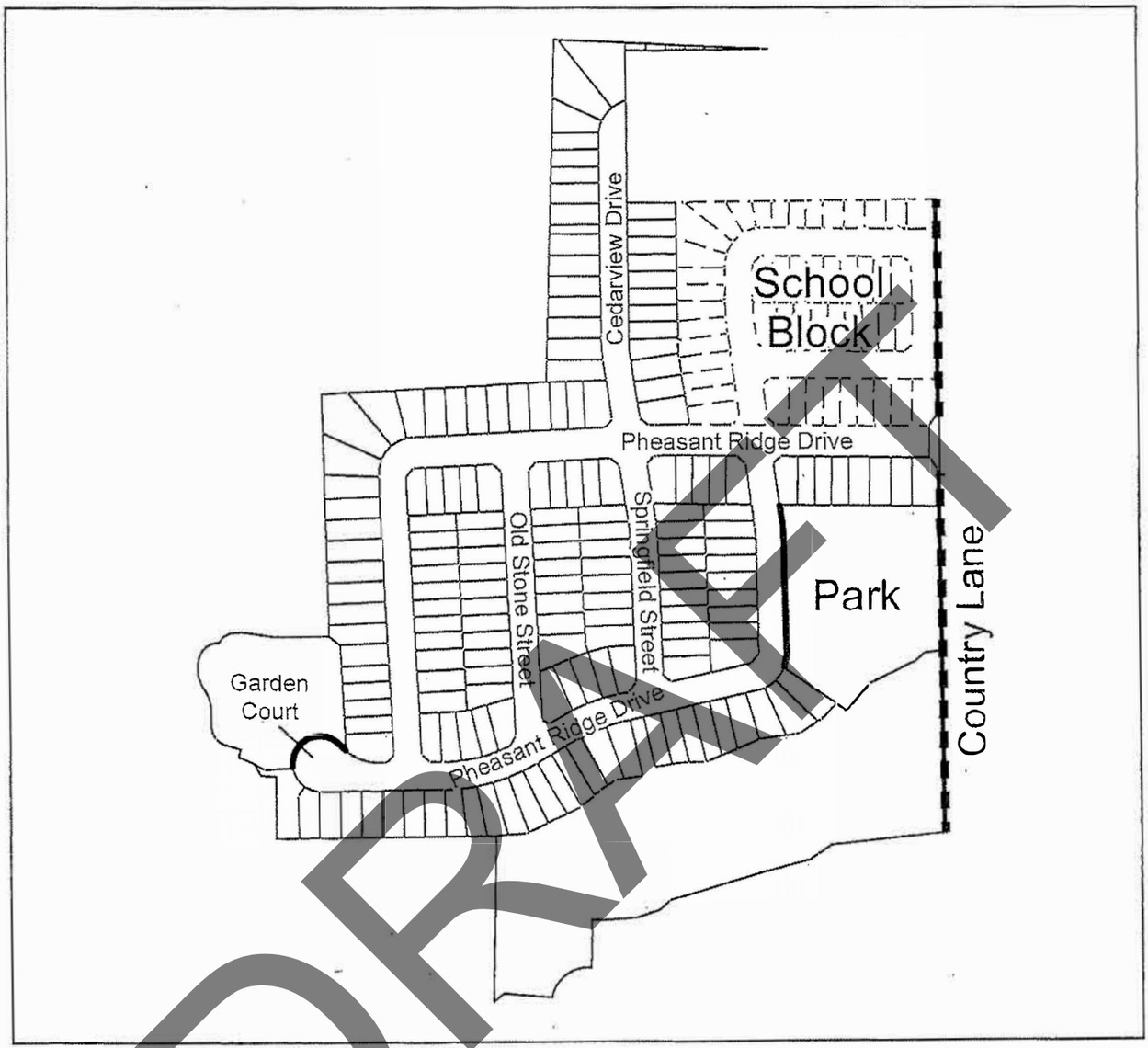



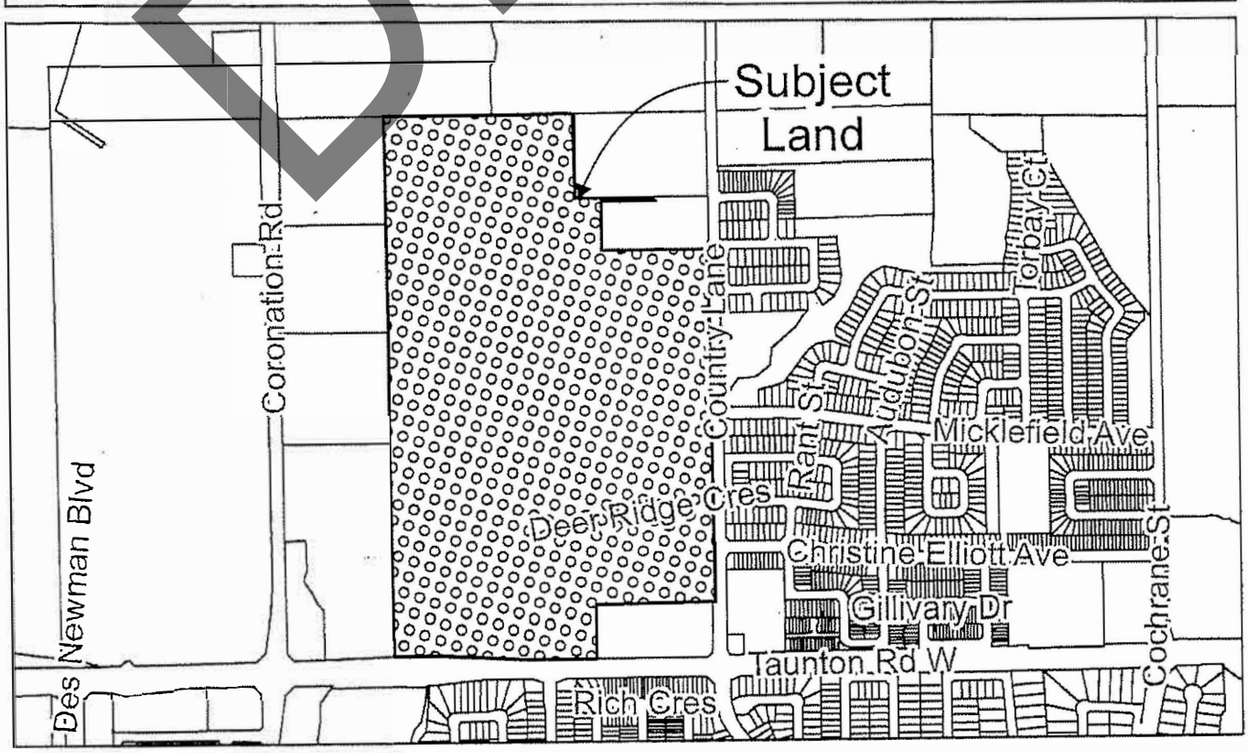

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# Appendix III: Buffer Planting (Phase 2)

Buffer Planting (Street Trees)

Buffer Planting provided by others
(through Heathwood Homes (Country Lane) SW-2011-01 Ph. 1)




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**SCHEDULE "K"**

**Legal Review and Financing Condition**

It is agreed and understood that this Agreement of Purchase and Sale is conditional upon (1) the Purchaser receiving approval for financing regarding the property and (2) upon the Purchaser's solicitors approving the form and content of this Agreement (collectively, the "**Purchaser Conditions**"), until the expiry of the Approval Period, at which time this Agreement shall become firm and binding unless, prior to the expiry of the Approval Period, the Purchaser shall have delivered notice in writing to the Vendor that any of the Purchaser Conditions have not been satisfied, in which event this Agreement shall be at an end and all deposits shall be returned to the Purchaser, without interest or deduction.

The Purchaser Conditions are for the benefit of the Purchaser and may be waived by the Purchaser, by notice in writing to the Vendor prior to the expiry of the Approval Period.

The Purchaser Conditions are for a period of Five ( 5 ) business days following the date of execution of this Agreement by the Purchaser and expiring at 5pm on the last of such banking day (the "**Approval Period**").

Therefore on the expiry of the Approval Period being _____ at 5:00 p.m. unless the Vendor is notified in writing that any of the Purchaser Conditions have not been satisfied, the Purchaser Conditions shall have expired, be null and of no force or effect and this Agreement shall be firm and binding on the Purchaser.

Dated this _____ day of _____ 202__.

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_____
Purchaser

_____
Purchaser

ANDRIN COUNTRY LANE WEST LIMITED

Per: _____

I have the authority to bind the Corporation

5160 Yonge Street, 7th Floor
Toronto, ON M2N 6L9
877.982.7466 | tarion.com

# Warranty Information for New Freehold Homes

## 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.

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

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

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Toronto, ON M2N 6L9
877.982.7466 | tarion.com

## The Pre-Delivery Inspection (PDI)

Before you take possession of your new home, your builder is required to conduct a predelivery 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 home, such as the ventilation, plumbing, and heating systems. It is also important because it gives you an opportunity to note items in your home that are damaged, missing, incomplete, or not working properly before you take possession of your home. This record is also significant 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 the use of the home.

The PDI is only one piece of evidence relating to damaged or incomplete items, and you should note and document (e.g. via photos or video) any concerns or damaged items as soon as you notice them after taking possession if they were missed on your PDI. If the damaged items 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 legal 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 Closing Coverage

Your builder guarantees that your home will be ready for you to move in by a date specified in the Agreement of Purchase and Sale or a date that has been properly extended (if for certain reasons the original closing 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 occupancy date and provides up to a maximum of $400,000 in coverage. There are limitations on scope and duration as follows. Your builder warrants that your home will, on delivery, have these warranties:

One-Year Warranty

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

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

Two-Year Warranty

- Protects against water penetration through the basement or foundation walls, windows, and the building envelope.
- Covers defects in work and materials in the electrical, plumbing, and heating delivery and distribution systems.
- Covers defects in work and materials that result in the detachment, displacement, or deterioration of exterior cladding (such as brick work, aluminum, or vinyl siding).
- Protects against violations of Ontario's Building Code 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 – not all deficiencies are covered. 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.

## 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

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877.982.7466 | tarion.com

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

## About Tarion

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

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

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**SCHEDULE "_FB_" – Prohibition on the Purchase of Residential Property by Non-Canadians**

Between: **ANDRIN COUNTRY LANE WEST LIMITED** ("the Vendor") and _____ ("the Purchaser") of Lot _____, 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)

   <u>For Individuals</u>:

   a. Canadian Passport: No. _____
   b. Canadian Permanent Residency Card: No. _____
   c. Canadian Birth Certificate: No. _____
   d. Indian Status Card: No. _____

   <u>For Corporations</u>:

   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.

   <u>For Trusts/Partnership</u>: To be advised by Vendor

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Purchaser(s) initials: _____

# SCHEDULE DC – DEVELOPMENT CHARGES

The Vendor and Purchaser hereby acknowledge that at the time of the signing of this Agreement of Purchase and Sale the federal government has publicly proposed the “Canada-Ontario Partnership to Build” and the related “Development Charges Reduction Program” (the “Proposal”) which is anticipated to result in development charges, excluding education development charges, levied by the Town of Whitby (the “Town”) and the Regional Municipality of Durham (the “Region”) being reduced by up to fifty percent (50%). The Vendor and Purchaser further acknowledge that details of the Proposal are currently unknown, including its specific terms, limitations, eligibility requirements, timing of implementation, and whether it will be implemented at all.

Notwithstanding this uncertainty, the Vendor and Purchaser hereby acknowledge and agree that the Purchase Price has been determined to reflect the Proposal and the Property’s anticipated eligibility for a total development charge reduction of $63,550.00 on account of the Proposal and the Purchasers are hereby notified and advised and acknowledge and agree that, on account of the Purchase Price already reflecting the Proposal, there will be no further adjustments or reductions of the Purchase Price as a result of the Proposal upon its implementation. For greater certainty, the Vendor hereby confirms that the Purchaser will not lose the benefit of the aforementioned reduction attributable to the Proposal if, in fact, the Proposal never comes into existence or if the implemented Proposal results in a total development charge reduction that is less than the aforementioned amount.

The Purchaser shall execute any additional confirmation of the foregoing as may be required by the Town or the Region or any amendments to this Agreement reasonably required by the Vendor, both before and after closing, in order for this transaction to be eligible for the benefit of the Proposal once enacted.

.

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**Property** LOT# _____
Andrin Country Lane West Limited

# Statement of Critical Dates

Delayed Closing Warranty

This Statement of Critical Dates forms part of the Addendum to which it is attached, which in turn forms part of the agreement of purchase and sale between the Vendor and the Purchaser relating to the Property. **The Vendor must complete all blanks set out below. Both the Vendor and Purchaser must sign this page.**
**NOTE TO HOME BUYERS:** ***Home buyers are encouraged to refer to the Home Construction Regulatory Authority's website www.hcraontario.ca to confirm a vendor's licence status prior to purchase as well as to review advice about buying a new home. Please visit Tarion's website: 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 Country Lane West Limited
Full Name(s)

**PURCHASER** _____
Full Name(s)

**1. Critical Dates**

The **First Tentative Closing Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is: the 7th day of October, 2027.

A **Second Tentative Closing Date** can subsequently be set by the Vendor by giving proper written notice at least 90 days before the First Tentative Closing Date. The Second Tentative Closing Date can be up to 120 days after the First Tentative Closing Date, and so could be as late as: the 4th day of February, 2028.

The Vendor must set a **Firm Closing Date** by giving proper written notice at least 90 days before the Second Tentative Closing Date. The Firm Closing Date can be up to 120 days after the Second Tentative Closing Date, and so could be as late as: the 5th day of June, 2028.

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

The Vendor can set a Delayed Closing Date that is up to 365 days after the earlier of the Second Tentative Closing Date and the Firm Closing Date: This **Outside Closing Date** could be as late as: the 5th day of February, 2029.

**2. Notice Period for a Delay of Closing**

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

Notice of a delay beyond the First Tentative Closing Date must be given no later than: the 9th day of July, 2027.
(i.e., at least **90 days** before the First Tentative Closing Date), or else the First Tentative Closing Date automatically becomes the Firm Closing Date.

Notice of a second delay in Closing must be given no later than: the 5th day of November, 2027.
(i.e., at least **90 days** before the Second Tentative Closing Date), or else the Second Tentative Closing Date becomes the Firm Closing Date.

**3. Purchaser's Termination Period**

If the purchase of the home is not completed by the Outside Closing Date, then the 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: the 7th day of March, 2029.

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

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

Acknowledged this ____ day of _____, 20____.

VENDOR: _____ PURCHASER: _____

_____ _____

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## Addendum to Agreement of Purchase and Sale
Delayed Closing Warranty

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

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

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

**VENDOR** ANDRIN COUNTRY LANE WEST LIMITED
Full Name(s)

B48797 — HCRA Licence Number
3-26 LESMILL ROAD — Address
416-733-3128 — Phone
TORONTO — City
ON — Province
M3B 2T5 — Postal Code
— Fax
centralcoordinator@andrinhomes.com — Email*

**PURCHASER**
Full Name(s)

Address — City — Province — Postal Code

Phone

Fax — Email*

**PROPERTY DESCRIPTION**

Municipal Address
WHITBY — City
Ontario — Province
TBH — Postal Code
LOT# PLAN 40M-2765 PLAN OF SUBDIVISION PART OF LOTS 31 & 32, CONCESSION 4, TOWN OF WHITBY, REGION OF DURHAM
Short Legal Description

Number of Homes in the Freehold Project 86 (if applicable – see Schedule A)

**INFORMATION REGARDING THE PROPERTY**

The Vendor confirms that:

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

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

If yes, the nature of the confirmation is as follows: Water and Sewage Capacity has been confirmed by our signed subdivision agreement with the region
If the availability of water and sewage capacity is uncertain, the issues to be resolved are as follows: _____

(c) A building permit has been issued for the Property. ○ Yes ☑ No
(d) Commencement of Construction: ○ has occurred; or ☑ is expected to occur by the 1 day of April, 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.**

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**SETTING AND CHANGING CRITICAL DATES**

**1. Setting Tentative Closing Dates and the Firm Closing Date**

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

**2. Changing the Firm Closing Date – Three Ways**

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

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

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

**4. Changing Critical Dates – By Mutual Agreement**

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

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

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

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

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

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

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

**5. Extending Dates – Due to Unavoidable Delay**

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

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

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

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

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

**EARLY TERMINATION CONDITIONS**

**6. Early Termination Conditions**

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

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

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

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

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

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 Closing Date, and will be deemed to be 90 days before the First Tentative Closing Date if no date is specified or if the date specified is later than 90 days before the First Tentative Closing Date. This time limitation does not apply to the condition in subparagraph 1(b)(iv) of Schedule A which must be satisfied or waived by the Vendor within 60 days following the later of: (A) the signing of the Purchase Agreement; and (B) the satisfaction or waiver by the Purchaser of a Purchaser financing condition permitted under paragraph (l) below.

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

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

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

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

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

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

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**MAKING A COMPENSATION CLAIM**

**7. Delayed Closing Compensation**

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

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

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

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

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

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

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

**8. Adjustments to Purchase Price**

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

**MISCELLANEOUS**

**9. Ontario Building Code – Conditions of Closing**

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

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

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

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

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

**10. Termination of the Purchase Agreement**

(a) The Vendor and the Purchaser may terminate the Purchase Agreement by mutual written agreement. Such written mutual agreement may specify how monies paid by the Purchaser, including deposit(s) and monies for upgrades and extras are to be allocated if not repaid in full.

(b) If for any reason (other than breach of contract by the Purchaser) Closing has not occurred by the Outside Closing Date, then the Purchaser has 30 days to terminate the Purchase Agreement by written notice to the Vendor. If the Purchaser does not provide written notice of termination within such 30-day period then the Purchase Agreement shall continue to be binding on both parties and the Delayed Closing Date shall be the date set under paragraph 3(c), regardless of whether such date is beyond the Outside Closing Date.

(c) If: calendar dates for the applicable Critical Dates are not inserted in the Statement of Critical Dates; or if any date for Closing is expressed in the Purchase Agreement or in any other document to be subject to change depending upon the happening of an event (other than as permitted in this Addendum), then the Purchaser may terminate the Purchase Agreement by written notice to the Vendor.

(d) The Purchase Agreement may be terminated in accordance with the provisions of section 6.

(e) Nothing in this Addendum derogates from any right of termination that either the Purchaser or the Vendor may have at law or in equity on the basis of, for example, frustration of contract or fundamental breach of contract.

(f) Except as permitted in this section, the Purchase Agreement may not be terminated by reason of the Vendor's delay in Closing alone.

**11. Refund of Monies Paid on Termination**

(a) If the Purchase Agreement is terminated (other than as a result of breach of contract by the Purchaser), then unless there is agreement to the contrary under paragraph 10(a), the Vendor shall refund all monies paid by the Purchaser including deposit(s) and monies for upgrades and extras, within 10 days of such termination, with interest from the date each amount was paid to the Vendor to the date of refund to the Purchaser. The Purchaser cannot be compelled by the Vendor to execute a release of the Vendor as a prerequisite to obtaining the refund of monies payable as a result of termination of the Purchase Agreement under this paragraph, although the Purchaser may be required to sign a written acknowledgement confirming the amount of monies refunded and termination of the purchase transaction. Nothing in this Addendum prevents the Vendor and Purchaser from entering into such other termination agreement and/or release as may be agreed to by the parties.

(b) The rate of interest payable on the Purchaser's monies is 2% less than the minimum rate at which the Bank of Canada makes short-term advances to members of Canada Payments Association, as of the date of termination of the Purchase Agreement.

(c) Notwithstanding paragraphs (a) and (b) above, if either party initiates legal proceedings to contest termination of the Purchase Agreement or the refund of monies paid by the Purchaser, and obtains a legal determination, such amounts and interest shall be payable as determined in those proceedings.

**12. Definitions**

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

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

**13. Addendum Prevails**

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

**14. Time Periods, and How Notice Must Be Sent**

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

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**15. Disputes Regarding Termination**

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

**For more information please visit www.tarion.com**

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## SCHEDULE A

## Types of Permitted Early Termination Conditions

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

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

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

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

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

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

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

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

**"Approving Authority"** means a government (federal, provincial or municipal), governmental agency, Crown corporation, or quasi-governmental authority (a privately operated organization exercising authority delegated by legislation or a government).

**"Freehold Project"** means the construction or proposed construction of three or more freehold homes (including the Purchaser's home) by the same Vendor in a single location, either at the same time or consecutively, as a single coordinated undertaking.

**3. Each condition must:**

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

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

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

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## SCHEDULE 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.

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

SEE SCHEDULE B ATTACHED AS PAGE 1 & 2 FOLLOWING PAGE 12.

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

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

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

SEE SCHEDULE B ATTACHED AS PAGE 1 & 2 FOLLOWING PAGE 12.

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**ADDENDUM - 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:*

| | |
|---|---|
| PAYMENT NOT HONOURED ADMINISTRATIVE FEE<br>Section 1(f) of Schedule "A" | $450.00 + Applicable Taxes |
| RELEASE OF VENDOR'S LIEN (if applicable)<br>Section 1(j) of Schedule "A" | $100.00 + Applicable Taxes |
| DRIVEWAY PAVING (SINGLE CAR GARAGE)<br>Section 1(k) of Schedule "A" | $950.00 + Applicable Taxes |
| DRIVEWAY PAVING (DOUBLE CAR GARAGE)<br>Section 1(k) of Schedule "A" | $1,900.00 + Applicable Taxes |
| SURVEY (if provided by the Vendor)<br>Section 1(l) of Schedule "A" | $250.00 +Applicable Taxes |
| WIRE TRANSFER OR DIRECT DEPOSIT PAYMENT<br>Section 1(v) of Schedule "A" | $150.00 +Applicable Taxes |
| ADMIN FEE FOR NONCOMPLIANCE WITH FORMS<br>Section 1(v) of Schedule "A" | $150.00 +Applicable Taxes |
| SECURITY DEPOSIT<br>Section 2(b) of Schedule "A" | $4,500.00 |
| MISSED, CANCELLED AND/OR REBOOKING PDI APPOINTMENTS<br>Section 4(a) of Schedule "A" | $300 + Applicable Taxes |
| FAILURE TO PROVIDE, CHANGE/AMEND OR PROVIDE CORRECT SOLICITOR'S INFORMATION<br>Section 6(e) of Schedule "A" | $450 + Applicable Taxes |
| DEFAULT NOTICES (if applicable)<br>Section 10 of Schedule "A" | $500.00 + Applicable Taxes |
| MISSED AND/OR CANCELLED SELECTION APPOINTMENTS<br>Section 12(b) of Schedule "A" | $350.00 + Applicable Taxes |
| REBOOKING SELECTION APPOINTMENTS<br>Section 12(b) of Schedule "A" | $1,000.00 + Applicable Taxes |
| AMENDMENTS TO SELECTIONS ADMIN FEE<br>Section 12(b) of Schedule "A" | $900.00 + Applicable Taxes |
| PAYMENT TO VENDOR'S LENDERS<br>Section 24 of Schedule "A" | $350.00 + Applicable Taxes per discharge |
| FAILURE TO ADVISE CHANGE OF INFORMATION<br>Section 26(d) of Schedule "A" | $250.00 + Applicable Taxes |

**PART II ALL OTHER ADJUSTMENTS to be determined in accordance with 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:*

HOT WATER HEATER AND TANK AMOUNTS AND, IF APPLICABLE, ANY AMOUNTS RELATED TO THE GEOTHERMAL HEATING/COOLING SYSTEM
Section 1(a) of Schedule "A"

REALTY TAXES, FUEL, WATER RATES, ASSESSMENT RATES AND LOCAL IMPROVEMENTS
Section 1(b) of Schedule "A"

LAW SOCIETY TRANSACTION LEVY SURCHARGE
Section 1(c) of Schedule "A"

ENROLMENT AND/OR REGULATORY FEES IN RESPECT OF THE PROPERTY
Section 1(d) of Schedule "A"

METER INSTALLATION/CONNECTION FEES
Section 1(e) of Schedule "A"

INCREASE IN LEVIES/CHARGES, ETC.
Section 1(g) of Schedule "A"

NEW LEVIES/CHARGES, ETC.
Section 1(h) of Schedule "A"

READJUSTMENTS
Section 1(i) of Schedule "A"

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VENDOR'S LIEN (if applicable)
Section 1(j) of Schedule "A"

UTILITY COSTS
Section 1(m) of Schedule "A"

RECYCLING CONTAINERS, GARBAGE BINS, GREEN BINS AND KITCHEN COLLECTORS
Section 1(n) of Schedule "A"

ANY OTHER MONIES OWING TO VENDOR PURSUANT TO ANY AGREEMENT
Section 1(o) of Schedule "A"

ANY TAX THAT MAY BE LEVIED OR CHARGED IN THE FUTURE WITH RESPECT TO ANY SALE, TRANSFER, LEASE OR DISPOSITION OF PROPERTY
Section 1(p) of Schedule "A"

ANY NEW TAXES OR INCREASES TO EXISTING TAXES
Section 1(q) of Schedule "A"

COMMUNITY MAILBOX FEES
Section 1(r) of Schedule "A"

INCREASE IN PARKS LEVY, CASH-IN-LIEU, OTHER CONTRIBUTION OR CHARGE
Section 1(s) of Schedule "A"

PUBLIC ART LEVY, TRANSPORTATION CHARGES OR ASSESSMENTS, COMMUNITY BENEFITS CHARGES, OTHER CHARGES, ETC.
Section 1(t) of Schedule "A"

APPLIANCE/EQUIPMENT GAS CONNECTIONS/INSTALLER VALIDATION FORMS
Section 1(u) of Schedule "A"

SEWER IMPOST CHARGES
Section 1(w) of Schedule "A"

ANY OTHER ADJUSTMENT AGREED TO BY THE VENDOR AND THE PURCHASER;
Section 1(x) of Schedule "A"

COST OF REPAIR, RECTIFICATION OR REPLACEMENT
Section 2(b) of Schedule “A”

COSTS DUE TO PURCHASER CHANGES
Section 2(e) of Schedule “A”

WALK-OUT BASEMENT OR REAR DECK OR REAR BASEMENT STAIR OR COVERED PATIO COSTS (if applicable)
Section 3(f) of Schedule "A"

REPLACEMENT OF LAID SOD AND LANDSCAPING (if applicable)
Section 3(g) of Schedule "A"
Section 7(c) of Schedule "A"

UPGRADES/EXTRAS/CHANGES
Section 3(i) of Schedule "A"

CREDIT CARD PROCESSING FEES
Section 3(i) of Schedule "A"

RELEASE REGISTRATION
Section 6(h) of Schedule "A"

DAMAGES DUE TO UNLAWFUL WORKS (if applicable)
Section 9(a) of Schedule "A"

DEFAULT AMOUNTS (if applicable)
Section 10 of Schedule "A"

AMENDMENTS TO SELECTIONS
Section 12(b) of Schedule “A”

PAYMENT OF ENHANCED HST REBATE (if applicable)
Section 14 of Schedule "A"

HST ALL CLOSING ADJUSTMENTS AND AMOUNTS PAYABLE FOR EXTRAS, CHANGES, UPGRADES, FEES AND CHARGES
Section 14 of Schedule "A"

REDUCTION (if applicable)
Section 14 of Schedule “A”

INCREASE OF HST (if applicable)
Section 14 of Schedule "A"

REMOVAL OF UNAUTHORIZED TITLE REGISTRATIONS (if applicable)
Section 16 of Schedule "A"

NON-ELECTRONIC DOCUMENTS FEE (if applicable)
Section 30(a) of Schedule "A"

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

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

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

This 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 date by which this Condition is to be satisfied is** the 60th day following the date of acceptance of this Agreement.

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