



AGREEMENT OF PURCHASE AND SALE

The undersigned Purchaser(s) hereby agrees to and with the undersigned Vendor to purchase the property (the "Property") described below (and as may be shown on a schedule attached hereto) on the following terms:

Purchaser: (DOB)

Purchaser: (DOB)

Vendor: Arista Homes (Boxgrove Village) Inc.

Real Estate Broker: RE/MAX PREMIER INC. Site Staff:

Lot No: Model Type: Elevation:

Plan No: Municipality: Markham

Street:

| | | |
|---------------------------|----------------|---------------|
| Purchase Price: | | \$ 000,000.00 |
| Initial Deposit: | Due with offer | \$ 00,000.00 |
| Further Deposit Due Date: | Due: | \$ 00,000.00 |
| Further Deposit Due Date: | Due: | \$ 00,000.00 |
| Further Deposit Due Date: | Due: | \$ 00,000.00 |
| Balance Due on Closing: | | \$ 000,000.00 |

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

A, B, OU, HST, L, M, P, R, W, X, SKETCH & TARION

Date of Offer: The day of

Irrevocable Date: The day of

1st Tentative Closing Date: The day of

2nd Tentative Closing Date: The day of

Firm Closing Date: The day of

Outside Closing Date: The day of

(SUBJECT TO THE EXTENSION PROVISIONS OF THIS AGREEMENT)

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

Signed, Sealed and Delivered in the presence of

) Purchaser

) Purchaser

Witness

Purchaser's address:

Residence Number: Business Number:

Residence Home Email: Work Email:

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.

SIGNED this day of , 2016

ARISTA HOMES (BOXGROVE VILLAGE) INC.

per: authorized signing officer

Purchaser's Solicitor:

Vendor's Solicitors:
BRATTYS, LLP
Attention: Michael N. Durisin (mdurisin@bratty.com)
7501 Keele Street, Suite 200,
Vaughan, Ontario L4K 1Y2
Tel: (905) 760-2600 x 349
Facsimile: (905) 760-2900

Date Accepted:

SCHEDULE "A"
EXCEPTIONAL STANDARD
FEATURES

BOXGROVE VILLAGE LIVE/WORK TOWNHOMES

Appealing Exterior Features & Structural Components

1. 7/8" tongue and groove sub-flooring **with sanded joints, glued and fastened with screws for additional stability.**
2. Advanced floor joist system utilizing upgraded **"Engineered Floor Joist Technology"** (where applicable).
3. **ARISTA HOMES builds all exterior insulated walls with 2" X 6" framing.**
4. Poured concrete foundation walls with damp proofing and drainage membrane to walls.
5. All homes feature **9' 0" ceilings on the main and second floor, except where boxes, bulkheads and where mechanical piping requires ceiling to be dropped.**
6. Prominent usage of architecturally controlled and colour coordinated clay brick, with brick detailing, stonework and/or stucco as per applicable elevation. Colour, style, materials, and elevations architecturally controlled and colour coordinated to achieve a variety within the streetscape.
7. Durable, maintenance free, pre-finished aluminum or vinyl soffits, fascia, eavestrough, down pipes, and siding — all colour coordinated.
8. Prominent **entry door with upgraded hardware**, featuring glass inserts to entry doors, as per plan.
9. **Aluminum/Vinyl railing** for both porch (where required by Building Code) and decorative applications.
10. Distinguished sectional steel insulated raised panel roll-up garage door with complimenting glass panels with prefinished vinyl garage door frames, as per plan.
11. **Quality colour coordinated, vinyl thermopane casement windows throughout (with low 'E' argon gas filled). Windows will also come with mullions (bars) on frontal elevations, complete with screens, as per plan. All exterior doors include weather stripping.**
12. The finishing touches of a fully sodded lot complete with patterned patio slab design to front and rear elevation. The basecoat ~~paving is included.~~ A driveway paving fee of \$700.00 shall be charged on closing for a single car garage, and \$1000.00 for a double car garage.

DRAFT

Kitchen & Baths

1. Quality designed cabinetry with standard laminate counter tops in kitchen (dishwasher space provided) and bathrooms.
2. Extended height kitchen upper cabinets. Pantries, breakfast bars & serveries, as per plan.
3. Kitchen faucet to be single lever faucet with pull out.
4. Fully enclosed **chrome framed glass shower stalls**, as per plan.
5. Ceramic wall tiles installed in combination tub and shower enclosures up to but not including ceiling. Where tub and shower stalls are separate, tub areas are tiled to approximately 2 tiles high above tub deck. Glass shower stalls to receive tiled walls only, excluding ceiling.
6. All bathroom tub and shower enclosures to receive **"mould resistant drywall"**.
7. Mirrors over vanities in all bathrooms.

Design Conscious Interior Finishes

1. **Sunken or raised foyers, mudroom, laundry room, garage entrance landing, as per plan** (where permitted or dictated by grade). Purchaser accepts the same.
2. Smooth ceilings in kitchen, laundry (as per plan), bathrooms and kitchen dinette.
3. Spray textured stippled ceilings with 4" smooth border throughout balance of home. Walk-in closets to be stippled only- no border.
4. Upgraded Colonial trim with **4 1/8" baseboard and 2 3/4" casing** to all doorways, arches with returns, windows, and doors. Interior doors to be two panel style.
5. **Lever type hardware with complimenting hinges.** All low walls are trimmed and painted.
6. All homes to receive an oak staircase – natural finish (**veneer risers and stringers**) **with oak handrail, wood pickets and newel post to finished areas**, as per plan. All upper hallways to receive oak nosing.
7. Thoughtful storage considerations with well appointed linen, pantries and mudroom closets, as per plan.

8. All interior trim and doors are painted classic white. The interior walls to be painted from your choice of 1 premium paint colour. (From Builders' standard samples)
9. Professional home cleaning prior to occupancy, including windows and duct system.

Mechanical & Plumbing Systems

1. Flexible water pipe solution using **PEX (polyethylene) to reduce noise and eliminate solder contaminants within plumbing system.**
2. Forced air hi-efficiency gas furnace or Air Handler (at discretion of the Vendor) complete with **electronic (programmable) thermostat.** High efficiency hot water delivery system (on rental basis).
3. All duct work is sized to allow for future central air conditioning where applicable.
4. Exhaust fans installed in all finished bathrooms.
5. **Heat Recovery Ventilator (HRV) for fresh air exchange, energy efficiency and a healthier home.**
6. White kitchen air cleaning hood fan over stove vented to the exterior.
7. Durable stainless steel top mount double ledge back kitchen sink.
8. Provisional rough-in for future dishwasher.
9. Exterior hose bib provided, in garage.
10. All shower areas to receive the comfort of pressure balance control valves.
11. All sink basins and plumbing fixtures to include the **convenience of separate shut-off valves.**
12. Low flow high efficiency toilets.
13. Low flow shower heads and faucets aerators are designed to conserve water while helping the environment.
14. Laundry tub includes hot/cold water connections.

Convenient Electrical Appointments

1. Exterior lights on front and rear elevations, as per plan.
2. 200 amp electrical service with breaker panel. Weatherproof exterior electrical outlets, one at rear of home and one at the front entry.
3. 220 volt Heavy -Duty receptacle for stove and dryer.
4. Ground fault indicator receptacles, as per building code.
5. The security of hard wired visual smoke detectors on main floor and each bedroom, and carbon monoxide detector as per code.
6. **White Decora light switches and receptacles throughout.**
7. Contemporary ceiling fixtures in all bedrooms, hallways, side halls, foyer, kitchen, dinette, den, great room, living room, office, loft, library and family room, as per plan. Dining rooms to receive a stylish chandelier, bathrooms to receive a strip light fixture over the vanity and a ceiling fixture (excluding powder room - to receive ceiling fixture only).
8. Ceiling mounted light within separate shower enclosure, as per plan.
9. Rough-in for future central vacuum system **with dedicated plug within garage.**
10. **Convenient ceiling receptacle in garage for future garage door opener installation.**
11. **CFL light bulbs where applicable, helping reduce the greenhouse effect.**

Floor Coverings

1. **Minimum 3" wide Engineered Oak hardwood throughout main floor** (excluding tiled areas and main floor bedrooms, as per Builders' standard samples).
2. 40 oz. broadloom with high density under pad throughout main floor bedrooms and second floor, where applicable. As per Builders' standard samples.
3. A wide assortment of contemporary ceramic tile flooring in foyer, kitchen, dinette, all bathrooms, and finished laundry rooms, as per plan. From Builders' standard samples.

Added Features

1. **Vinyl protective membrane covering applied to all accessible balconies, as per plan, to prevent water penetration.**
2. **Fully drywalled, one coat taped and primed** garages, excluding concrete and block walls.
3. Insulated garage to house access door installed with dead bolt and safety closer, if grading permits. If grading does not permit, materials are not supplied, no credits will apply and Purchaser shall accept the same.

Live Work- FLEX SPACE Units

1. Live/Work models featuring 11 ft. ceilings on ground floor. (Except in powder room and where mechanical or duct work requires a lower height.)
2. Separate 60 amp. sub panel for FLEX SPACE.
3. Separate Natural Gas furnace or Air Handler System (at discretion of Vendor) to separate heating from live area to FLEX SPACE area.
4. Live/Work units to have a separate thermostat in FLEX SPACE.
5. Walls and ground floor ceiling to be fire and sound rated as per Ontario Building Code. (Walls to be left taped, sanded and primed only) Structural and mechanical components above to remain exposed and as installed.
6. Floors and ceiling in FLEX SPACE area to be left unfinished (concrete).
7. Door from live area to FLEX SPACE to be steel fire rated.
8. All flex space units' barrier free bathrooms to be finished with tile (12"x12" or 13"x13" tile from Builders' standard samples), trim/door, sink and toilet.

Home Automation

1. State of the art integrated Smart Home structured wiring. This fully integrated home wiring system will provide the Hi-Tech infrastructure for today's technological features and expand to give you the ones you may want in the future such as home-office applications, computer local area networks, high speed internet, fax, modem, home entertainment, digital audio/video distribution systems and so much more. Including 1 CAT 5, & 2 RG6 lines.
2. Master bedroom and formal room or great room is pre-wired for cable TV, and the home is pre-wired for telephone (2 telephone locations). All above referenced rough-in locations are predetermined by the Builder.

Warranty

ARISTA HOMES warranty is backed by the TARION Corporation. Proudly, ARISTA HOMES maintains an outstanding record with TARION and was nominated as a 2016 finalist for the TARION "Homeowners Choice Awards" in the Large Volume Builder Category. This recognition speaks volumes to ARISTA's commitment to overall client satisfaction. The ARISTA HOMES Building Program starts with innovative designs, quality construction, complimented by our friendly, reliable and dedicated HomeCare Team.

1. Purchaser(s) accepts that the number of steps to front entrance and rear entrance and side entrance, if applicable, may be increased or decreased depending on final grading.
2. The Purchaser acknowledges that finishing materials contained in any model home or sales office display, including broadloom, furniture, mirrors, fireplaces, electrical fixtures, drapes, ceramic/porcelain flooring, vinyl flooring, hardwood flooring, marble flooring, upgraded kitchen and vanity cabinets and countertops, stained staircase and railing, painting, wall paper, etc., may be for display purposes only and may not be of the same grade or type, or may not necessarily be included in the dwelling unit purchased herein, unless expressly called for in this Agreement.
3. Corner lots, townhome end units and priority lots may have special treatments which may require window changes and interior modifications to balance and improve the elevations of the house exposed to the street. The Purchaser accepts such changes as constructed or as necessary.
4. When the Purchaser is buying a house already under construction, Purchaser acknowledges that there may be deviations from the floor plan, elevation or layout of this model and Purchaser agrees to accept such changes as constructed or as necessary.
5. House types and streetscapes are subject to final Architectural approval of the City of Markham, or the Developer's Architectural Control Architect and final siting, and approval of the Vendor's Architect.
6. Variations from Vendor's samples may occur in exterior/interior materials, due to normal production process, availability or site condition.

7. Vendor will not allow the Purchaser to do any work and/or supply any material to finish dwelling.
8. Vendor will not allow Purchaser to enter the premises prior to the Closing date, except for scheduled appointments for frame walk and PDI.
9. All exterior colours and materials pre-selected by Vendor are architecturally controlled.
10. Exterior elevations will be similar to pictures shown, but not necessarily identical. All furniture and landscaping features shown in renderings are not included and are Artist's Concept.
11. Siting requirements may require the Vendor to site the dwelling as a reverse model, and the Purchaser agrees to accept the same.
12. Locations of basement: furnace, hot water tank, and optional 3pc. rough-in bath and locations and number of posts and beams may vary and are determined by architect and may not be located as shown on brochures. Purchaser is deemed to accept the same.
13. Room dimensions and window configurations may vary with final construction and presentation drawings.
14. All elevations, renderings, floorplans, furniture layouts, siteplans and landscaping details are artist's concept. Floorplans are subject to change without notice. All dimensions are approximate.
15. Prices, terms, materials, specifications and conditions subject to change without notice. The Vendor has the right to substitute materials of equal or better quality. E. & O.E.

Two Year Warranty Protection

The home is free from i) defects in workmanship and materials including caulking windows and doors so the building prevents water penetration.
ii) Defects in workmanship and materials within the distribution of electrical, plumbing and heating systems.
iii) Defects in workmanship and materials, which resulting in the detachment, displacement or deterioration of exterior cladding.
iv) Violations of the Ontario Building Code's Health and Safety provisions.
Warranties are limited to the requirements established by the TARION Corporation Plan Act.

Seven Year Warranty Protection (Major Structural)

A Major Structural Defect is defined in the TARION Corporation Plan Act as;

A defect in workmanship and materials that result in the failure of a load-bearing part of the home's structure, or any defect in workmanship or material that adversely affects your use of the building as a home.

SCHEDULE "A"
EXCEPTIONAL STANDARD
FEATURES
BOXGROVE VILLAGE
TRADITIONAL TOWNHOMES

Appealing Exterior Features & Structural Components

1. 7/8" tongue and groove sub-flooring **with sanded joints, glued and fastened with screws for additional stability.**
2. Advanced floor joist system utilizing upgraded "Engineered Floor Joist Technology" (where applicable).
3. **ARISTA HOMES builds all exterior insulated walls with 2" X 6" framing.**
4. Poured concrete basement floors and foundation walls with damp proofing and drainage membrane to walls.
5. Convenient cold cellars complete with steel insulated or solid wood door, floor drain, as per plan and where grade permits.
6. All homes feature **9' 0" ceilings on the main and second floor, except where boxes, bulkheads and where mechanical piping requires ceiling to be dropped.**
7. Prominent usage of architecturally controlled and colour coordinated clay brick, with brick detailing, stonework and/or stucco as per applicable elevation. Colour, style, materials, and elevations architecturally controlled and colour coordinated to achieve a variety within the streetscape.
8. Durable, maintenance free, pre-finished aluminum or vinyl soffits, fascia, eavestrough, down pipes, and siding — all colour coordinated.
9. **Limited life (manufacturer's warranty),** self sealing shingles accenting metal roof details, as per plan.
10. Prominent **insulated entry door with upgraded grip set** and deadbolt, featuring glass inserts to entry doors, as per plan. Complimenting granite exterior door sills to both front and rear doors for a custom touch.
11. **Aluminum/Vinyl railing** for both porch (where required by Building Code) and decorative applications.
12. Distinguished sectional steel insulated raised panel roll-up garage door with complimenting glass panels with prefinished vinyl garage door frames, as per plan.
13. **Quality colour coordinated, Energy Star® labeled vinyl thermopane casement windows throughout (with low 'E' argon gas filled). Windows will also come with mullions (bars) on frontal elevations,** complete with screens, as per plan. All exterior doors include weather stripping.
14. Vinyl horizontal sliding basement windows 30" x 16" (approximate). Subject to grade. Window wells as required and at the discretion of the Vendor. Purchaser accepts the same.
15. The finishing touches of a fully sodded lot complete with patterned patio slab design to front and rear elevation. The basecoat paving is included. A driveway paving fee of \$700.00 shall be charged on closing for a single car garage, and \$1000.00 for a double car garage.

Kitchen & Baths

1. Quality designed cabinetry with standard laminate counter tops in kitchen (dishwasher space provided) and bathrooms.
2. Extended height kitchen upper cabinets. Pantries, breakfast bars & serveries, as per plan.
3. Kitchen faucet to be single lever faucet with pull out.
4. Fully enclosed **chrome framed glass shower stalls,** as per plan.
5. Ceramic wall tiles installed in combination tub and shower enclosures up to but not including ceiling. Where tub and shower stalls are separate, tub areas are tiled to approximately 2 tiles high above tub deck. Glass shower stalls to receive tiled walls only, excluding ceiling.
6. All bathroom tub and shower enclosures to receive **"mould resistant drywall"**.
7. Mirrors over vanities in all bathrooms.

Design Conscious Interior Finishes

1. **Sunken or raised foyers, mudroom, laundry room, garage entrance landing, as per plan** (where permitted or dictated by grade). Purchaser accepts the same.
2. Smooth ceilings in kitchen, laundry (as per plan), bathrooms and kitchen dinette.

3. Spray textured stippled ceilings with 4'' smooth border throughout balance of home. Walk-in closets to be stippled only- no border.
4. Upgraded Colonial trim with **4 1/8'' baseboard and 2 3/4'' casing** to all doorways, arches with returns, windows, and doors. Interior doors to be two panel style.
5. **Lever type hardware with complimenting hinges.** All low walls are trimmed and painted.
6. All homes to receive an oak staircase – natural finish (**veneer risers and stringers**) **with oak handrail, wood pickets and newel post to finished areas**, as per plan. All upper hallways to receive oak nosing. Stairs to basement to be paint grade where applicable.
7. Thoughtful storage considerations with well appointed linen, pantries and mudroom closets, as per plan.
8. All interior trim and doors are painted classic white. The interior walls to be painted from your choice of 1 premium paint colour. (From Builders' standard samples)
9. Professional home cleaning prior to occupancy, including windows and duct system.

Mechanical & Plumbing Systems

1. Flexible water pipe solution using **PEX (polyethylene) to reduce noise and eliminate solder contaminants within plumbing system.**
2. Forced air hi-efficiency Energy Star® gas furnace complete with **Energy Star® electronic (programmable) thermostat. Energy Star® rated high efficiency hot water delivery system (on rental basis).**
3. **Ductwork in basement, to be sealed for better air flow.** All duct work is sized to allow for future central air conditioning where applicable.
4. Exhaust fans installed in all finished bathrooms.
5. **Energy Star® Heat Recovery Ventilator (HRV) for fresh air exchange, energy efficiency and a healthier home.**
6. White kitchen air cleaning hood fan over stove vented to the exterior.
7. Durable stainless steel top mount double ledge back kitchen sink.
8. Provisional rough-in for future dishwasher (electrical run from panel to underside of subfloor at sink location with plumbing shut off valve).
9. Two exterior hose bibs are provided, one at rear (or side) and one in garage.
10. All shower areas to receive the comfort of pressure balance control valves.
11. All sink basins and plumbing fixtures to include the **convenience of separate shut-off valves.**
12. 3-piece rough-in bathroom in basement (location not defined and may vary from brochure).
13. Low flow high efficiency toilets.
14. Low flow shower heads and faucets. **Showerheads and faucets are designed to conserve water while helping the environment.**
15. Laundry tub includes hot/cold water connections.
16. **Energy Star® Solar ready conduit provisions for future use from attic to basement.**

Convenient Electrical Appointments

1. Black exterior coach lights on front and rear elevations.
2. 100 amp electrical service with breaker panel. Weatherproof exterior electrical outlets, one at rear of home and one at the front entry.
3. 220 volt Heavy -Duty receptacle for stove and dryer.
4. Ground fault indicator receptacles, as per building code.
5. The security of hard wired visual smoke detectors on all floors and each bedroom, and carbon monoxide detector as per code.
6. **White Decora light switches and receptacles throughout.**
7. Contemporary ceiling fixtures in all bedrooms, hallways, side halls, foyer, kitchen, dinette, den, great room, living room, office, loft, library and family room, as per plan. Dining rooms to receive a stylish chandelier, bathrooms to receive a strip light fixture over the vanity and a ceiling fixture (excluding powder room - to receive ceiling fixture only).
8. Ceiling mounted light within separate shower enclosure, as per plan.
9. Rough-in for future central vacuum system **with dedicated plug within garage (termination of pipe may be in basement, garages or both- as determined by Vendor).**
10. **Convenient ceiling receptacle in garage for future garage door opener installation.**
11. **Single switch operating all basement lighting.**
12. **Energy Star® CFL light bulbs where applicable, helping reduce the greenhouse effect.**

Floor Coverings

1. **Minimum 3'' wide Engineered Oak hardwood throughout main floor** (excluding tiled areas, as per

- Builders' standard samples).
2. 40 oz. broadloom with high density under pad throughout second floor, where applicable. As per Builders' standard samples.
3. A wide assortment of contemporary ceramic tile flooring in foyer, kitchen, dinette, all bathrooms, and finished laundry rooms, as per plan. From Builders' standard samples.

Added Features

1. Tasteful municipal address insignia provided.
2. **Vinyl protective membrane covering applied to all accessible balconies, as per plan, to prevent water penetration.**
3. **Fully drywalled, one coat taped** and primed garages, excluding concrete and block walls.
4. Insulated garage to house access door installed with dead bolt and safety closer, if grading permits. If grading does not permit, materials are not supplied, no credits will apply and Purchaser shall accept the same.

Home Automation

1. State of the art integrated Smart Home structured wiring terminating on main floor. This fully integrated home wiring system will provide the Hi-Tech infrastructure for today's technological features and expand to give you the ones you may want in the future such as home-office applications, computer local area networks, high speed internet, fax, modem, home entertainment, digital audio/video distribution systems and so much more. Including 1 CAT 5, & 2 RG6 lines.
2. Master bedroom and formal room or great room is pre-wired for cable TV, and the home is pre-wired for telephone (2 telephone locations). All above referenced rough-in locations are predetermined by the Builder.

Warranty

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1. Purchaser(s) accepts that the number of steps to front entrance and rear entrance and side entrance, if applicable, may be increased or decreased depending on final grading.
2. The Purchaser acknowledges that finishing materials contained in any model home or sales office display, including broadloom, furniture, mirrors, fireplaces, electrical fixtures, drapes, ceramic/porcelain flooring, vinyl flooring, hardwood flooring, marble flooring, upgraded kitchen and vanity cabinets and countertops, stained staircase and railing, painting, wall paper, etc., may be for display purposes only and may not be of the same grade or type, or may not necessarily be included in the dwelling unit purchased herein, unless expressly called for in this Agreement.
3. Corner lots, townhome end units and priority lots may have special treatments which may require window changes and interior modifications to balance and improve the elevations of the house exposed to the street. The Purchaser accepts such changes as constructed or as necessary.
4. When the Purchaser is buying a house already under construction, Purchaser acknowledges that there may be deviations from the floor plan, elevation or layout of this model and Purchaser agrees to accept such changes as constructed or as necessary.
5. House types and streetscapes are subject to final Architectural approval of the City of Markham, or the Developer's Architectural Control Architect and final siting, and approval of the Vendor's Architect.
6. Variations from Vendor's samples may occur in exterior/interior materials, due to normal production process, availability or site condition.

7. Vendor will not allow the Purchaser to do any work and/or supply any material to finish dwelling.
8. Vendor will not allow Purchaser to enter the premises prior to the Closing date, except for scheduled appointments for frame walk and PDI.
9. All exterior colours and materials pre-selected by Vendor are architecturally controlled.
10. Exterior elevations will be similar to pictures shown, but not necessarily identical. All furniture and landscaping features shown in renderings are not included and are Artist's Concept.
11. Siting requirements may require the Vendor to site the dwelling as a reverse model, and the Purchaser agrees to accept the same.
12. Locations of basement: furnace, hot water tank, and optional 3pc. rough-in bath and locations and number of posts and beams may vary and are determined by architect and may not be located as shown on brochures. Purchaser is deemed to accept the same.
13. Room dimensions and window configurations may vary with final construction and presentation drawings.
14. All elevations, renderings, floorplans, furniture layouts, siteplans and landscaping details are artist's concept. Floorplans are subject to change without notice. All dimensions are approximate.
15. Prices, terms, materials, specifications and conditions subject to change without notice. The Vendor has the right to substitute materials of equal or better quality. E. & O.E.

Two Year Warranty Protection

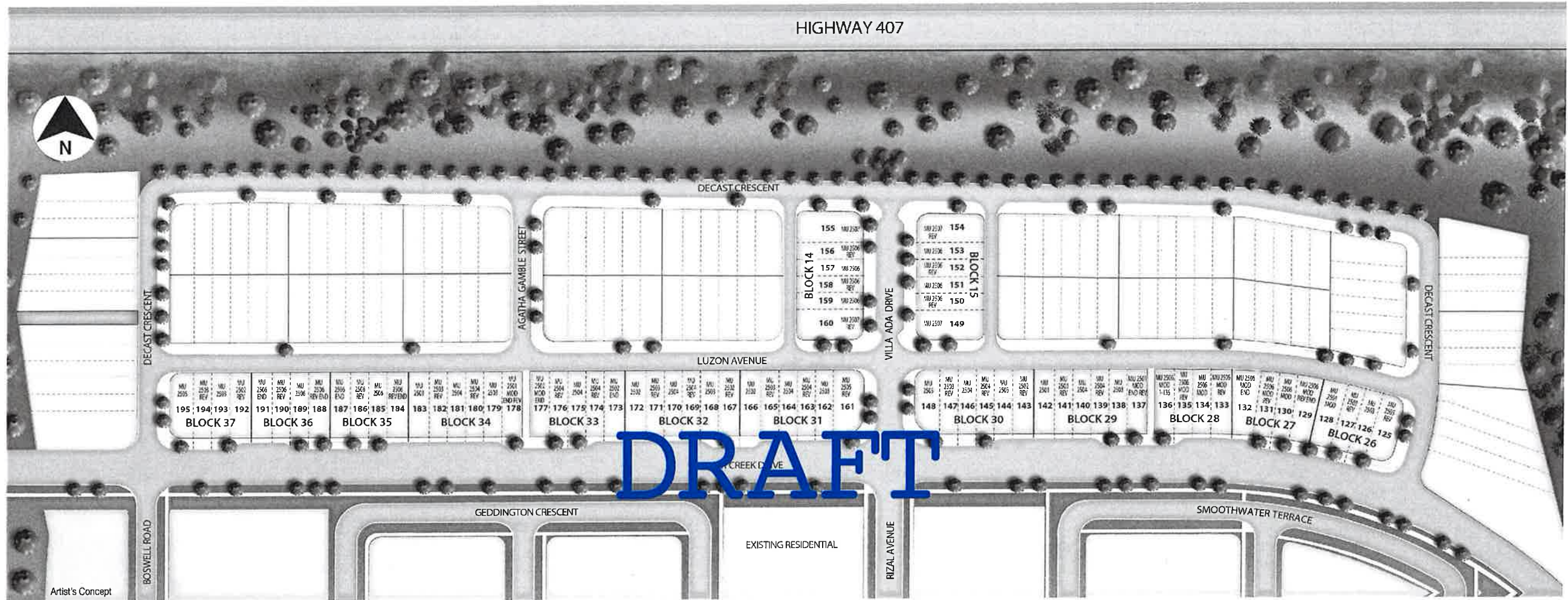
The home is free from i) defects in workmanship and materials including caulking windows and doors so the building prevents water penetrations.
ii) Defects in workmanship and materials within the distribution of electrical, plumbing and heating systems.
iii) Defects in workmanship and materials, which resulting in the detachment, displacement or deterioration of exterior cladding.
iv) Violations of the Ontario Building Code's Health and Safety provisions.
Warranties are limited to the requirements established by the TARION Corporation Plan Act.

Seven Year Warranty Protection (Major Structural)

A Major Structural Defect is defined in the TARION Corporation Plan Act as;

A defect in workmanship and materials that result in the failure of a load-bearing part of the home's structure, or any defect in workmanship or material that adversely affects your use of the building as a home.

HIGHWAY 407



PURCHASER _____

DATE _____

PURCHASER _____

DATE _____

SCHEDULE 'B'

VENDOR _____

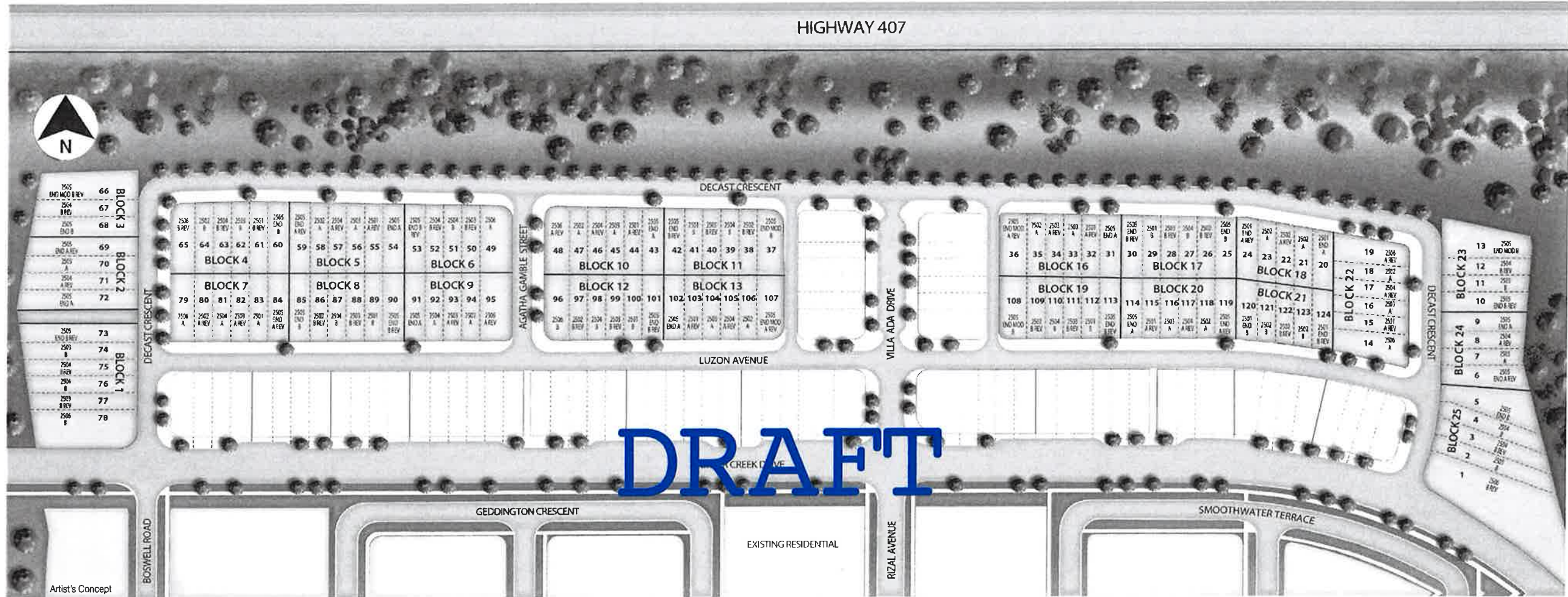
DATE _____



All plans and dimensions are approximate and subject to change at the discretion of the Vendor. Landscaping, road patterns and sidewalks are proposed only and may change. Lot conditions and grading based upon preliminary engineering and is subject to change without notice. Plan is artist's concept. E. & O. E. September 2016.



HIGHWAY 407



PURCHASER _____

DATE _____

PURCHASER _____

DATE _____

SCHEDULE 'B'

VENDOR _____

DATE _____

OPTIONS AND UPGRADES AGREEMENT

| | | | | | | | |
|--------------|--------------------------------------|--------|--|-----------------|-------|-----------|-----|
| Lot No.: | | Swing: | | Add. No/Date: | 1/[1] | C/O Type: | INI |
| Address: | | | | Purchaser: | | | |
| | | | | Phone Business: | | Home: | |
| Subdivision: | Arista Homes (Boxgrove Village) Inc. | | | Name On Title: | | | |
| Model/Elev: | | | | Contract Date: | | | |
| Reference: | Sch OU | | | Target Closing: | | | |

In Contract: ☐ Cash: ☐ Finance: ☒

Co-Buyers:

DRAFT

| | | | |
|--|------|--------------------------------------|------|
| | Date | Arista Homes (Boxgrove Village) Inc. | Date |
| | | Arista Homes (Boxgrove Village) Inc. | Date |

The Client(s) & Vendor agree that:

a) The Client will be charged a \$500 fee for any changes made to approved paperwork.

b) The Client(s) is responsible to replace any payment returned as "insufficient funds" or "stopped payment" within 24 hours together with a \$500 fee (as liquidated damages and not as a penalty) by certified cheque or bank draft only.

c) The changes or additions will be built/installed only if the total costs of the changes/additions are paid in full, in advance at the time of execution.

d) The Vendor will refuse to accept any change(s) if the stage of construction affected by the change(s) has been scheduled by the Vendor or his agents.

e) Verbal instructions are not considered valid and do not form part of this agreement.

f) The Vendor shall not be liable for the quality of the changes, and makes no warranties in respect thereto, except to transfer to the Client(s) any guarantees or warranties received from the manufacturer or suppliers of the said changes. The Vendor may at its discretion substitute any and all materials for those of equal or better quality where it deems necessary or applicable.

g) The Client(s) acknowledge that the Vendor will be cashing the Client(s)' cheque(s) for extras prior to confirmation of prices and/or availability of extras without prejudice to the Vendor's right to confirm pricing of extras with the Client(s) and to confirm availability of such extras for the dwelling unit being constructed for the Client(s). If such extras are not available, the provisions hereof shall be applicable.

h) If there is any discrepancy between this schedule/change order and other schedules included in the Purchase and Sale Agreement, then it is agreed to by all parties that this schedule/change order takes precedence. If written instructions are not clear, the Client(s) agrees to accept the change(s) as interpreted and installed by the Vendor.

i) Prices exclude taxes.

j) Taxes include HST (GST & PST) where applicable.

k) The Purchaser acknowledges and agrees that payment for extras ordered from the Vendor shall be treated as a further deposite(s) on account of the purchase price of the dwelling being purchased herein and that such extras will be an addition to the purchase price of the dwelling.

SCHEDULE HST - TRADITIONAL TOWNHOMES

The Purchaser shall, at his own cost and expense, be responsible for payment of all taxes including, without limitation, the tax eligible pursuant to the Excise Tax Act (commonly known as the "GST"), the HST (as defined hereinafter) and any transaction tax, value added tax, sales, use, or transfer tax and any increase in the rate of such taxes imposed by any of the Government of Canada, Government of Ontario and/or any other governmental and/or taxing authority (collectively, the "Government"), on all amounts payable under this Agreement of Purchase and Sale, including, without limitation, for extras, changes and upgrades. Notwithstanding the foregoing, the Purchase Price for the Property includes a component equivalent to the GST in an amount equal to 5% of the Purchase Price less the current new housing rebate or the like (said new housing rebate or the like and the Ontario new housing rebate in relation to the provincial portion of the HST or the like are collectively referred to as the "Rebate") relating thereto. The Government of Ontario has announced its intention to harmonize the Ontario retail sales tax with the GST (the "HST") to take effect on July 1, 2010, subject to legislative approval. Notwithstanding the first sentence in this schedule, the Purchaser and Vendor agree that the HST, including the provincial portion thereof, applies to this transaction and the Purchase Price includes the applicable provincial portion of the HST, net of the Ontario new housing rebate. The Purchaser shall assign in form required by the Vendor or the Government to the Vendor all of its right, title and interest in the Rebate to which the Purchaser is entitled. In connection with such assignment, the Purchaser shall deliver to the Vendor, upon request by the Vendor, on or after the Closing Date, such application, documents and affidavits as may be required by the Vendor or the Government to establish the Purchaser's entitlement to the Rebate. If the Purchaser is not entitled to the Rebate for any reason whatsoever or if the Rebate is reduced or withdrawn by the Government and not replaced with an amount equivalent to the amount of the Rebate to which the Purchaser is entitled by the Government or if the Rebate is not or cannot be assigned to the Vendor then the Purchaser shall forthwith upon demand by the Vendor pay to the Vendor an amount equal to the Rebate or the amount so reduced or withdrawn and until so paid, the amount of the Rebate shall form a charge against the Property which charge shall be recoverable by the Vendor in the same manner as a mortgage in default. The Purchaser acknowledges and agrees that he shall not be entitled to any refund, credit or abatement in any manner whatsoever should the provincial portion of the HST not apply to this transaction for any reason whatsoever. The provisions of this schedule supersede any provisions to the contrary contained in the Agreement of Purchase and Sale.

SCHEDULE HST – LIVE/WORK TOWNHOMES

VENDOR: Arista Homes (Boxgrove Village) Inc.

Notwithstanding anything contained within the Agreement, the following provisions apply to the purchase of the Property and the harmonized sales tax (the "HST").

1. The Purchaser and Vendor agree that the Purchase Price appearing on the front page to this Agreement has been calculated as set out in Schedule "HST Calculation Schedule".
2. The Purchaser acknowledges that the Purchase Price calculated above specifically relies on the eligibility of the Purchaser to assign said HST New Housing Rebate of \$24,000 to the Vendor at final closing.
3. Notwithstanding the above, the Purchaser's intentions with regard to final title on closing and occupancy post-closing are unknown to the Vendor as of the execution date of the Agreement. Accordingly, the Purchaser's eligibility to assign the HST New Housing Rebate to the Vendor is unknown.
4. Under any and all scenarios that the Purchaser takes title to the Property or occupies the property post closing, it is absolutely agreed and understood that the base consideration to the Vendor under the Agreement excluding HST shall be calculated as set out in Schedule "HST Calculation Schedule".
5. For the purpose of calculating the HST required to be collected by the Vendor at the time of closing, the Purchaser shall provide written documentation to the Vendor's solicitor, in a format satisfactory to the Vendor's solicitor in its sole discretion, no later than 60 days prior to closing either:

(a) A statutory declaration confirming the Purchaser's eligibility to assign said HST rebate to the Vendor; OR,

(b) Other documentation laying out the details and particulars of how the Purchaser intends to account for and report HST to the Canada Revenue Agency (CRA) in accordance with applicable law.
6. Failure to comply with the requirements of the preceding paragraph 5, will result in the Vendor collecting HST in full on closing, as calculated above in accordance with paragraph 1, without any deduction, or offsetting amount or application of rebate whatsoever. In this instance, it is understood, that after closing, the Purchaser would then apply for and retain for its sole purpose, any applicable refund or rebate of HST that it may be eligible to receive.
7. The Purchaser shall indemnify and save harmless the Vendor from and against any and all claims, liabilities, penalties, interest, costs and legal and other expenses incurred, directly or indirectly, in connection with the assessment of HST payable in respect of the transaction contemplated by the Agreement.

DATED this _____ day of _____ 20_____.

Witness: _____

Purchaser: _____

Witness: _____

Purchaser: _____



Arista Homes (Boxgrove Village) Inc.

HST CALCULATION SCHEDULE

Purchaser(s):

Lot No:

Model:

Elev:

Total Sales Price (Taxes Included)*

| | |
|----------------------------|---------|
| Sales Price (Before Taxes) | \$ 0.00 |
| | \$ 0.00 |
| | \$ 0.00 |

| | | |
|---------------------|----------|---------------------------|
| GST | \$ 0.00 | |
| Less GST Rebate | \$ 0.00 | * Assigned to the Builder |
| PST or HST | \$ 0.00 | |
| Less PST/HST Rebate | (\$0.00) | * Assigned to the Builder |

* This price reflects the applicable sales taxes and rebates, not including any extras that may or may not be purchased after the initial purchase. Therefore, the calculations may be subject to change, if and when extras are purchased at a later date.

SCHEDULE "L"

The Purchaser(s) acknowledges that this Agreement of Purchase and Sale is binding upon the Purchaser(s). The Vendor acknowledges that the Purchaser(s) shall have a period of 5 (five) business days from the date of acceptance to have the Purchaser's solicitor review the form and content of the Agreement and to set out in writing to the Vendor's solicitor any specific concerns with respect to the form and content of the Agreement. The Vendor agrees that it will permit such review to the Agreement of Purchase and Sale as the Vendor's solicitor deems satisfactory and the parties hereto covenant and agree that the Agreement shall be deemed to be amended in accordance with those comments requested by the Purchaser's solicitor that are approved by the Vendor's solicitor. The Purchaser(s) and their solicitor understand and agree that this schedule is not for the purpose of negotiating the terms and conditions of the Agreement of Purchase and Sale but merely for clarification purposes.

In addition, 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 60 days prior to the Closing Date. If the Purchaser changes solicitors or the Purchaser or its solicitor (i) fail to provide aforesaid information or required title information; (ii) change or amend any of the information provided, including title information required for engrossing the transfer to the Dwelling; or (iii) provide information to the Vendor or its solicitors that is incorrect or amended for any reason, the Purchaser shall be charged a fee as determined by the Vendor plus applicable taxes on the Statement of Adjustments.

SCHEDULE "P"

The Purchaser(s) consents to the Vendor collecting and processing the Purchaser's name and "personal information" (as such term is defined in the Personal Information Protection and Electronic Documents Act 2000, c.5) obtained by the Vendor pursuant to and in connection with this Agreement. The Purchaser(s) acknowledges and agrees that the aforesaid information has been provided to the Vendor with the Purchaser's knowledge and consent. In addition, the Purchaser(s) consents to the Vendor using, releasing and/or disclosing the Purchaser's name and personal information to:

- (a) a company or organization affiliated, associated or related to the Vendor, in order to provide the Purchaser with information relating to this project and other projects of such entities;
- (b) any provider of utilities, services and/or commodities to the Unit (including, without limitation, gas , electricity, water, telephone, cable and/or satellite tv for the purpose of marketing, promoting and providing such utilities, services and/or commodities to the Unit and
- (c) the Vendor's brokerage and representative from the Smart Sale Connection program, for the purpose of providing the opportunity of closing management for Purchasers who have a property to sell in order to complete this transaction.
- (d) the Vendor's consultants and lending institution(s) for the purpose of arranging financing to complete the transaction contemplated by this Agreement.

The Purchaser also acknowledges and consents to the Purchaser's name and personal information remaining in the Vendor's file for the uses and purposes set out above.

Purchaser(s) Initials

SCHEDULE “R”

Clause to be inserted in the Agreement of Purchase and Sale for Live/Work Blocks:

The Purchaser hereby acknowledges that the Regional Development Charges imposed by the Region of York have been calculated on the basis that the non-residential component of the property will be used for non-retail purposes, as defined under the Region of York’s Development Charge Bylaw. In the event that the Purchaser uses the non-residential component of the property for retail purposes, the Purchaser covenants and agrees that the Purchaser shall be responsible for the payment of any additional Regional Development Charges, claims, fines, damages, causes of action, judgments or proceedings and shall indemnify the Vendor from same as may be imposed as a result of the non-residential component of the property being used for retail purposes.

| | |
|--|------------------------------------|
| By initialing below, I/We the purchaser(s) having read the above clause hereby acknowledge and hereto accept the terms and conditions outlined and established above. | |
| Purchaser’s initials: _____ | Purchaser’s initials: _____ |

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Any and all permitted uses are subject to existing zoning approvals and/or restrictions. As such permitted uses may be subject to change at the discretion of municipality or Ontario Building Code. See municipality planning/zoning offices for further details and permitted uses. E & O.E.

SCHEDULE “W”
ARISTA HOMES (BOXGROVE VILLAGE) INC. – WARNING CLAUSES

The following Warning Clauses **SHALL BE** included in **ALL** offers of purchase and sale. The following Warning Clauses are preliminary conditions set forth by the Developer and are **subject to change as a result of final municipal approval**. The Purchaser(s) acknowledges and accepts all possible future changes, and recognizes they may be required to sign and initial a revised set of Warning Clauses at a future time set forth by the Vendor.

ALL LOTS:

1. “Purchasers/tenants are advised that the city’s parking by-law requires a minimum of two parking spaces. No more than one required parking space may be provided within the required front yard or required exterior side yard. Outside a private garage parking is only permitted on a driveway.” (2.5)
2. “Purchasers/tenants are advised that the city’s zoning by-law restricts driveway widths, which may not allow two cars to park side by side.” (2.5)
3. “Purchasers/tenants are advised that overnight street parking will not be permitted unless an overnight street parking system is implemented by the city.” (2.5)
4. “The certificate of occupancy issued by the municipality will document the building inspection history, including mandatory inspections which were not conducted.” (2.8.5)
5. (a) “Purchasers/tenants are advised that mail delivery will be from a designated community mailbox.”

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(b) “The developers/owners will be responsible for notifying the purchasers of the exact community mailbox locations prior to the closing of any home sale.” (6.5.3)
6. “Purchasers and tenants are hereby put on notice that telephone and telecommunications facilities and services are authorized by the CRTC under the *Telecommunications Act*, and as such these services may be provided by telecommunication carriers other than the traditional carriers for such services. Purchasers and tenants are advised to satisfy themselves that such carriers servicing the lands provide sufficient service and facilities to meet their needs.” (8.6.2)

LOT SPECIFIC:

| Type | Purpose | Warning Clauses |
|------|---------|---|
| A | General | 7. “Purchasers/Tenants are advised that noise levels due to increasing road and / or rail traffic may occasionally interfere with some activities of the occupants as the noise exposure levels will exceed the sound level criteria of the Ministry of the Environment.” |

SCHEDULE “W”
ARISTA HOMES (BOXGROVE VILLAGE) INC. – WARNING CLAUSES

| | | |
|---|------------------------------------|--|
| B | General | 8. “Purchasers/Tenants are advised that despite the inclusion of noise control features in the development and within the building units, the noise levels due to increasing road and / or rail traffic may occasionally interfere with some activities of the occupants as the noise exposure levels will exceed the sound level criteria of the Ministry of the Environment.” |
| C | Acoustic Barrier | 9. “Purchasers/Tenants are advised and hereby put on notice that an acoustic fence or fence & berm is located inside the property line in the side and / or rear yard of this property and that it shall not be altered or removed. The owner of this property is responsible to maintain that part of the acoustic fence / berm situated on this property to the satisfaction of the Director of Engineering. Any maintenance, repair or replacement required shall be done with the same material, standards, colour and appearance as the original.” |
| D | Air-conditioning | 10. “Purchasers/Tenants are advised that, despite the inclusion of noise control features in this development area and within the dwelling units, the noise levels from increasing road and / or rail traffic may occasionally interfere with some activities of the occupants. This dwelling unit has, therefore, been equipped with forced air heating and ducting etc., as well as central air conditioning which will allow windows to be kept closed, thereby achieving indoor sound levels within the limits recommended by the Ministry of the Environment. The air cooled condenser unit shall have a sound rating not exceeding 7.6 bels for unit cooling capacities up to 3.5 tons and shall comply with the city’s noise by-law.” |
| E | Forced Air (with provision for AC) | 11. “Purchasers/Tenants are advised that, despite the inclusion of noise control features in this development area and within the dwelling unit, noise levels from increasing road and / or rail traffic may occasionally interfere with some activities of the occupants. This dwelling unit has, therefore, been equipped with forced air heating and ducting etc., with provision for a central air conditioning system at the owners’ option. The air cooled condenser unit, if installed, shall have a sound rating not exceeding 7.6 bels for unit cooling capacities up to 3.5 tons and shall comply with the city’s noise by-law.” |
| G | Proximity to Commercial | 12. “Purchasers/Tenants are advised that this development is in proximity to an existing Walmart store and commercial facilities, and sound levels from these facilities may at times be audible.” |

SCHEDULE “W”
ARISTA HOMES (BOXGROVE VILLAGE) INC. – WARNING CLAUSES

| Lot / Blocks Nos. | Noise Attenuation Requirements | | | | | Types of Warning Clauses |
|--|--------------------------------|------------|------------|--------------------------------|---|--------------------------|
| | Acoustic Barrier Height | | | Air-Conditioning (Yes / No) | Forced Air Heating And Ventilation (with Provision for AC) (Yes / No) | |
| | Berm (m) | Fence (m) | Total (m) | | | |
| Block 3 (all units) | 0.5 | 2.5 | 3.0 | Y | N | A,B,C,D |
| Block 22 (north unit) | | 2.5 | 2.5 | Y | N | A,B,C,D |
| Block 23 (all units) | 0.5 | 2.5 | 3.0 | Y | N | A,B,C,D,G |
| Blocks 4, 5, 6, 10, 11, 16, 17 and 18 (all units) | | | | Y | N | A,B,D |
| Blocks 14, 15 (north unit) | | | | Y | N | A,B,D |
| Blocks 14, 15 and 22 (all units except north unit) | | | | N | Y | A,B,E |
| Block 1 (all units) | | | | | Y | A,B,C,E |
| Block 2 (all units) | 0.5 | 2.5 | 3.0 | N | Y | A,B,C,E |
| Block 24 (all units) | 0.5 | 2.5 | 3.0 | N | Y | A,B,C,E,G |
| Block 25 (all units) | | 2.0 to 2.5 | 2.0 to 2.5 | N | Y | A,B,C,E,G |
| Blocks 7, 8, 9, 12, 13, 19, 20, 21, and 26 to 37 (all units) | | | | N | Y | A,B,E |

13. “The infiltration galleries located on the subject property form an integral part of the stormwater management infrastructure for the community. It is the Owner’s responsibility to maintain this system and to ensure that proper drainage is maintained.” (6.7.1)
14. “The lands abutting the rear property line is a vegetated buffer block adjacent to environmental protected lands which are under jurisdiction of the TRCA. The buffer block is considered to be part of the publicly owned environmental protection area and will be maintained in naturalized state. The installation of private gates to access the lands and any encroachment such as a private picnic, barbeque or garden areas, storage of materials and/or dumping of refuse or ploughed snow is prohibited.” (6.7.1)

SCHEDULE “W”
ARISTA HOMES (BOXGROVE VILLAGE) INC. – WARNING CLAUSES

15. “The Director of Engineering may change the location of any sidewalks/walkways within the subdivision without any prior notice.” (8.8.1)

16. The Owner shall include the following Warning Clause in all Agreements of Purchase and Sale for Block 1 (south unit), all units for Blocks 4 to 22 (all inclusive), Block 25 (south unit) and all units for Blocks 26 to 37 (all inclusive):

“Purchasers/Tenants are advised that there will be a municipal sidewalk fronting and/or flanking this property.” (8.8.2)

17. The Owner shall include the following Warning Clauses in all Agreements of Purchase and Sale for Blocks 1, 2, 3, 23, 24 and 25 in the Subdivision:

“Purchasers and Tenants are advised that:

- i) An infiltration trench has been installed below the finished grade of the rear yard of this lot. The exact location of the trench is shown on a plan required to be provided by Box Grove Hill Developments Inc. to the Purchaser.
- ii) The infiltration trench is a component of stormwater management for the subdivision. No trees, shrubs, landscape features, structures or buildings are permitted to be installed or constructed on/over the infiltration trench.
- iii) Purchasers and tenants are responsible to periodically maintain the infiltration trench to ensure it is working for its intended purpose, in accordance with an information brochure that Box Grove Hill Developments Inc. is required to provide to the purchasers.

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18. For Blocks 28 and 33, and the east units of Blocks 29 and 34:

“Purchasers/Tenants are advised that this property abuts a 3.0 metre walkway block and that a public walkway will abut this property. Purchasers/Tenants are further advised that streetlights may be installed within the walkway block and that backlight from the streetlights may interfere with the privacy of this unit.” (8.20)

19. The Owner shall include in all agreements of purchase and sale the following clause:

"Purchasers are advised that as a condition of approval of the subdivision within which this lot is located, the city of Markham has required the developer to undertake and bear the of the following items:

- Street trees (trees planted in the city boulevard or in adjacent public lands or private lots to meet 5.1 a) and 5.1 a)
- Corner lot fencing
- Rear lot line fencing at lanes (if specifically required by the city)
- Tree planting in rear yards adjoining the lanes (if specifically required by the city)
- Noise attenuation fencing as identified in the noise impact study
- Fencing of school, park, walkway and stormwater management pond blocks

SCHEDULE “W”
ARISTA HOMES (BOXGROVE VILLAGE) INC. – WARNING CLAUSES

- Buffer planting for open space, walkway and stormwater management pond blocks and single loaded street allowances
- Subdivision entry features and decorative fencing as identified on landscape plans approved by the city

The developer has borne the cost of these items and the home purchaser is not required to reimburse this expense."

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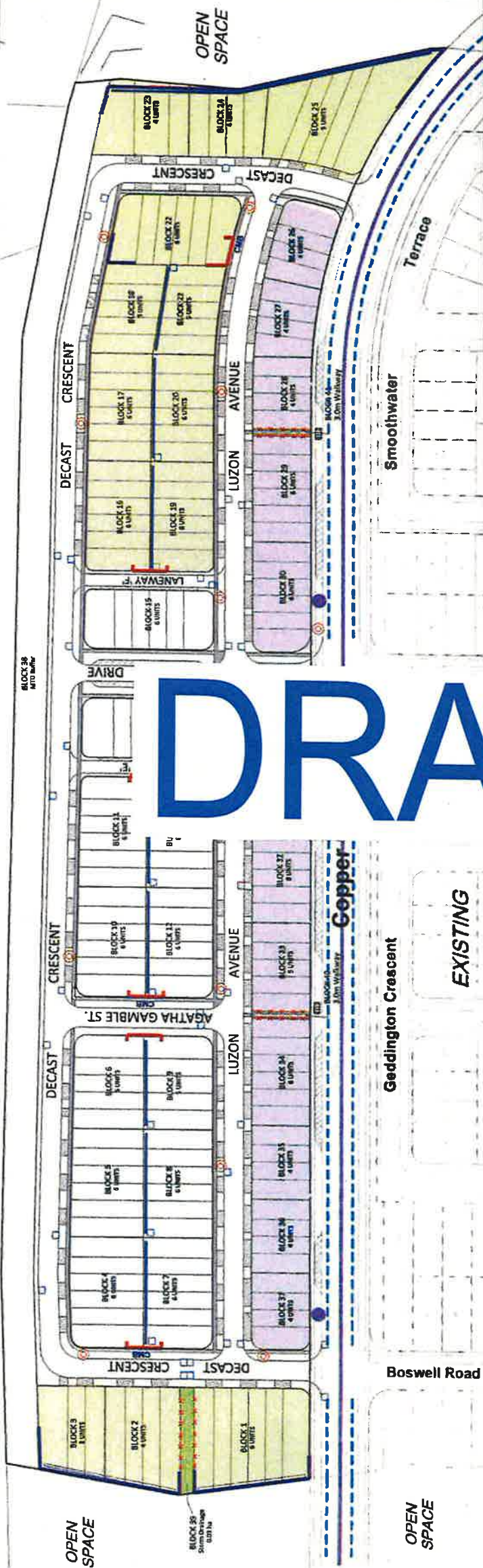
SCHEDULE “W”
ARISTA HOMES (BOXGROVE VILLAGE) INC. – WARNING CLAUSES

RESTRICTIVE COVENANTS:

1. (a) 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 city with respect to the said lands and, without limiting 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 liability. The owner hereby agrees to indemnify and save the city 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. (5.35)
- (b) 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 city and/or any other governmental agency harmless from any claims, suits, actions, 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. (5.35)
- (c) No owner of any part of the said lands shall construct, widen, remove or alter any curb cut within the road allowance of a city highway, or cause any such work to be done except with the approval of the city. In addition, no owner shall obstruct or encumber any highway in the City of Markham. Obstructions and encumbrances shall include, but not be limited to the construction, placement or maintenance of posts, fences, trees, hedges, landscaping, and wood or concrete driveway curbs. All obstructions or encumbrances shall be removed by the owner upon receipt of notification from the City of Markham. If the request for removal is not complied within the specified time, the commissioner of community and fire services may cause the same to be removed, and the owner shall be liable to the city for all costs incurred in the removal of the obstruction. The city may recover all expenses on the tax roll in the same manner as municipal taxes. (5.35)

SCHEDULE "W"
ARISTA HOMES (BOXGROVE VILLAGE) INC. – WARNING CLAUSES

407 EXPRESS TOLL ROUTE
FUTURE TRANSITWAY



ON PLAN

KEY PLAN



and utilities subject

umber 29, 2015

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April 15, 2016

Prepared by:

MILKME GARDEN PARSONS LTD.
140 Redwood Drive, Suite 201
Markham, Ontario L3R 9B5
Tel: (905) 513-3270
www.mgpc.ca

LEGEND

- 7.5m Street Townhouses
 - 7.5m Live / Work Townhouses
 - Open Space
 - CMB
 - Community Mail Box
 - Bike Rack
 - Driveway Location
 - Sidewalk Location
 - Layby Parking
 - 2-2.5m Acoustic Fence (may include Berm)
 - 1.8m Privacy Fencing
 - 1.5m Chain Link Fencing
 - Infiltration Trench
 - Fire Hydrant
 - Catch Basin
- Bike Lanes
 - YRT Routes - 2, 9, 14
 - Bus Stop

SCHEDULE "X"

ADJUSTMENTS

1. The hot water heater and tank may not be included in the Purchase Price and shall remain chattel property. The Purchaser agrees to execute a rental contract for the said heater and tank and agrees to 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 addition the Purchaser covenants and agrees to notify all such utilities forthwith after closing as to the change in ownership of the property and that all such accounts are to be transferred into the names of the Purchaser rather than the name 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 or installation of the water meter and the cost of hydro installation and connection fee. 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.
 - a. Taxes, fuel, water rates, assessment rates and local improvements to be apportioned and allowed to the Closing Date. In the event realty taxes have not been individually broken down 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 constructed on the Property issued subsequent to the Closing Date shall be the sole responsibility of the Purchaser.
 - b. The Vendor represents and warrants that it is registered as a builder under the Act, as hereinafter defined, and that the Dwelling is or will be enrolled under the Act. The Purchaser covenants and agrees to reimburse the Vendor on closing for the enrolment fee paid by the Vendor for the Dwelling under the Act.
 - c. In the event that any level of government including, without limiting the generality of the foregoing, federal, provincial or municipal, shall impose a levy, impost/development charge or any other charge or tax against the Property (the "New Charge") or increase any existing levy, impost/development charge or any other charge or tax against the Property after the date of signing of this agreement by both parties, the Purchaser shall pay to the Vendor in addition to the Purchase Price an amount equal to the New Charge which amount will be added to the Statement of Adjustments and payable on the Closing Date.
 - d. The Vendor shall have the option to collect and remit the retail sales tax, if any, payable by the Purchaser on chattels which are purchased in this transaction as a charge on closing and the allocation of such chattels will be estimated, if necessary, by the Vendor.
 - e. All proper readjustments shall be made after closing, if necessary, forthwith upon request. Any monies owing to the Vendor pursuant to such readjustment or as a result of any expenses incurred by the Vendor arising from a breach by the Purchaser of any of the Purchaser's obligations described in this Agreement shall be payable upon written demand by the Vendor and shall bear interest from the date of written demand at the rate of twelve (12%) percent 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.
 - f. The Vendor may reserve a Vendor's Lien, following the Vendor's usual form, for unpaid purchase monies or adjustments or claims herein provided together with the interest thereon as set forth in Paragraph 1(e) hereof, and the Vendor will upon request deliver to the Purchaser (for registration at the Purchaser's expense) a release of the Vendor's Lien after such monies have been received by the Vendor.
 - g. A Five Hundred Dollars (\$500.00) administrative fee shall be charged to the Purchaser for any cheque delivered to the Vendor pursuant to this Agreement, or for any extras ordered, which is returned "N.S.F." or upon which a "stop payment" has been ordered or is not honoured by the bank of the Purchaser for any other reason (collectively "**Returned Cheque**") and such administrative fee shall form a credit in favour of the Vendor in the Statement of Adjustments for each Returned Cheque and shall be paid on the Closing Date. In addition, a fee of Two Thousand Dollars (\$2,000.00) shall be charged to the Purchaser to be paid at the time a request is made by the Purchaser for a change in lot or model type if such request is made more than four (4) weeks after the date of acceptance of this agreement of purchase and sale and further provided that such change shall be subject to the approval of the Vendor. In addition the Purchaser shall pay as an adjustment on closing the sum of Two Thousand Dollars (\$2,000.00) as a refundable grading deposit to ensure compliance with subdivision grading requirements of the subdivider and the municipality.
 - h. An administrative fee, plus applicable taxes, be charged to the Purchaser for any documentation prepared by the Vendor or the Vendor's Solicitors which is replaced or re-issued to the Purchaser or his/her solicitor due to the loss of said documentation by the Purchaser or its solicitor, due to the change or amendment of any information provided by the Purchaser or his/her solicitor to the Vendor or its solicitor, or due to the provision of any incorrect information by the Purchaser or his/her solicitor to the Vendor or its solicitor.
 - i. An administrative fee, plus applicable taxes, be charged to the purchaser or each quote prepared by the Vendor at the request of the Purchaser with regards to any custom works, upgrades or extras to be performed, installed or supplied to, within, upon the Dwelling.

PRE-CONSTRUCTION APPROVALS

2. 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 Date. The Vendor, the subdivider (the "Subdivider") of the plan of 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, to inspect, repair, complete or rectify construction, grade and undertake modifications to the surface drainage, including installation of catch basins, without liability therefore, and the Transfer/Deed may contain such provisions.
 - a. 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 keys 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, fencing, or decking nor shall the Purchaser alter or widen the driveway upon the Property until after the Vendor has obtained acceptance of lot grading from the Municipality and the Subdivider. 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.
 - b. The Purchaser acknowledges that construction of the Dwelling may be subject to the requirements of the architect appointed by the Subdivider of the Property (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.
 - c. 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.
 - d. This Agreement is conditional upon compliance with the subdivision control requirements of the Planning Act (Ontario) which compliance shall be obtained by the Vendor at its sole expense, on or before closing.
 - e. All exterior elevations and colours are architecturally controlled and approved. No changes whatsoever will be permitted to the aforementioned and the Purchaser hereby acknowledges notice of same and agrees to accept the exterior elevation and colour scheme chosen by the Vendor.
 - f. The Purchaser acknowledges and agrees that in the event the dwelling unit being purchased herein is a semi-detached dwelling unit, the lot upon which such semi-detached dwelling unit is constructed will not necessarily be divided equally but may instead be divided in unequal proportions. The Purchaser agrees to accept any such unequal division of such lot.

PRE-SITING APPROVALS

3. The Purchaser(s) acknowledges that the model type indicated in this Agreement has been preliminarily sited and is subject to final siting approval by the Municipality, the Architectural Control Committee or the Vendor's surveyors. In the event such final siting approval is not obtained from any of the foregoing, the Purchaser(s) shall be given the first opportunity to submit an offer for a model type that does meet final siting approval for this particular lot. In the event an Agreement for another model type is not consummated within five (5) days of notification to the Purchaser(s) of which model type does meet the final siting approval requirements, this Agreement shall be at an end, the Purchaser(s) shall be entitled to a refund of the deposit money, without interest, but in no event shall the Vendor or the Agent be liable for any damages or costs whatsoever.

CONSTRUCTION

4. The Vendor will construct (if not already constructed) and complete upon the Property a dwelling (the "Dwelling") of the type hereinbefore indicated in accordance with the plans of the Vendor therefore and filed or to be filed with the Municipality in order to obtain a building permit and the specifications set out in Schedule "A" annexed hereto. .
- a. Acceptance of construction, siting and grading by the Municipality shall conclusively constitute acceptance by the Purchaser. The Vendor shall have the right to substitute materials for those designated in the plans and/or specifications provided the quality is equal or better, and also to make minor changes in plans, siting and specifications, provided there is no objection from the Municipality.
- b. The Purchaser acknowledges and agrees that architectural control of external elevations, driveway construction, boulevard tree planting, landscaping, corner lot fencing (including the location of such corner lot fencing), exterior colour schemes, or any other matter external to the Dwelling designed to enhance the aesthetic of the community as a whole, 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 an external elevation for this Dwelling other than as specified in this Agreement, or amend the driveway construction, boulevard tree planting or landscaping plan for this Dwelling (all of which is hereinafter referred to as the "Amended Elevation"), the Purchaser hereby irrevocably authorizes the Vendor to complete the Dwelling herein including the required Amended Elevation, and the Purchaser hereby irrevocably agrees to accept such Amended Elevation in lieu of the elevation specified in this Agreement. The Vendor shall have the right, in its sole discretion, to construct the hereinbefore described Dwelling either as shown on the sales brochures, renderings and other plans and specifications approved by the Municipality or any other authority having jurisdiction over same, or, to construct such Dwelling on a reverse mirror image plan, including reversal of garage siting and reversal of interior floor plan layout. The Purchaser hereby irrevocably accepts construction of a reverse mirror image Dwelling plan without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligations as to construction of the Dwelling type hereinbefore described. Further, in the event the Vendor determines, at its sole discretion, to construct the Dwelling at a grade level different than as depicted in the sales brochures, renderings and other plans and specifications approved by the Municipality or any other authority having jurisdiction over same, necessitating a step, landing or series of steps to the front door, side door, rear door, 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 adjacent to such step, landing or series of steps), the Purchaser hereby irrevocably agrees to accept such change without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligation as to construction of the Dwelling type hereinbefore described.
- c. 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. In the event this Agreement calls for a walk-out basement or rear deck and such is not possible or reasonable in the Vendor's opinion or in the event this Agreement does not call for a walk-out basement or rear deck and such is required, pursuant to final approved grading and engineering plans, the Purchaser shall accept a credit in 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 Statutory Declaration sworn on the part of the Vendor).
- d. The Purchaser acknowledges that certain lots within the subdivision may require catch basins in the rear yard and associated leads and that hydro transformers, street light poles and hydrants will front onto certain lots (including the Property) within the Subdivision. The Purchaser agrees to accept the Property subject to any retaining walls, catch basins, fencing, landscaping or other subdivision enhancement features required pursuant to the Municipally approved plans. The Purchaser is advised that if the lot or block being purchased has been constructed upon an infiltration related infrastructure, the Purchaser will be so advised by the Vendor and it is the responsibility of the Purchaser to clean and maintain such infrastructure to ensure that proper drainage is maintained. The Purchaser is further advised that if such infiltration related infrastructure is located within the lot, that the Purchaser may not alter the lot or place ancillary or accessory structures within these areas.
- e. In the event the Purchaser completes this transaction and occupies the Dwelling at a time prior to the Vendor completing all of its work or construction within the Subdivision, the Purchaser covenants and agrees to permit the Vendor and its agents and sub trades to enter upon the Property for the purposes of completing work on an adjoining property or other properties in the Subdivision and the Purchaser shall not interfere with any work or construction being so performed by the Vendor and its agents and sub trades. The Purchaser agrees that this covenant may be pleaded by the Vendor as an estoppel to any action or opposition by the Purchaser.
- f. The Purchaser acknowledges that all electrical, mechanical, rough-in changes will not be permitted unless processed and approved by Vendor 30 days prior to excavation of the dwelling.
- g. 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 for any reason whatsoever save and except for the default of the Vendor. 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 in the manner following, 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 deemed to have been released from any and all obligation, claims or demands whatsoever with respect to such incomplete extras, upgrades or changes. In the event the Purchaser neglects to advise the Vendor forthwith upon request as to the Purchaser's selection of finishing specifications, or orders any extras, upgrades in interior finishings, or performs any work in or about the Dwelling which causes delay in the Vendor's construction operations, the Vendor may require the Purchaser to complete this transaction on the Closing Date herein set out without holdback of any part of the Purchase Price, on the Vendor's undertaking to complete any of the Vendor's outstanding work.
- h. The Vendor is not responsible for shade difference occurring in the manufacture of items such as, but not limited to, finishing materials or products such as cushion floor, carpet, floor tiles, roof shingles, brick, aluminum or vinyl siding, bath tubs, water closets, sinks and other such products where the product manufacturer establishes the standard for such finishes. The Vendor is also not responsible for colour variations in natural products or the finishes on natural products such as but not limited to marble, granite, hardwood flooring, kitchen cabinets, wood stair railings, spindles, trim as well as stains or finishes applied to any of the aforesaid which colours may vary when finishes are applied to them. Nor shall the Vendor be responsible for shade difference in colour of components manufactured from different materials but which components are designed to be assembled into either one product or installed in conjunction with another product such as but not limited to plastic toilet seats, china toilets, enamel tubs, melamine cabinet finishes and paint and in these circumstances the product as manufactured shall be accepted by the Purchaser. Purchaser herein acknowledges that thresholds exist between rooms during transition areas of one material to another and accept varying heights therein.
- i. All dimensions and specifications on sales brochures and other sales aids are artists' concept only and are approximate and subject to modification without prior notice at the sole discretion of the Vendor in compliance with the Ontario Building Codes. 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 commensurate with the mechanicals being installed. The Purchaser acknowledges being advised by the Vendor that the Vendor has experienced a high theft rate 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, within seven (7) days after the Closing Date. The Purchaser shall not be entitled to any holdback on account of the Purchase Price notwithstanding that the air-conditioning unit is not installed at the Closing Date. Notwithstanding the foregoing, in the event

that the Purchaser requires the air-conditioning unit to be installed prior to the Closing date, the Purchaser shall make written request therefore, such request to be received not later than thirty (30) days prior to the Closing Date by way of separate written request addressed to the Vendor's solicitor. The Purchaser acknowledges that the Purchaser shall assume all liability for the air-conditioning unit in the event that it is stolen after its installation prior to the Closing date and the Vendor shall not be obliged to replace same nor shall there be any adjustment in the Purchase Price with respect thereto.

- j. Where any portion of any fence is within twelve (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.
- k. The Vendor expressly makes no representation, warranty, guarantee or collateral agreement with respect to workmanship or materials relating to the construction of the dwelling or any of the Vendor's finishings supplied and installed in the dwelling except for those warranties deemed to be given by the Vendor of a residential home as set out in the Ontario New Home Warranties Act and/or TARION. In satisfaction of such warranties, the Vendor may provide the Purchaser with the full benefit of any warranties or guarantees obtained by it from manufacturers or suppliers of any home appliances sold to the Purchaser as part of this transaction, to the extent it is able to do so pursuant to the terms of such warranties or guarantees, and the Purchaser agrees to accept such warranties and guarantees in lieu of any other warranties or guarantees, expressed or implied, at equity or at law.

COMPLETION AND TARION WARRANTY CORPORATION INSPECTION

5. The Vendor agrees to make available, and the Purchaser agrees to meet with a representative of the Vendor during the seven day working period immediately prior to closing to inspect the Dwelling and verify that the Dwelling has been completed in accordance with the provisions of Paragraph 4 hereof. The Purchaser shall not be entitled to examine the Dwelling except when accompanied by a representative of the Vendor (no inspectors permitted, only those listed on the Agreement of Purchase & Sale). The Purchaser agrees to comply with all regulations under the Occupational Health & Safety Act, the wearing of head and foot protection and such other safety apparel as designated by the Vendor. The Purchaser further agrees to indemnify the Vendor against any fines incurred as a result of non-compliance with these provisions by the Purchaser. The Purchaser is to arrange the inspection with a representative of the Vendor and is to give the representative of the Vendor at least five (5) days prior notice of the said inspection. In the event of any items remaining uncompleted at the time of such inspection, only such uncompleted items shall be listed by the Vendor on the form of Certificate of Completion and Possession required to be completed pursuant to the provisions of the Ontario New Home Warranties Plan Act (the "Act"), which the Purchaser covenants to execute and which Certificate of Completion and Possession SHALL CONSTITUTE THE VENDOR'S ONLY UNDERTAKING TO COMPLETE THE SAID UNCOMPLETED ITEMS AND THE DWELLING. The Purchaser agrees that such uncompleted items as are included in the Certificate of Completion and Possession represent the balance of work to be completed by the Vendor with respect to the Dwelling and the Purchaser agrees that no further request for completion of items may be maintained by the Purchaser, and this shall serve as a good and sufficient release of the Vendor in that regard. The Purchaser further agrees that the Vendor shall have the right to enter upon the Property and Dwelling after completion of the transaction in order to complete such items as are included in the Certificate of Completion and Possession. The Vendor shall complete such items as are contained in the Certificate of Completion and Possession within a reasonable time after closing, subject to weather conditions and the availability of supplies and trades. The Purchaser agrees that in no event shall the Purchaser be entitled to obtain possession of the Dwelling until and unless the Purchaser has executed the said Certificate of Completion and Possession. The warranties given under the Act replace any warranties at law or otherwise. In the event the Purchaser has omitted to execute the Certificate of Completion and Possession prior to the Closing Date, the Vendor shall have the right to extend the Closing Date for a further period of seven (7) days by notice in writing delivered to or mailed to the Purchaser or to his Solicitor and, in the event the Purchaser has not completed an inspection and executed a Certificate of Completion and Possession prior to the extended Closing Date as aforesaid, this Agreement shall, at the Vendor's sole option, be at an end and the Purchaser agrees that the deposit monies paid by the Purchaser hereunder shall be forfeited to the Vendor in addition to and without prejudice to any other remedy available to the Vendor arising out of such default. The Purchaser further agrees to be noted at the time of inspection on the form of Certificate of Completion and Possession any damages or defects found on the Dwelling's floor coverings, kitchen and bathroom scenery including countertops, bathtubs, sinks, toilets and other finished plumbing. These deficiencies listed on the form will be the limit of the Vendor's obligation to complete such items within a reasonable time after closing, subject to availability of material and trades.
- a. 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 relevant municipality (the "Municipality") in connection with the acceptance of the subdivision as a whole by the Municipality.
- b. Keys will be released to the Purchaser at the registry office or the construction site or the sales office or the head office of the Vendor, 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.
- c. "The Purchaser acknowledges that a Homeowner Information Package (HIP) is available from TARION and that the Vendor shall deliver a copy of the HIP to the Purchaser at or prior to the PDI to be undertaken between the Purchaser and the Vendor. The Purchaser covenants and agrees to execute a Confirmation of Receipt of the HIP forthwith upon receipt of the HIP from the Vendor."

CONVEYANCE

6. In the event the Vendor is unable to deliver to the Purchaser on or before closing a conveyance of the Property free and clear of all encumbrances save as may be provided for in this Agreement, for any reason whatsoever, the Vendor at its option may require the Purchaser to pay the Vendor the balance due on closing, which shall be deposited with the Vendor's solicitors in trust, with the interest earned to the benefit of the Vendor, and take possession of the Property on the Vendor's undertaking to deliver a conveyance in accordance with the provisions of this Agreement within such period as the Vendor may require and execute the Vendor's Occupancy Agreement. From and after the date of possession the Purchaser shall be responsible for realty taxes, water, hydro, gas and other public or private utilities. The parties further agree that upon the Vendor delivering to the Purchaser a conveyance in accordance with the terms of this Agreement, the monies held in trust shall be released to the Vendor and any further adjustments that may be required shall be made at the time of the delivery of the conveyance. The Vendor's solicitor shall undertake to the Purchaser not to release such monies to the Vendor until the Vendor has delivered a conveyance to the Purchaser in accordance with the terms of this Agreement.

TITLE

7. 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 service, T.V. transmission system, 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, or other attachments to the roofs, 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 sixty (60) days prior to the Closing Date, 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 (except for the Purchaser's obligations for extras or changes), notwithstanding any intermediate act or negotiations be void and the deposit monies shall be returned, without interest, and the Vendor and the Broker shall not be liable for any damages or costs whatsoever. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Property. The Vendor may assign this Agreement and its covenants and obligations herein to a third party, provided following such assignment, the Vendor shall notify the Purchaser of such assignment.
- a. The Purchaser agrees to accept the Property subject to Municipal regulations and restrictions now or hereafter affecting the ownership or use of the Property and the Purchaser shall observe and comply with the said regulations and restrictions and with the terms and obligations imposed by the Subdivision Agreement. The Purchaser agrees to accept title to the Property subject to any easements or licences for the installation of the maintenance of public or other utilities including, without limitation, telephone, hydro, gas, sewer, water and cable television, as well as any rights or easements reserved by the Vendor for maintenance purposes and roof

overhangs, if necessary on or about the Property. 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.

- b. In the event the Property borders land owned by any government, utility, or railway such authority may require fences, entrance gates or other structures to be located within the Property line and the Purchaser agrees to accept same and agrees to maintain same, if required by such authority.
- c. The Purchaser acknowledges that title may be conveyed directly from the Subdivider of the lands, and not the Vendor, and the Purchaser hereby releases the Subdivider 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, and the Purchaser agrees to execute and deliver on closing a separate acknowledgment and release in favour of the Subdivider to this effect.
- d. In the event any mortgages are outstanding on closing the discharge of which is the Vendor's obligation, the Purchaser agrees to accept the Vendor's solicitor's undertaking to obtain and register the discharge of the same within a reasonable period of time after closing in full satisfaction of the Vendor's obligation in that regard.
- e. The Vendor may have agreed to acquire registered title to the Property from the Subdivider on terms set forth in a separate purchase agreement. In the event the Vendor fails to acquire title through no fault of the Vendor, this Agreement of Purchase and Sale shall be terminated, all deposit monies shall be repaid to the Purchaser without interest or deduction, and all parties hereto shall be relieved of any liability or obligation hereunder.
- f. The Purchaser agrees to provide the Vendor's Solicitor with a written direction as to whom title is to be conveyed no later than thirty (30) days prior to the Closing Date, failing which, the Vendor is hereby directed to convey title to the Purchaser(s) set forth and named in this Agreement. Prior to closing, the Purchaser covenants not to register this Agreement or any other document on title to the Property.

AFTER CLOSING

- 8. In the event that after taking possession of the Dwelling, the Purchaser shall complete and/or install any additions and/or improvements such as, but not limited to, porches, patios, plantings, paved driveways or fences are located within six (6) feet of an external wall, the Purchaser will remove such addition and/or improvements prior to the Vendor taking any corrective actions which it is required to take.
- a. In the event that after taking possession of the Dwelling, the Purchaser shall complete and/or install any improvements, additions or alterations thereto, including, but not limited to, finishing basement, wallpapering, cabinetry and/or mouldings and/or finishings, the Purchaser shall be required to remove such improvements, additions or alterations at his own expense, in the event that the Vendor shall be required to carry out any repairs or replacements to the Dwelling in the area of such improvements, additions or alterations.
- b. 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 from the Closing Date or from the date that sod is laid, whichever shall be the later, and the Vendor shall have no obligation in that regard. In the event the Vendor is, for any reason, required to replace laid sod, the Vendor shall not be obligated to do so until payment has been made therefore by the Purchaser and if so replaced, the Purchaser agrees to reimburse the Vendor for the costs and expenses of same as determined by the Vendor.
- c. The Purchaser covenants to occupy the Dwelling forthwith after closing. The Purchaser agrees not to use the whole or any part of the basement of the Dwelling for a period of twenty-four months after the Closing Date or such longer period as is equivalent to the warranty period under the Act for basement repairs. The Purchaser hereby releases the Vendor from any liability whatsoever in respect of water damage to basement improvements and chattels stored in basement resulting from water seepage or leakage, including any consequential damages arising therefrom.
- d. The Purchaser acknowledges that the Vendor has a master key for the subdivision and in the event that the Purchaser wishes to change any locks, he may do so, at his own expense, any time after closing.
- e. If settlement occurs due to soil disturbances around the Dwelling, the walkways, driveways and sodded areas, all minor settlements shall be the responsibility of the Purchaser, and the Vendor will rectify any major settlement once only, and such work, unless of an emergency nature, will be completed when reasonably feasible and according to the Vendor's work program and availability of materials and tradesmen's services. The Vendor is not responsible for any damage to the Dwelling, which the Vendor considers of a minor nature by reason of such settlement.
- f. 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.
- g. The Purchaser agrees that after closing, if required by the Municipality or any public utility such as the local hydro-electric authority, gas company or Bell Canada, he will grant an easement for the installation and maintenance of sewers, water mains, lines or any other similar installations.

BREACH OF CONTRACT

- 9. Any breach by the Purchaser of any of the provisions of this Agreement shall entitle the Vendor, 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.
- a. The Purchaser represents to the Vendor upon which representation the Vendor has relied in accepting the Purchaser's offer that he is purchasing the property for his own personal use and not for short term speculative purposes. 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 therein, or the benefit thereof, nor to mortgage, deal with or in any way encumber the premises. The Purchaser will not any time prior to completing this transaction, register this Agreement, or any notice thereof, whether by Caution or otherwise, or register a notice of Purchaser's lien against the Property. 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.

UNLAWFUL WORK

- 10. In the event that the Purchaser shall without the consent in writing of the Vendor, enter upon the Property and carry out changes or additions to the Dwelling (the "Unlawful Works") 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 of Purchase and Sale 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 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 of Purchase and Sale 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 Plan.

- a. In the event that the Vendor shall choose the option as set forth above to declare the Agreement null and void, it shall be entitled to retain the Purchaser's deposit 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 PLAN.**
- b. 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 within fourteen (14) days of the acceptance of this Agreement of Purchase and Sale.
- c. The Vendor in its discretion may invite the Purchasers or one of them as the Vendor deems appropriate to visit and view the dwelling unit with a representative of the Vendor prior to drywall installed provided that construction timing and weather conditions permit. The Purchaser covenants and agrees that should such entry be permitted by the Vendor, the Purchaser shall enter the premises at their own risk and shall not be permitted without wearing all required safety apparel including without limiting the generality of the foregoing safety boots and hard hat and any other apparel that may be required by any governmental authority. The Vendor shall supply hard hat and safety boots to Purchasers at no expense to the Purchasers. The Purchasers covenant and agree that the Vendor assumes no responsibility nor liability for any injury that may occur to any Purchaser and the Purchasers acknowledge and confirm that they assume all liability and responsibility for any injury which they may suffer or incur as a result of such entry. The Purchasers also acknowledge that such entry shall only take place in the presence of and under the supervision of a representative of the Vendor and any visit may be terminated by the Vendor's representative in their sole and absolute discretion. Save as set out herein and in this Agreement, no other entry shall be permitted by the Vendor to the dwelling until closing. The Purchasers further covenant and agree to execute any form of Release prior to such entry that may be required by the Vendor.

CONTRACT

11. This offer is to be read with all changes of gender or number required by the context and, when accepted, shall constitute a binding contract of Purchase and Sale, and time shall, in all respects, be of the essence. 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 forfeit all deposit monies in full. 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. In the event this Agreement, in future, is amended in order to accelerate the closing of the transaction or to change or alter the construction specifications of the Dwelling by giving the Purchaser a credit or reduction against the Purchase Price and the Purchaser fails to complete the transaction, all damages shall be assessed as if such amendment was not entered into. In the event any one or more of the provisions of this Agreement or any portion or portions thereof are invalid or unenforceable, the same shall be deemed to be deleted herefrom and shall not be deemed to affect the enforceability or validity of the balance of this Agreement of Purchase and Sale. The Purchaser, if required by the Vendor, shall execute and deliver on closing one or more covenants incorporating the terms hereof. There is no representation, warranty, collateral Agreement or condition affecting this Agreement or the Property, or supported hereby, except as set forth herein in writing. In the event there is a conflict between any term(s) in this Agreement, the Vendor shall determine which conflicting term(s) prevail(s). The Purchaser acknowledges and agrees that the covenants and obligations of the Vendor contained in this Agreement shall be those of the Vendor only and should the Vendor represent or act as trustee or agent on behalf of a beneficiary or principal (whether disclosed or undisclosed) in executing this Agreement, such beneficiary or principal shall have no liability under this Agreement, such liability being restricted to the Vendor only. All buildings and equipment shall be and remain at the Vendor's risk until closing. In the event of any damage to the Dwelling, however caused, the Vendor shall be entitled to the insurance proceeds payable under any insurance policy coverage on the Dwelling. Deed to be prepared at Vendor's expense, and shall be executed by the Purchaser if required by the Vendor and shall be registered with or against the Purchaser's estate. The Purchaser's estate shall be bound by the terms, conditions or headings in this agreement are for convenience purposes only and do not form part of, or in any way amend or affect, the contents of the whole of any part of this Agreement. This Agreement shall be construed and interpreted by the courts of and in accordance with the Laws of the Province of Ontario, as such laws from time to time shall be in effect.

SUBDIVISION AGREEMENT REQUIREMENTS

12. 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 Date and the Purchaser shall satisfy himself as to compliance.
- a. The Purchaser acknowledges receipt of notice from the Vendor that the Vendor and or the Subdivider may apply for a re-zoning with respect to blocks or lots not purchased hereunder as laid down by the Plan of Subdivision or with regard to the lands adjacent to or near the lands laid down by the Plan of Subdivision, and the Purchaser, the Purchaser's successors and assigns, shall consent to any such application and agrees that this paragraph may be pleaded as a bar to any objection by the Purchaser to such re-zoning. 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.
- b. 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 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. In the event 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 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 notice and covenants to execute forthwith upon request, an acknowledgement containing such notice if and when requested to do so by the Vendor.

COLOUR AND MATERIAL SELECTION

13. Wherever in this Agreement the Purchaser has the right to choose colours or materials, he shall do so within ten (10) days after notification by the Vendor and the Purchaser shall make his selection of such colours and/or materials, whatever the case may be, from the Vendor's samples and list same on the Vendor's colour selection form.
- a. In the event that the Purchaser shall desire to select colours or materials from other than the Vendor's samples, he must negotiate such colours or materials directly with the Vendor or the Vendor's subtrade or supplier as directed by the Vendor and attend to payment of any additional cost as a result of such choice to the Vendor or the Vendor's subtrade or supplier directly, as directed by the Vendor. Acceptance of same is at the sole discretion of Vendor.
- b. In the event that the Purchaser shall have made a choice of colours and/or materials from either the Vendor's samples or otherwise as aforesaid and because of lack of supply the installation of such colour choice and material cannot be completed in accordance with the Vendor's construction schedule, the Purchaser shall choose alternate colours and materials within three (3) days and in the event the Purchaser fails to make an alternate selection as aforesaid, the Vendor shall have the option of choosing the colours and materials and the Purchaser shall be obligated to accept same.
- c. In the event that by the Closing Date the installation of the selected colours and upgraded materials or other work 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, notwithstanding that an occupancy permit may not be available as a result thereof.

- d. In the event that the Purchaser shall not have made his selection within ten (10) 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.
- e. In the event that the Purchaser has installed or has requested the Vendor to install a different floor covering than that which the Vendor would normally install in the dwelling, then the Purchaser agrees that if any defects should come to light for which the Vendor is normally responsible and repairs to which require the removal of the said floor covering, the Vendor will not be responsible to effect such repairs. For purposes of this Agreement "floor covering" shall mean any type of finished floor covering which is normally placed on the sub-floor and without limiting the generality of the foregoing, shall include tile, hardwood, marble, terrazzo and carpet.
- f. Where omissions occur on the original colour selection sheet, the Purchaser acknowledges that selection by the Vendor will be final.
- g. Upgrades listed on a standard colour chart will not be deemed to be part of the Agreement of Purchase and Sale. **Should the Purchaser include upgrades on said Colour Chart without accompanying payment, the Vendor shall charge for the cost of said upgrade on closing.**
- h. The Purchaser agrees that if after having made the original colour selections the Purchaser does make a change erroneously or otherwise, he will be deemed responsible for all errors resulting from any double selections. Any change to processed selection will be subject to \$500.00 Administration charge.
- i. The Purchaser further agrees that in the event that the Vendor has preselected colours prior to the purchase herein of the Property, the prescribed colours shall be final notwithstanding that the Purchaser may have completed a colour selection chart.

MODEL HOMES

- 14. The Purchaser acknowledges that he has purchased the Dwelling on the basis of plans which he has viewed and not from a model. The Purchaser acknowledges that the model homes, if any, may have items installed for decor purposes, such as, but not limited to, up-graded flooring materials, ceramic tile, hardwood, carpet, paint, kitchen cabinets, lighting, driveways, walkways, railings and pickets, skylights, entry doors, interior doors, paneling, wallpaper, window treatment, drapes, curtains, plumbing supplies, intercom systems, alarm systems, landscaping, 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 "A". Notwithstanding anything herein written, if at the time that this Agreement of Purchase and sale is executed, the dwelling constructed on the Real Property has already been substantially completed, the Purchaser shall purchase the Real Property in an "as built" condition rather than in accordance with any other representations herein contained.

G.S.T./H.S.T. CLAUSE

- 15. The Purchase Price includes the federal goods and services tax (the "GST") and Province of Ontario Harmonized Sales Tax (HST) arising from this transaction. The Purchaser shall assign (in form required by the Vendor or the Government of Canada) to the Vendor all of its right, title and interest in any refund, credit, rebate or the like (the "Rebate") of the HST to which the Purchaser is entitled. In connection with such assignment, the Purchaser shall deliver to the Vendor, upon request by the Vendor, on or after closing, such applications, documents and affidavits as may be required by the Vendor and the Government of Canada to establish the Purchaser's entitlement to the Rebate. In this regard, the Purchaser represents and warrants that the Purchaser is acquiring the Dwelling for his or his relative's primary place of residence within the meaning of the Excise Tax Act. If it is determined by the Vendor that the Purchaser has not acquired the Dwelling for his or his relatives primary place of residence and is not entitled to the Rebate, the Purchaser shall forthwith upon demand by the Vendor pay to the Vendor the amount of the Rebate, (which shall, if the Vendor requires, be paid on closing as a requirement of closing), and until so paid, the amount of the Rebate shall form a charge against the Dwelling which charge shall be recoverable by the Vendor in the same manner as a mortgage in default.

The Purchaser acknowledges that where a credit against the Purchase Price is given to the Vendor 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 purchase of the Property, 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 a Statutory Declaration of an Officer of the Vendor.

Notwithstanding that the Purchase Price is inclusive of the HST, the Purchaser shall, at his own cost and expense, be responsible for payment of the HST on all closing adjustments and amounts payable for extras and any increase in the rate of GST after the date hereof.

ELECTRONIC REGISTRATION

- 16. In the event that 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, then at the option of the Vendor's solicitor, 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;
 - b. if the Purchaser's lawyer is unwilling or unable to complete this transaction via ERS, in accordance with the provisions contemplated under the Escrow Document Registration Agreement, then said lawyer (or the authorized agent thereof) shall be obliged to personally attend at the office of the Vendor's solicitor at time of 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;
 - c. the Purchaser expressly acknowledges and agrees that he or she will not be entitled to receive the transfer/deed to the Property for registration until the balance of funds due on closing, in accordance with the statement of adjustments, are either remitted by 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/deed for registration;
 - d. 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
 - e. notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor's solicitor has:
 - a. delivered all closing documents and/or funds to the Purchaser's solicitor in accordance with the provisions of the Escrow Document Registration Agreement;
 - b. 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

- c. 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 specifically when the "completeness signatory" for the transfer/deed has been electronically "signed" by the Vendor's solicitor; without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the aforementioned documents and/or funds, and without any requirement to have an independent witness evidencing the foregoing.
17. This Offer is irrevocable by the Purchaser until one minute before midnight on the irrevocable date hereinbefore set out, after which time if not accepted, this Offer 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.

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

Purchaser(s) Initials

DRAFT

Property _____

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: Please visit Tarion's website: www.tarion.com for important information about all of Tarion's warranties including the Delayed Closing Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. You can also obtain a copy of the Homeowner Information Package which 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 Closing of your purchase.

VENDOR Arista Homes (BOKGROVE VILLAGE) INC.
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 ____ day of _____

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 ____ day of _____

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 ____ day of _____

If the Vendor cannot close by the Firm Closing Date, 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 ____ day of _____

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 ____ day of _____
(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 ____ day of _____

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 ____ day of _____

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: _____

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

Arista Homes (30XGROVE VILLAGE) INC.

Full Name(s)

42504

Tarion Registration Number

(905) 660-5000

Phone

(905) 660-8805

Fax

600 Applewood Crescent

Address

Vaughan

City

ONTARIO

Province

L4K 4B4

Postal Code

amontanaro@aristahomes.com

Email*

PURCHASER

Full Name(s)

Address

City

Province

Postal Code

(416) 555-5550

Phone

Fax

email@tailac.co

Email*

PROPERTY DESCRIPTION

Municipal Address

City

ON

Province

Postal Code

LOT :

Short Legal Description

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

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

(a) The Property is within a plan of subdivision or a proposed plan of subdivision.
If yes, the plan of subdivision is registered.
If the plan of subdivision is not registered, approval of the draft plan of subdivision has been given.

☒ Yes

☐ No

☒ Yes

☐ No

☐ Yes

☐ No

(b) The Vendor has received confirmation from the relevant government authorities that there is Sufficient:
(i) water capacity; and (ii) sewage capacity to service the Property.

☒ Yes

☐ No

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

(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 ___ day of _____, 20__.

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.

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

(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. O 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":

Condition #1 (if applicable)

Description of the Early Termination Condition:

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

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

Condition #2 (if applicable)

Description of the Early Termination Condition:

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

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

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

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

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- (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.

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"):

- (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.

"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

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- 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.
 - 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.
 - 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.
 - 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.
 - Time periods shall be calculated using calendar days including Business Days but subject to paragraphs (f), (g) and (h) below.
 - 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.
 - 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.
 - 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.
 - Words in the singular include the plural and words in the plural include the singular.
 - Gender-specific terms include both sexes and include corporations.

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 subparagraph 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.

SCHEDULE B

Adjustments to Purchase Price or Balance Due on Closing

PART I Stipulated Amounts/Adjustments

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

1. N.S.F. ADMINISTRATIVE FEE PER OCCURRENCE (if applicable)
Section 1(g) of Schedule "X"
\$500.00 plus applicable taxes
2. CHANGE IN LOT OR MODEL TYPE AFTER 4 WEEKS OF ACCEPTANCE
(If applicable)
Section 1(g) of Schedule "X"
\$2,000.00 plus applicable taxes
3. REFUNDABLE GRADING DEPOSIT
Section 1(g) of Schedule "X"
\$2,000.00
4. TOP COAT DRIVEWAY PAVING FEE
\$700.00 plus applicable taxes for single garage
\$1,000.00 plus applicable taxes for double garage
Schedule "A"
5. CHANGE TO PROCESSED COLOUR SELECTION (if applicable)
Section 13(h) of Schedule "X"
\$500.00 plus applicable taxes

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

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

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

1. HOT WATER HEATER, TANK RENTAL (if applicable)
Section 1 of Schedule "X"
2. WATER METER, WATER SERVICE; HYDRO INSTALLATION AND CONNECTION FEE
Section 1 of Schedule "X"
3. REALTY TAXES, WATER RATES, ASSESSMENT RATES, LOCAL IMPROVEMENT RATES ETC. / DEPOSIT
Section 1(a) of Schedule "X"
4. ONTARIO NEW HOME WARRANTIES PLAN ACT ENROLMENT FEE
Section 1(b) of Schedule "X"
5. LEVIES/CHARGES ETC.
Section 1(c) of Schedule "X"
6. INTEREST ON UNPAID SUMS / EXPENSES (if applicable)
Section 1(e) of Schedule "X"
7. VENDOR'S LIEN FEES (if applicable)
Section 1(f) of Schedule "X"
8. COST TO RECTIFY DAMAGE OR ALTERATION TO ANY SUBDIVISION SERVICE / LIEN / REMOVAL OF ADDITIONS/IMPROVEMENTS (if applicable)
Section 2(a) of Schedule "X"
9. COST RE WALK-OUT BASEMENT OR REAR DECK (if applicable)
Section 4(c) of Schedule "X"
10. COSTS TO CORRECT DAMAGES CAUSED BY UNLAWFUL WORKS / RETENTION OF DEPOSITS (IF APPLICABLE)
Section 10, 10(a), 10(b) and 10(c) of Schedule "X"
11. COSTS, LOSSES AND DAMAGES ARISING OUT OF DEFAULT / INTEREST
Section 11 of Schedule "X"
12. ADDITIONAL COSTS RE COLOUR AND MATERIAL SELECTIONS (if applicable)
Section 13(a) of Schedule "X"
13. UPGRADE COSTS (if applicable)
Section 13(g) of Schedule "X"
14. PAYMENT OF HST REBATE (if applicable)
Section 15 of Schedule "X"
15. ADMINISTRATIVE FEE, PLUS APPLICABLE TAXES FOR ANY DOCUMENTATION PREPARED AS A REPLACEMENT OF THE ORIGINAL (if applicable)
Section 1(h) of Schedule "X"
16. ADMINISTRATIVE FEE, PLUS APPLICABLE TAXES FOR ANY CUSTOM QUOTES PREPARED
Section 1(i) of Schedule "X"
17. ADMINISTRATIVE FEE, PLUS APPLICABLE TAXES FOR ANY AMENDED OR INCOMPLETE SOLICITOR INFORMATION
Paragraph 2 of Schedule "L"