



AGREEMENT OF PURCHASE AND SALE

The undersigned Purchaser hereby agrees to and with the undersigned Vendor to purchase "the Property" described below on the following terms:

Purchaser: DOB:
Purchaser: DOB:
Vendor: Hallett JC Corporation
Real Estate Broker: Site Staff:
Lot No: Plan No:
Street:
in the Town of Oakville
Model Type:
Model Description
Purchase Price:

Deposit:
Further Deposit Due:
Further Deposit Due:
Further Deposit Due:
Further Deposit Due:
Balance Due on Closing
(subject to adjustment) :
The Following schedules and addendum, if attached, shall constitute and form part of this Agreement, namely Schedules:

- Schedule “AD” - Purchasers Agency Disclosure
Schedule “F” - Restrictions, Warnings Etc. Pursuant to Subdiv. Agreement
Schedule “G” - Finishes, Upgrades & Additional Extras
Schedule “I” - Specifications and Inclusions
Schedule “L” - Site Plan
- Schedule “E” - Extras
Schedule “H” - House Plans
Schedule “HBIM” - Home Buyers Information Map
Schedule “X” - Agreement Clauses
Schedule “NC” - Non-Canadian

TARION Warranty Corporation’s and the Home Construction Regulatory Authority’s Statement of Critical Dates, ‘Addendum to Agreement of Purchase and Sale’, and Warranty Information Sheet, together with the appendices and/or schedules to the Addendum outlining permitted Early Termination Conditions and Adjustments.

Date of Offer:
Irrevocable Date:

First Tentative Closing Date:
(subject to Tarion Addendum)

Purchaser’s Address:

Telephone:

SAMPLE

SIGNED, SEALED AND DELIVERED in the Presence of

Witness

Purchaser - Seal

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

ACCEPTED this day of
Vendor's Solicitors: Hallett JC Corporation
Agro Zaffiro LLP
21 King Street West
11th Floor
Hamilton, Ontario L8P 4W7
Tel. (905) 527-6877 Fax. (905) 527-6169

Per:
Authorized Signing Officer

Schedule "F"
Restrictions, Warnings, Etc. Pursuant to Subdivision Agreements

The following warning clauses form an integral and material part of the Agreement of Purchase and Sale herein and are subject to change at the sole discretion of the Vendor, including the amendment or removal of any of the following or the addition of additional warning clauses, at any time prior to the Closing.

- a) "Purchasers and/or tenants of units within Blocks 213 and 214 are advised that a pedestrian bridge over the Natural Heritage System (Block 292) will abut the subject property or will be in close proximity to the subject property. During normal use of, and activity on, the walkway/pedestrian bridge, some noise could occasionally be generated that may potentially interfere with outdoor activities on the subject property. The location of the walkway/pedestrian bridge could result in overlook/privacy concerns."
- b) "Purchasers and/or tenants for all lots/blocks are advised that the Dundas Urban Core block at the intersection of Dundas Street and Street "B" may be developed for **future residential, commercial or mixed commercial / residential uses** up to 12-storeys in height"
- c) Purchasers and/or tenants of all lots/blocks are advised that the block of land at the south-east corner of Street "A" and Street "B" may be developed for **future commercial or mixed commercial / residential uses** up to 6-storeys in height"
- d) "Purchasers and/or tenants of Lots 1, 25, 43, 44, 49, 67, 68, 79, 80, 93, 94, 109, 123, 124, 138, 139, 165, 166, 189, 190, 210 and Blocks 211-215, 224, 226, 228-232, 294-317 are advised that the development adjacent to these lots are part of a future phase and may remain vacant until the developer/builder proceeds."
- e) Purchasers and/or tenants of lots 1-25, 39, 43, 201-210 and Blocks 211-215, 217- 224, 232-235, 237-241, 266, 283, 294, 297-299, 305, 306 and 317, adjacent to or near the Natural Heritage System, or any other parkland and open space are advised that these Parks, in whole or in part, may be vegetated to create a natural setting. Be advised that, in these areas, the Town may not carry out **routine maintenance** such as grass and weed cutting."
- f) "Purchasers and/or tenants for all lots adjacent to the watercourse block or other feature regulated by Conservation Halton, a statement which advises that the feature is regulated by Conservation Halton and that no encroachment is permitted, and that vegetation shall not be manicured in accordance with Ontario Regulation 162/06."
- g) "Purchasers and/or tenants of lots or units in Lots 13 and 14, and Blocks 213, 214, 297, 298 and are advised that they about a **Walkway Block** which will allow for public access."
- h) "Purchasers and/or tenants of lots or units adjacent to or near the Village Square, Neighbourhood Park or any other parkland and open space are advised that these parks, in whole or in part, may be vegetated to create a natural setting. Be advised that, in these areas, the Town may not carry out **routine maintenance** such as grass and weed cutting."
- i) "Purchasers and/or tenants of lots or units adjacent to or near the Village Square, Neighbourhood Park and servicing / **walkway** block abutting Blocks 216, 284-287 are advised that these open space areas will be used for general active and passive public recreation and leisure uses, including but not limited to walkways (lit and unlit), bikeways, playgrounds, trails, sports field (lit or unlit), splash pad, visitor parking, and/or multi-use courts. In addition to daytime use, park facilities may be used in the evenings and on weekends."
- j) "Purchasers and/or tenants of Lots 1-25, Blocks 211-215, 217, 224, 294, 297, 298, and 306 are advised that a walkway may abut the subject property consistent with the North Oakville East Trails Plan. During normal use of, and activity on, the walkway, some noise could occasionally be generated that may potentially interfere with outdoor activities on the subject property."
- k) "Purchasers and/or tenants for all 1-25, Blocks 211-215, 217, 224, 294, 297, 298, and 306 adjacent to the Natural Heritage System and Stormwater Management Facility, a statement which advises that the Town reserves the right to install a public trail connection within these blocks. Further purchasers are advised that individual gate access to these blocks from their property is prohibited. In addition, dumping of yard waste or other household materials is also prohibited."
- l) "Purchasers and/or tenants for all Lots 201-210 and Blocks 211-215, 294 282 and Block 317 adjacent to the Natural Heritage System (Block 292), are advised that work within Block 292 may occur after the dwellings are occupied
- m) "Purchasers are advised that the Town of Oakville's current street tree planting standards, which are subject to change, are intended to have an average of one tree for every 12 metres of frontage to be considered for planting in order to accommodate future tree growth. This means that not every house is intended to receive a tree. Purchasers are also advised that the ability to accommodate the planting of a street tree within the public road allowance will be influenced by housing form, development setbacks, utilities, driveway width and location. The Town reserves the right, in its sole discretion, to determine whether a street tree will be planted at any particular location within the subdivision particularly on narrow building lots."
- n) "Purchasers are advised that winter maintenance and snow plowing from public streets and laneways will be done in accordance with the Council approved protocol and policies for snow removal."
- o) "Purchasers and/or tenants are advised that the homeowner's builder is responsible for the timing and coordination of rectifying lot grading matters which occur prior to assumption."

- p) "Purchasers and/or tenants are advised that prior to the placement of any structures in side and rear yards, the Zoning By-law should be reviewed to determine compliance and that a Site Alteration Permit may be required prior to proceeding to do any site work."
- q) "Purchasers and/or tenants are advised that private landscaping is not permitted to encroach within the Town's road allowance, public open space or Natural Heritage System area. Any unauthorised encroachments are to be removed by the homeowner prior to Assumption."
- r) "Purchasers and/or tenants are advised that an overall grade control plan has been approved for this Plan and further some lots will incorporate the drainage of adjoining lots through the design of swales and rear lot catch basins."
- s) "Purchasers are advised that any unauthorized alteration of the established lot grading and drainage patterns by the homeowner may result in negative drainage impacts to their lot and/or adjoining lots."
- t) "Purchasers and/or tenants are advised that the homeowner's Builder is required to ensure the lot is graded to the approved lot grading plan and to have the lot grading certified prior to the reduction/release of any post lot grading securities. The Builder is to advise the purchaser once the lot has been graded to the approved plan and certification has been provided to the Town. The purchaser and/or tenant will be provided a period of time in which contest any grading issues. Should the purchaser not contest the grading certificate completed by the Builder, the purchaser will then assume full responsibility for the lot grading beyond that point. Purchasers are advised that they are not permitted to modify or alter the grading of their lot without prior written approval from the Town of Oakville."
- u) "Purchasers are advised that the following street(s) in the area may be designated as interim or permanent bus routes, and that bus stops and shelters may be installed along the street(s): Streets "A", "B", "O" and "Wheat Boom Drive"
- v) "Purchasers and/or tenants are advised that home/business mail delivery will be from designated Community Mail Boxes and that purchasers are to be notified by the developer/owner regarding the exact centralized mail box locations prior to the closing of any home sales."
- w) "Purchasers are advised that the schools on sites designated for the Halton District School Board or Halton Catholic District School Board in the community are not guaranteed. Attendance in the area is not guaranteed. Pupils may be accommodated in temporary facilities and/or be directed to schools outside of the area."
- x) "Purchasers are advised that school buses will not enter a cul-de-sac and pick-up points will be generally located on through streets convenient to the Halton Student Transportation Services. Additional pick-up points will not be located within the subdivision until major construction activity has been completed."
- y) "Purchasers are advised that Village Squares will contain children's play equipment that may generate noise or nuisance to those homebuyers who purchase adjacent to parks and open space. Village Squares may also contain community mail boxes. Community Parks may also include the provisions for sports field lighting that may generate noise or nuisance to homebuyers who purchase adjacent to community parks."
- z) "Purchasers are advised that Town Stormwater Management Ponds will be subject to scheduled maintenance and periodic cleanout in accordance with Town requirements."
- aa) "Purchasers are advised that driveway entrance widenings or modifications will not be permitted where they impact on the availability of on-street parking space. Property Owners must take note of the available parking space on their own private lot and purchase homes with knowledge that additional space for more personal / family vehicles may be limited or unavailable."
- bb) "Purchasers are advised that Catholic school accommodation may not be available for students residing in this area, and that you are notified that students may be accommodated in temporary facilities and/or bussed to existing facilities outside the area. Halton Catholic District School Board will designate pick up points for the children to meet the bus on roads presently in existence or other pick up areas convenient to the Board."
- cc) "Purchasers are advised that North Oakville is founded on the principle of public transit as a priority and as such buses with varying frequencies of services are expected to operate throughout the neighbourhoods. Residents are expected to accept bus operations, with their associated impacts as a reality along roadways of this community. Transit infrastructure including bus stops and bus shelters may be located on municipal streets within subdivisions either as temporary and/or permanent features."
- dd) "Purchasers are advised that Public roads are expected to accommodate pedestrians, cyclists and vehicles of all types. Temporary and/or permanent public parking along municipal roads except laneways adjacent to any property can be made available for on-street parking by the public and is not reserved for use by the property Owner. This will be most evident in close proximity to parks, schools, laneways and commercial or mixed use districts where visitors to these locations will be encouraged to park on-street in accordance with municipal requirements as on-site parking space will be minimal or non-existent."
- ee) "Purchasers are advised that there is the potential for high water pressures within the subdivision"
- ff) "Purchasers and/or tenants of lots in proximity to Dundas Street are advised that noise attenuation barriers may be located adjacent to the lot on public property and that no modifications or alterations are permitted to the noise attenuation structure."

Schedule "G"

Finishes, Upgrade and Additional Extras

1. All purchases at the sales office are inclusive of all applicable taxes and rebates when included in the purchase price as shown in the Agreement of Purchase and Sale between the parties. All charges for options and extras purchased at the Décor Studio are in addition to and not included in the purchase price shown in the Agreement of Purchase and sale. The Décor Studio option and extra charges shall be added to the Purchase Price in the form of an Addendum and will be subject to HST, less all applicable Décor Studio incentives. Décor Studio incentives given at the time of sale have no cash value and are inclusive of HST and cannot be used towards alternate plan layouts. The Addendum for Options and Extras prevails over any other representations made outside this Agreement. If an extra or option is omitted from the completed Dwelling, for any reason whatsoever, the Purchaser shall be credited with the amount which the Purchaser was charged for such extra and this credit shall be the limit of the Vendor's liability, subject to the terms in this Schedule "G". The Final Purchase Price on the Statement of Adjustments will be the value of shown in the Agreement of Purchase and Sale, in addition to all Addendum(s) for options and extras and will be subject to Land Transfer Tax.

2. The Vendor has obtained the services of a professional in-house design specialist to assist the Purchaser with the selection of finishes and extras for the Dwelling from the Vendor's standard samples. The Purchaser covenants and agrees to attend within seven (7) days of notification to make these selections (the "Selection Period") and they will be noted on the Addendum and when completed shall constitute part of this Agreement (the "Colour Chart"). The design professionals shall schedule appointments with the Purchaser during business hours. In the event that the Purchaser cancels a design meeting upon less than 48 hours' notice with the design professional the Purchaser will be charged a Five Hundred (\$500.00) dollar rescheduling fee for such a cancellation, such amount will be added as a charge on the addendum. For purposes of the selection of finishes, upgrades and extras (and where there is more than one Purchaser), other than as set out in the Agreement of Purchase and Sale, it is agreed that the Purchaser attending the consultations with the design specialist shall have the authority to bind the other Purchaser(s) as to the chosen finishes, upgrades and extras

3. Any changes, variations or additions to the extras that are requested by the Purchaser after the expiry of the Selection Period shall be at risk of the Purchaser, and the Vendor does not provide any assurances or guarantees whatsoever that any such changes, variations or additions to the extras will be completed by the Vendor, or the Vendor may, at its sole discretion, disregard any request in respect of any extras or changes, variations or additions submitted after the expiry of the Selection Period. In the event that the Vendor is able to provide changes, variations or additions to the extras requested by the Purchaser after the expiry of the Selection Period, there shall be an administration fee of Five Hundred (\$500.00) dollars per item. In the event that the Purchaser requests any amendment to the Colour Chart after the date on which the Colour Chart is finalized and executed by Purchaser, the Purchaser agrees to pay all costs associated with such amendment plus a colour chart Addendum fee of eight hundred and fifty (\$850.00) Dollars each time the Colour Chart is modified at the request of the Purchaser. For greater certainty, the Purchaser acknowledges and agrees that the Vendor shall have no obligation to accommodate any requested amendment to the Colour Chart, which shall be in the Vendor's sole and absolute discretion.

4. In the event that any item(s) on the Colour Chart including any extras or upgrades are unavailable or will not be available in a timely fashion (as determined by the Vendor in its sole discretion) the Purchaser shall be permitted to attend within 7 days of written notification to re-select an alternate from the Vendor standard samples, for the unavailable item(s) only. In the event that the Purchaser does not, or refuses to, select or reselect within the times noted herein the Vendor shall be permitted to make said required selections without the consent or approval of the Purchaser, of which the Purchaser hereby irrevocably agrees with, and each selection made by the Vendor herein shall be subject to a Five Hundred Dollar (\$500.00) adjustment per selection made on the Statement of Adjustment. Notwithstanding the foregoing, at the sole option and discretion of the Vendor, such failure shall be deemed to be a Fundamental Breach of Contract (hereinafter this Agreement referred to as "FBOC") entitling the Vendor to terminate this Agreement and all monies paid by the Purchaser pursuant to this Agreement shall be forfeited to the Vendor in addition and without prejudice to any other remedies available to the Vendor arising out of such default. If the Purchaser's failure to select or reselect in a timely manner results in or contributes to the delay of the Closing Date, as determined by the Vendor in its sole discretion, the Vendor may add as an adjustment on the Statement of Adjustments an amount equal to the compensation payable to the Vendor by the Purchaser with a charge of Five Hundred (\$500.00) dollars per day for each day that the Closing Date was delayed. Notwithstanding anything herein to the contrary, in the event that the Vendor is unable to install or construct the extras or any part thereof as a result of any act or omission of the Purchaser or its agents, then the Purchaser shall not be entitled to any credit whatsoever on account of any extras not installed or constructed by the Vendor, nor shall the Purchaser be entitled in the return of any monies paid by him for or on account of the extras.

5. Purchaser acknowledges and agrees that all prices in the Addendum for Options and Extras are subject to review and change by the Vendor. Pricing in the Addendum for Options and Extras shall match the pricing provided to the Purchaser at the time that they are contacted to book their Décor Studio appointment, except where the cost to the Vendor for such options has in the interim been increased by suppliers. The Purchaser will be notified of any discrepancies in pricing (either negative or positive) and will be charged or credited appropriately. In the event the Purchaser does not agree with a pricing difference, the Purchaser may elect not to proceed with the particular Options and Extras affected therein, and the Vendor shall refund any monies paid to the Purchaser by way of a closing adjustment on the Statement of Adjustments. The Vendor may elect at any time not to proceed with any or all optional extras and, in the event of such election, the monies paid for any extras the Vendor elects not to proceed with shall be returned to the Purchaser as an adjustment in the Statement of Adjustments upon Closing. The cost of extras is non-refundable in all other circumstances, except in accordance with Tarion requirements under the Ontario New Home Warranty Plan Act.

6. The Purchaser specifically acknowledges that colour or shade variances sometimes occur in finishes due to manufacturing or ordinary variation within natural products and may vary from the Vendor samples. The Purchaser shall accept any such colour/shade without any right of abatement of the Purchase Price and in full satisfaction of the Vendor's obligations herein. No changes shall be permitted for those selections which the Purchaser is entitled to make, without the prior written consent of the Vendor (which consent may be arbitrarily withheld), and in the event any item for which the Purchaser has a selection right has been previously installed or completed, then the Purchaser shall be deemed to have accepted the installed/completed item. Notwithstanding anything herein contained, non-installation of such selections by the Closing Date shall not entitle the Purchaser to extend the Closing Date or to an abatement in the Purchase Price.

7. All amounts paid for extras shall be non-refundable in the event that this transaction is not completed for any reason whatsoever save for the default of the Vendor or as required by the Ontario New Home Warranties Plan Act ("Tarion"). If any of the extras ordered by the Purchaser are not supplied, the Vendor shall refund to the Purchaser on or after the Closing Date the amount paid by the Purchaser in connection with such extras, and the amount so paid by the Purchaser (or for which at the Vendor's option, the Purchaser is to receive a credit on the Statement of Adjustments) shall be accepted by the Purchaser as a full and final settlement of any claims by the Purchaser with respect to such extras and the Purchaser acknowledges that the Vendor's liability with respect to any and all such extras shall be limited to the return of the amounts referred to, as aforesaid, and upon such payment being made or credit being given, the Vendor shall be released from any and all obligations with regard to such extras.

PAYMENT OPTIONS

The Purchaser acknowledges that at the time of signing the Addendum for Options and Extras, all Options and Extras are final and any request for changes are subject to the aforementioned fees. Payment must be made at the time of signing the Addendum for Options and Extras by means of the following two payment options:

1st Payment Option Pay in Full by way of Cheque or Bank Draft:

1. Full Payment of the Total Cost of Options and Extras in 2 installments as follows:
 - a. 1st instalment: Pay in 50% of the Total Cost of Options and Extras is required at time of signing the Agreement for Options and Extras
2. 2nd Instalment: 50% of the Total Cost of Options and Extras is due on the date that is one month following payment of the 1st instalment.

2nd Payment Option by way of Deposit with Balance Due on Closing:

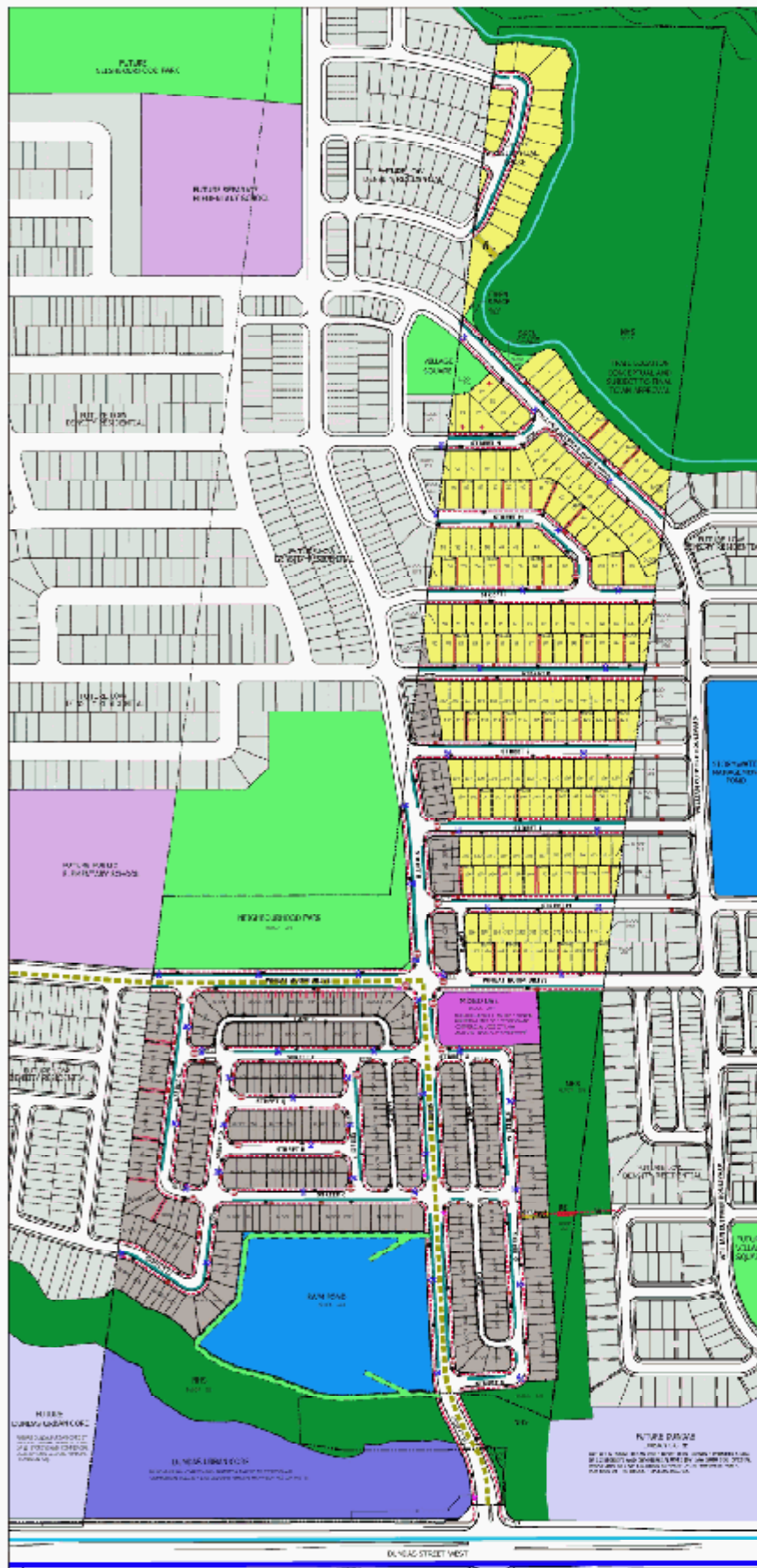
1. This option requires a minimum deposit payment of 50% of the Total Cost of Options and Extras upon signing of the Addendum for Options and Extras. In addition, a minimum of \$1,000.00 of Options and Extras must be ordered (not including any incentives as part of the original Agreement of Purchase and Sale), otherwise payment option one (1) must be selected. Deposit payment shall be made by Cheque or Bank Draft.

If Purchaser pays any installment or deposit by way of cheque and said cheque is returned NSF or for any other reason, the Purchaser agrees to replace the cheque with a bank draft within 3 days of receiving notice from the Vendor that the cheque was returned. In the event the Purchaser fails to replace the cheque with a bank draft within 3 days of receiving notice of same, the Vendor shall treat same as a FBOC and, at Vendors sole option and discretion, the Vendor may terminate the Agreement of Purchase and Sale and any other agreements between the parties thereto and all monies paid by the Purchaser pursuant to this Agreement shall be forfeited to the Vendor in addition and without prejudice to any other remedies available to the Vendor arising out of such default.

Purchaser acknowledges having read and understood the terms and conditions on this Addendum for Options and Extras and has confirmed all optional extras are correct. Failure by the Purchaser to fulfill all of the Purchaser's obligations hereunder shall constitute a FBOC of the Agreement of Purchase and Sale, this Addendum for Options and Extras, and any other agreements between the parties

The Purchaser acknowledges and agrees that in the event that any or all instalments are not paid as described in the two (2) options listed above, the Vendor reserves the right to not complete any or all Options and Extras selected at Vendor's sole discretion, without refund of amount already paid.

Schedule "HBIM"



**SUBJECT TO
CHANGE
PENDING TOWN
APPROVAL**

SCALE 1:2500



**Preliminary
Neighbourhood
Information Map**
ARGO (JOSHUA CREEK)
Town File No. 24T-20002/1308

Land Uses and Unit Types

- 1-2 Storeys**
Single Detached - 222 Units
- 2-4 Storeys**
Townhouses - 286 Units
- Mixed Use (5 Storeys)**
Apartment Units - 95 Units
Condominium Units (12 Storeys)
Apartment / Townhouse Units - 927 Units
- Other Land Uses**
Park Land / Open Space
Natural Heritage System Area
Stormwater Pond
Future School
Future Detached Urban Core
Walkway Block
Other Phases/Residential Areas

Legend

- Sewer
--- Trail
--- Stormwater Pond Access Road
--- Potential location of on-street parking
--- Pedestrian Bridge Crossing
--- Canada Post Community Mailbox
--- Purchasers are advised that due to proximity of village square or neighbourhood park, sound levels from these lands may at times be audible
- Potential location for stop signs
--- Potential bus stop location
--- Primary Transit Corridor Service
--- Secondary Transit Corridor
--- Bypass Corridor
- Sewerlight
--- Transformer
--- Hydrant
- Chain Link Fence
--- Easement on private property
--- Recycled sidewalk
--- Pedestrian Walkway
- Location of ground utilities are currently being reviewed. Location shown for ground utilities are approximate and are subject to change

**NOTICE TO NEW HOME
PURCHASERS**

This map, and the following list, is intended to provide potential home buyers with general information about the neighbourhood and the surrounding area. If you have specific questions, you are encouraged to call the Town's Planning Department during normal business hours which are 8:30 am to 4:30 pm, Monday to Friday.

This map is based on information available on (July 2021) and may be revised without notice to purchasers.

- The map shows that there will be several types of proposed and potential housing and building heights in the subdivision.
- Sites shown on the map for future schools, townhouses, parks, shopping, etc. could have driveways anywhere along their street frontage.
- Some streets in this subdivision will be extended in the future and temporary access roads may be closed.
- There may be catch basins or utilities easements located on some lots in this subdivision.
- Some lots and blocks will be affected by noise from adjacent roads, industries or aircraft and warnings will apply to purchasers.
- Some dwelling units are in proximity to commercial, institutional and/or school uses from which activities may at times be audible. The map shows that some of the lots affected by noise will be fitted with noise barriers and some of the homes will be provided with central air conditioning to allow bedroom windows to be closed if necessary due to the noise.
- Neighbourhood Park Block 294 and Village Square block 274 will be developed as an active park(s) and may contain play equipment, walkways, lighting, landscaping and passive use free-play areas. Residents close to Block(s) 294 & 274 may be disturbed by noise and lighting from the park. For detailed information pertaining to park or open space issues, please call the Town's Parks & Open Space Department 905.845.6601
- Natural Heritage System, valleys, woodlots and stormwater management ponds in this subdivision will be left in a natural condition with minimal maintenance and no grass cutting, only periodic removal of debris. Residents adjacent to these blocks are requested to limit the use of pesticides and fertilizers to reduce adverse effects on the NHS.
- Purchasers and/or tenants of units within Blocks 213 and 214 are advised that a pedestrian bridge over the Natural Heritage System (Block 292) will abut the subject property or will be in close proximity to the subject property. During normal use of, and activity on, the walkway/pedestrian bridge, some noise could occasionally be generated that may potentially interfere with outdoor activities on the subject property. The location of the walkway/pedestrian bridge could result in overlook/privacy concerns
- Community mailboxes will be directly beside some lots.
- Purchasers are advised that the final location of walkways in Block 299 may change without notice.

- School sites in this subdivision may eventually be converted to residential uses.
- Most streets contain on-street parking, and may be available for overnight parking, subject to parking permits.
- The completion of some dwellings in this subdivision may be delayed until after the completion of exterior finishes on the adjacent buildings.
- There may be Transit bus routes on some streets within this subdivision with stops beside some homes. Oakville Transit reserves the right to introduce transit services and facilities such as bus stops, shelters, pads, and associated amenities on any municipal right-of-way to provide effective service coverage.
- Boulevard trees will be planted according to Town standards and a tree will not necessarily be located in front of every home. Purchasers are further advised that home builders are not permitted to charge a purchaser separately for the cost of trees, sodding, fencing and paving of the driveway apron. The Town will not reimburse purchasers, nor assist in any recovery of moneys paid, under any circumstance.
- The design of features on public lands may change. Builders' sales brochures may depict these features, however, the Town has no control over builders' sales brochures.
- Gates are not permitted in fences when lots abut the Natural Heritage System, a trail, valleyland, active park, woodlot or stormwater management pond.
- The Town's Zoning By-law regulates the width of driveways. Please do not have your driveway widened before inquiring about the permitted driveway width for your lot.
- This community is subject to Architectural Control. Models available for sale have to be pre-approved by the Control Architect and certain models may not be available for some of the lots. Check with your builder regarding the particular situation for the model and lot you intend to purchase.
- Halton Region is responsible for household garbage, recycling and green bin collection. For further information, please call 311 or visit Halton.ca
- For further general information on proposed and existing land use, please call the Town's Planning Department 905.845.6601.
- For detailed grading and berming information, please call the Town's Development Service Department 905.845.6601

Director of Planning Services

Digitally signed by
Gabriel Chénier
DN: cn=Gabriel Chénier,
ou=2021-07-27
210600-44507

Date: July 27, 2021

Schedule "I"
Specifications and Inclusions

JOSHUA CREEK - MONTAGE
FEATURES & FINISHES - Towns

EXTERIOR FINISHES

- Superior architecturally designed elevations with finishes that include clay brick and low maintenance cement board and metal siding, veneer stone with architectural features in other materials, as per elevations. House sittings and exterior colours will be architecturally coordinated.
- Exterior colour package is pre-determined and cannot be altered.
- Architectural styled fibreglass shingles with a Manufacture's Lifetime Limited Warranty.
- Structurally sound 2" x 6" exterior wall construction.
- Exterior coach light and plaque-style house number.
- Insulated garage door with window-lites with Liftmaster 1/2H.P. electric operator and one (1) Digital Entry Keypad.
- Insulated entry door from garage with smart lock and self-closing hinges, if grade permits.
- Fiberglass insulated front door and exterior vinyl cladding and interior wood jamb.
- Upgraded exterior door hardware with deadbolt.
- Aluminum maintenance-free soffit, downspouts and eaves-trough.
- Poured concrete foundation walls.
- Party wall construction above grade separating living units.
- All vinyl casement windows or fixed windows throughout with frame colour to reflect applicable elevation and pre-determined exterior colour package.
- All windows to have low e coating, argon gas and folding handles. All windows to be complete with screens.
- Professionally graded and sodded lot and asphalt driveway.
- Poured concrete front porch.
- Walkways, precast slabs and steps at the front area where applicable. The number of steps at the front may vary from that shown according to grading condition and municipal requirements and cannot be guaranteed.
- One (1) exterior water tap in garage.
- Garage floor and driveway sloped for drainage.
- Entire garage to be drywalled, taped and primed including the ceiling (excluding exposed concrete walls).

INTERIOR FINISHES

- 9'0" high ceiling on third floor, 9'0" high ceiling on second floor and 9'0" ceiling on ground floor. (excluding bulkheads and dropped ceilings where required for mechanical).
- Stained or natural oak staircase from main floor to second floor with solid oak treads, oak veneer stringers and risers. Platform(s) and landing(s) to be completed with stained pre-finished engineered oak flooring chosen from Vendor's standard samples.
- Oak posts including handrail and pickets in stained or natural finish with solid oak nosings.
- All knee walls, ledges and window seats to be capped with MDF.
- 2-panel smooth interior passage doors and closet doors.
- Choice of 5-1/2" Colonial baseboard and 2-3/4" Colonial casing or 5-1/2" Flatstock Baseboard and 2-3/4" casing.
- Trim casing on all swing doors and windows throughout all finished areas.
- Satin nickel finish hinges and lever-style handles on all interior doors in finished areas.
- All drywall to be installed with screws, using minimal nails.
- Engineered floor system throughout with tongue and groove subflooring to be glued, nailed, screwed and sanded.
- Interior walls to be painted with premium quality paint from Vendor's standard samples.
- Interior trim and doors to be painted semi-gloss white. Ceiling(s) to be painted flat white.
- All rooms to receive sprayed stipple ceilings with 4" smooth borders.
- Kitchen, bathroom(s), powder room and finished laundry room, underside of drywall finished stairwells to receive smooth ceilings.

KITCHEN

- Exclusive customized kitchen with premium cabinetry from a selection of Vendor's standard samples.
- Exquisite choice of granite countertops from vendor's standard samples in kitchen.
- Enhanced height uppers in all kitchens.
- Deep upper and gables to enclose fridge area.
- Contemporary choice of pulls, in polished chrome, brushed nickel, and matte black options as standard.
- Whisper-touch "soft-close" hinges and drawer glides included on all doors and drawers in the kitchen.
- Purchaser's choice of ceramic tile backsplash from Vendor's standard samples.
- Stainless steel double compartment undermount sink with upgraded single lever faucet and pull-down spray.
- Professional-style stainless steel range hood.
- Heavy-duty receptacle for stove.
- Dedicated electrical outlet for refrigerator.
- Dishwasher space provided in kitchen cabinets with rough-in wiring, water shut off valve and drain.
- Electrical outlets at counter level for small appliances.
- USB plug at counter level.

BATHS

- Full height water-resistant board in shower enclosed areas.
- Choice of 8" x10" ceramic wall tile from Vendor's standard samples for tub/shower enclosure walls and site framed shower enclosure walls up to ceiling.
- Purchaser's selection of premium vanity cabinets and laminate countertops in all ensuite and main baths from the Vendor's standard samples.
- All vanities include Whisper-touch "soft-close" hinges and drawer glides included on all doors and drawers.
- Decorative lighting in all bathrooms and powder rooms.
- Mirrors in all bathroom(s) and powder room.
- White bathroom fixtures from Vendor's standard samples including elongated toilet.
- White acrylic bathtubs in all main and secondary bathrooms as per plan.

- Framed glass enclosure in all primary ensuites with rain head type shower head from Vendor's standard samples.
- Exhaust fan(s) vented to exterior in all bathroom(s) and powder room.
- Privacy locks on all bathroom and powder room doors.
- Chrome upgraded faucets with pop up drains in all bathrooms and powder room sinks from Vendor's standard samples.
- Pedestal sink in powder rooms.
- Bathroom and powder room accessories to include chrome finish matching towel bar and toilet tissue holder.
- Pressure balance & temperature control valves to all showers.
- Hot and cold shut-off valves at all sinks.

LAUNDRY

- Purchaser's choice of double upper cabinets above washer & dryer location from Vendor's standard samples, as per plan.
- Laminate countertop and base cabinet from Vendor's standard samples with stainless-steel sink with premium single lever laundry faucet in the Vauxhall model (VH02).
- Electrical outlet for washer and dryer, includes dryer vent.

ELECTRICAL

- 100 Amp service with circuit breaker type panel.
- All wiring in accordance with Electrical Safety Authority standards and Ontario Electrical Safety Code.
- White Decora switches and plugs throughout the house.
- Tamper- resistant receptacles installed where required.
- One electrical outlet under electrical panel.
- Electrical outlet(s) in all bathroom(s) and powder room include ground fault interrupter.
- One electrical outlet on both wall and ceiling per parking space in the garage.
- An exterior weatherproof electrical receptacle at front porch (where applicable)
- Light fixtures located in every room throughout predetermined as per plan.
- Recessed shower pot light in all separate shower stalls.
- Smoke/Carbon Monoxide Detector(s) as per OBC requirements.
- Electronic door chime.

HEATING/INSULATION FEATURES

- Centrally located programmable thermostat.
- Forced air high-velocity mechanical system.
- Complete central air conditioning.
- HRV (Heat Recovery Ventilator) accompanying furnace to provide fresh air and improve climate control.
- Caulking and weather-stripping on insulated fibreglass and metal entry door(s).
- All windows complete with exterior caulking.
- All windows installed with expandable foam to minimize air leakage.
- Spray foam insulation in garage ceiling where living space exists above garage.
- Energy efficient hot water heating appliance is a rental unit. Purchaser to execute agreement with Vendor.

FLOORING

- Premium vinyl flooring from Vendor's standard selection on ground floor.
- Stained pre-finished engineered Oak hardwood flooring (approximately 3-1/2" wide) in stained finish from Vendor's select samples on second floor, landing and in non-tiled or carpeted areas.
- Choice of 13"x13" ceramic tile flooring from Vendor's standard samples in all wet areas; bathrooms, mudroom, foyer, powder room, laundry room, kitchen (as per plan).
- Purchaser's choice of broadloom in all finished areas on third floor with upgraded foam underpad from Vendor's select samples.
- Concrete slab on grade ground floor.
- Concrete garage floor with reinforced grade beams.

SMART HOME FEATURES

- One (1) smart door lock
- Two (2) smart light switches
- One (1) smart thermostat
- One (1) smart flood sensor
- One (1) year free of smart home remote access provided by builder
- One (1) Pre-construction design consultation from Built-In Technology Inc.
- On-site system configuration, test, enrolment, and demo with purchaser
- Rough-in telephone wiring in the kitchen and primary bedroom
- Rough-in RG6 cable T.V. outlet in family room/great room and primary bedroom
- Alarm rough-in including rough-in for one (1) keypad controller on the ground floor, one (1) motion detector on the ground floor, all exterior doors and windows on the ground floor.

BUILDER'S WARRANTY/COVERAGE

- Hallett Homes is a licenced builder under the Home Construction Regulatory Authority (HCRA) and every new home is enrolled in TARION warranty program.
- This warranty includes:
 - a) The home is free from defects in material and workmanship from one (1) year.
 - b) The home remains free from defects in material and workmanship on electrical, plumbing, heating delivery and distribution systems, exterior cladding, caulking, windows and doors, and the building envelope and basement remains free from water penetration for two (2) years.
 - c) The home is warranted against all major structural defects for seven (7) years.

DISCLAIMER:

This Schedule I forms part of, and is to be read, in conjunction with the Agreement of Purchase and Sale.

Alternate layouts and options are not included in the base purchase price and must be purchased at the time of sale. Décor Dollars are inclusive of HST and are of no cash value and cannot be used towards alternate plan layouts.

The features and finishes listed above are included in the purchase price and are at no extra cost to the purchaser(s). All interior colour Selection will be made from the Vendor's standard samples. The Vendor reserves the right to substitute alternative materials and fixtures of equal or better quality. Variations in colour shades may occur in finishes due to manufacturing or ordinary variation within natural products and may vary from the Vendor's samples. Hardwood flooring may react to normal fluctuating humidity levels producing gapping or cupping, both considered to be within acceptable industry standards. Exterior colours are to be chosen by the Purchaser with the Vendor's approval, at the time of sale, and cannot be guaranteed. Model types, streetscapes and final house sitings are subject to final approval by the applicable municipality and Architectural Control. All illustrations and renderings are artist's concepts. The Purchaser(s) acknowledge that there shall be no reductions in the purchase price for any standard feature listed herein which is omitted at the Purchaser(s) request.

Interior photos are for display purposes only and may not represent standard options, see sales representative for further details.

All plans and specifications are subject to modification from time to time, according to Tarion Warranty Program rules and regulations. Actual square footage is measured per Tarion requirements and may vary slightly depending on elevation selected and construction variances. Ceilings and walls may be modified to accommodate mechanical systems. The Vendor will not allow the Purchaser to do any work and/or supply any material to finish dwelling prior the closing date. Due to grading conditions number of steps at front, rear, and garage entry may vary from that shown according to grading conditions and municipal requirements and cannot be guaranteed.

Specifications, terms and conditions are subject to change without notice. E. & O.E. June 2021.

Schedule "X"

DEFINITIONS

1. In addition to any other defined words or terms used throughout this Agreement, the defined terms set out below shall have the meanings ascribed to them as follows, namely:
 - (a) the "**Governmental Authorities**" means the local municipality in which the Lands (as hereinafter defined) are situate, together with any regional provincial or other governmental authority or agency having jurisdiction over the development of the Lands;
 - (b) "**Purchaser**" means the purchaser as shown on Page 1 of this Agreement;
 - (c) the "**Purchase Price**" means the purchase price of the Property as shown on Page 1 of this Agreement; and
 - (d) the "**Vendor**" means Hallett JC Corporation as shown on Page 1 of this Agreement.

TITLE

2. Provided that the title to the Property is good and free from all encumbrances, save as otherwise stated in this Agreement, the Purchaser specifically agrees to accept title subject to all restrictions, easements, encroachment agreements, reciprocal agreements, conditions or covenants that run with the land, and subject to all rights, licenses and easements now registered or to be registered hereafter for the supply and installation of telephone services, electricity, gas, sewers, water, television and/or cable facilities and such other services to or for the benefit of any adjacent or neighboring properties, or which may be required by the Vendor, the owner of the Lands or any owners of adjacent or neighbouring properties for servicing and access to or entry from such properties, (including, without limitation, easements, rights of way and/or agreements for access, service, support, amenities, cost-sharing and the like for and with adjacent or neighbouring property owners), and further subject to all development, site plan, subdivision or other municipal agreements or similar agreements entered into with any governmental authorities or agencies (all such agreements being hereinafter collectively referred to as the "Development Agreements. THE VENDOR SHALL NOT BE OBLIGATED TO OBTAIN OR REGISTER ON TITLE TO THE PROPERTY A RELEASE OF ANY OF THE DEVELOPMENT AGREEMENTS NOR A RELEASE OF THE REGISTERED RESTRICTIONS OR COVENANTS, NOR SHALL THE VENDOR BE OBLIGED TO HAVE ANY OF THE DEVELOPMENT AGREEMENTS, OR THE REGISTERED RESTRICTIONS OR COVENANTS DELETED FROM THE TITLE THERETO, AND THE PURCHASER SHALL SATISFY HIMSELF AS TO COMPLIANCE THEREWITH. The Purchaser agrees to observe and comply with the terms and provisions of the Development Agreements and all restrictions and covenants registered on title. The Purchaser further acknowledges and agrees that retention by the local municipality within which the Lands are situate (the "Municipality") or by any of the other relevant Governmental Authorities, of security (in the form of letter(s) of credit, performance bond(s), etc., satisfactory to the Municipality and/or any of the other Governmental Authorities) intended to guarantee the fulfillment of any outstanding obligations under the Development Agreements shall, for the purposes of the purchase and sale transaction contemplated hereunder, be deemed to be satisfactory compliance with the terms and provisions of the Development Agreements. The Purchaser further agrees to accept title on the Closing Date subject to one or more outstanding mortgages registered against the Property, provided that the Vendor delivers to the Purchaser its written undertaking to obtain and register of discharge of the said outstanding mortgages (insofar as same affect or pertain to the Property) within a reasonable time after the later of the Closing Date, or the date that all monies owing to the Vendor on account of the Purchase Price (including all monies secured by any vendor take-back mortgage having a term not greater than 30 days) have been paid in full by the Purchaser. The Purchaser also acknowledges that the wires, cables and fittings comprising the cable television system serving the Property are (or shall be) owned by the local cable television supplier.
3.
 - (a) The Purchaser agrees that this Agreement shall be subordinated to and postponed to the mortgage(s) arranged by the Vendor and any advances made thereunder from time to time, and to any easements or agreements referred to herein to which title may be subject. The Purchaser agrees to execute all necessary documents and assurances to give effect to the foregoing as required by the Vendor.
 - (b) The Purchaser shall not register, or cause to be registered, this Agreement on title to the Property and/or the Lands, nor any notice thereof, nor any caution or lis pendens with respect thereto, nor any certificate of pending litigation or other similar court process, until after the Closing Date, it being expressly understood and agreed by the parties hereto that in no event shall the Purchaser be deemed or construed to have any interest whatsoever in the Property and/or the Lands prior to Closing. Any registration by the Purchaser in contravention of this subparagraph shall constitute a fundamental breach of this Agreement, entitling the Vendor to the rights, remedies and powers hereinafter set out.
 - (c) The Purchaser further covenants and agrees to accept title to the Property subject to the covenants and restrictions hereinbefore and hereinafter described, and to accept a deed/transfer containing such covenants and restrictions (or any form similar thereto), and the Purchaser hereby undertakes and agrees to abide by such covenants and restrictions after the Closing Date, and to exact similar covenants and restrictions from his immediate successors in title to the Property, all of which shall be assigned to and for the benefit of the Vendor. The dominant lands to which the foregoing covenants and restrictions are intended to be annexed, and which are being benefited thereby, comprise all or any portion of the Lands, and any lands adjacent thereto or in the neighbouring vicinity thereof which are owed or retained by the Vendor.
 - (d) The Purchaser further agrees to accept title from the registered owner of the Property and to accept such owner's title covenants in lieu of the Vendor's, in the event that the Vendor is not registered owner of the Property on Closing. The Vendor shall be entitled to insert in the transfer specific covenants by the Purchaser pertaining to any or all of the restrictions, easements, covenants and agreements referred to in this Agreement, and in such case, the Purchaser may be required to execute the transfer prior to Closing, or the Vendor may require that the Purchaser deliver his separate written covenants on Closing.

REQUISITIONS

4. The Purchaser shall examine the title to the Property at his own expense, and shall not call for the production of any surveys, title deeds, abstracts of title, grading certificate, occupancy permits or certificates, nor any other proof or evidence of the title or the permissibility to occupy the Property, except such copies thereof as are in the Vendor's possession. The Purchaser shall be allowed to submit his requisitions as to title and with respect to any other matters, up until thirty (30) days prior to the Closing Date set forth in this Agreement, and if within that time the Purchaser shall furnish the Vendor in writing with any valid objection to title, or to any outstanding work order, which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, then this Agreement shall, notwithstanding any intervening acts or negotiations, be null and void, and the deposit monies therefore paid shall be returned to the Purchaser without interest or deduction, save for deductions for any extras or changes ordered by the Purchaser and as yet unpaid, and the Vendor shall have no further liability or obligation hereunder and shall not be liable for any costs or damages thereby. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title to the Property.

ADJUSTMENTS

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

- (a) realty taxes (including local improvement rates) on the Purchaser's Property; said realty taxes shall be estimated by the Vendor for the calendar year in which this transaction is completed and, at the option of the Vendor, may be adjusted as if such sum had been paid by the Vendor notwithstanding that the same may not by the Closing Date have been levied or paid, subject, however to readjustment upon the actual amount of said realty taxes being ascertained, and the Purchaser shall forthwith pay to the Vendor any balance owing to the Vendor upon receiving notice in writing thereof and the Vendor shall forthwith return to the Purchaser any balance owing to him. Municipal realty tax reassessment and/or supplementary tax bills relating to the Property issued subsequent to the Closing Date shall be the responsibility of the Purchaser;
- (b) any other prepaid or current expense, such as insurance premiums, gas, electricity, fuel, water, etc., any charges specifically for the connection or energization of water services and charges or costs for the purchase of the hydro and water meters and the installations of such meters;
- (c) the Purchaser shall be responsible for and shall pay on the Closing Date the enrolment fee paid by the Vendor for the Property to or at the direction of the "Tarion Warranty Corporation" (formerly Ontario New Home Warranty Program) under the Ontario New Home Warranties Plan Act and any Vendor licensing fees payable to the Home Construction Regulatory Authority ("HCRA") under the New Home Construction Act, 2017;
- (d) The Purchaser agrees to pay the full amount of any increases in municipal, provincial or other governmental levies (including hydro or boards of education), impost fees or charges, including but not limited to, any development charges or educational levies that may be made against the subject Property or paid as a requirement of obtaining a building permit, incurred by the Vendor;
- (e) (e) a \$1675.00 plus H.S.T. tree planting cost per lot. In the event the Vendor has undertaken an obligation to the Subdivider to contribute to the cost of subdivision aesthetic enhancement such as boulevard treatment or improvement, or landscaping, or subdivision entrance features, or corner lot fencing, or fences or retaining walls, in the subdivision, the Purchaser shall, on the date of Closing, reimburse the Vendor as to the cost thereof, the cost to be absolutely determined and apportioned by statutory declaration sworn on the part of the Vendor. The Purchaser acknowledges that a tree may not be located in front of the Dwelling Unit but shall be located by the Subdivider within the subdivision in accordance with the municipally approved plans.
- (f) a \$250.00 plus H.S.T. administrative fee shall be charged to the Purchaser for any cheque paid for a deposit, the Occupancy Fee or for any upgrades which is returned "N.S.F." or upon which a "stop payment" has been ordered; If Purchaser pays any installment or deposit by way of cheque and said cheque is returned NSF or for any other reason, the Purchaser agrees to replace the cheque within 3 days of receiving notice from the Vendor that the cheque was returned. In the event the Purchaser fails to replace the cheque with a bank draft within 3 days of receiving notice of same, the Vendor shall treat same as a FBOC and, at Vendors sole option and discretion, the Vendor may terminate the Agreement of Purchase and Sale and any other agreements between the parties thereto and all monies paid by the Purchaser pursuant to this Agreement shall be forfeited to the Vendor in addition and without prejudice to any other remedies available to the Vendor arising out of such default.
- (g) the Purchaser agrees to complete this purchase transaction with the Vendor's solicitors no later than 2:00 p.m. on the Closing Date and after 2:00 p.m. the Purchaser shall pay to the Vendor a further sum greater of Five Hundred (\$500) dollars plus H.S.T. or a sum equal to interest on the balance due on closing for one day at the Prime Rate of TD Canada Trust Bank as of the Closing Date plus 5%.
- (h) reimbursement to the Vendor of the insurance levy imposed on the transfer of the unit by the Lawyers Professional Indemnity Company
- (i) a fee of \$200.00 plus H.S.T. towards the costs of obtaining discharges of mortgages (full or partial) not intended to be assumed by the purchaser
- (j) The Purchaser will not alter the grading or interfere with the drainage of the Property contrary to the Municipally approved drainage patter, and provided that the lot grading has been complete in accordance with Municipally approved grading control plan, which may be modified or varied from time to time, the Purchaser is estopped both from objecting thereto and from requiring any amendments thereto. The Purchaser shall ensure that any lifting of sod and/or trenching for alternate utility suppliers, underground sprinkler systems, or otherwise, is property compacted and reinstated to original final lot grading levels, in default of which, the Vendor shall have recourse against the Purchaser for the cost of any necessary repairs, in addition to any other right or remedy. The purchaser is not permitted to alter the grading or drainage on their property and are not permitted to alter or convey any swale. The Purchaser agrees to pay on closing Seven hundred and Fifty (\$750.00) dollars plus H.S.T. for grading the property.
- (k) (k) 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. If the Purchaser changes solicitors or the Purchaser or its solicitor (i) fail to provide the aforesaid information; (ii) change or amend any of the information provided; or (iii) provide information to the Vendor or its solicitors that is incorrect or amended for any reason, the Purchaser shall be charged a fee of \$500.00 plus H.S.T. on the Statement of Adjustments. The Purchaser agrees to provide the Vendor's solicitor with a written direction as to whom title is to be conveyed no later than 30 days prior to the Closing, 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.
- (l) If the Purchaser, without the consent in writing of the Vendor, enters upon the Property and carries out changes or additions (the "Unlawful Works") to the Dwelling being constructed by the Vendor, the Purchaser will forthwith pay to the Vendor the amount incurred by it in order to correct any damages caused by the installation or existence of the Unlawful Works including, without limiting the generality of the foregoing, time lost by the resulting delays and interest on monies invested, and at the Vendor's option it may declare this Agreement null and void. In addition to the foregoing, if the Unlawful Works shall be determined by any inspector having jurisdiction in that regard as not complying with the statutes, by-laws or regulations applying thereto, the Purchaser shall forthwith carry out any required work to remedy any such non-compliance and failing which, the Vendor, at its option may carry out such work at the expense of the Purchaser which he shall pay to the Vendor forthwith upon written request for payment for same and/or at the option of the Vendor, it may declare this Agreement null and void. The Purchaser agrees that anything constructed by the Vendor which is not accessible due to the Unlawful Works shall not be covered by the Ontario New Home Warranties Plan. The Purchaser shall not enter upon the Property at any time without the consent in writing of the Vendor or accompanied by a representative of the Vendor. Failure to comply with the foregoing shall constitute a trespass by the Purchaser on the Property and will entitle the Vendor to bring criminal or civil proceedings for such trespass against the Purchaser.

- (m) The Purchaser agrees to a \$300 plus H.S.T. administrative charge for any exterior colour package reselelections requested by the homeowner. The Vendor does not guarantee any exterior colour package selection or reselection by the Purchaser as it is at the discretion of Architectural Control Guidelines. The Vendor shall retain the right to choose an alternative exterior colour package if the selection or reselection is declined by Architectural Control and the Purchaser hereby accepts said alternative colour selection. The Purchaser agrees that if an alternative colour selection is made by the Vendor, the Purchaser shall not be entitled to any refund of the herein administrative charge or with respect to any other monies paid pursuant to this Agreement.
- (n) The water meter is not included in the purchase if it is not the property of the Vendor. The Purchaser shall pay, or reimburse the Vendor for the cost of, or the charge made for, water service and installation of the water meter, and the cost of hydro installation and connection fee. In the event the Municipality requires the installation of air conditioning in the subject Dwelling Unit, the Purchaser covenants and agrees to pay the cost therefore as an adjustment on the date of Closing, such cost to be absolutely determined by statutory declaration sworn on the part of the Vendor.
- (o) The hot water heater and tank are not/may not be included in the Purchase Price and shall remain chattel property. The Purchaser agrees to forthwith execute, accept, assume and be bound by all required documents and/or contracts for the rental or lease to own of the said heater and tank in addition to any documents and/or contracts for the rental or lease to own pertaining to other utility suppliers 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 therefor from the Purchaser. If the hot water heater and tank are not on a rental basis the Purchaser shall pay or reimburse the Vendor on the date of Closing for the cost of said hot water heater and tank. The Purchaser agrees to accept the utility suppliers designated by the Vendor. Subsequent to Closing and prior to assumption of the Subdivision (as hereinafter defined) by the Municipality, if the Purchaser changes any or all of the utility suppliers, the Purchaser shall be responsible for the repair of any damage caused to the Property and neighbouring lands by such alternate utility suppliers and any costs incurred by the Vendor or Subdivider to restore the Property to the original state provided by the Vendor.

If any of the adjustments to be made on the Closing Date cannot be accurately determined at the time of occupancy, then the Vendor may estimate the adjustment to be made and there shall be a later and final adjustment when all the items to be adjusted can be accurately determined by the Vendor. The Closing Date shall in all circumstances be apportioned to the Purchaser.

- 6. If there are chattels involved in this transaction, the allocation of value of such chattels shall be estimated where necessary by the Vendor and sales tax may be collected and remitted by the Vendor. Except as otherwise specifically provided in this Agreement, the Purchaser shall be responsible for payment of any other taxes imposed on the Property by federal, provincial or municipal government, and in the event that any applicable legislation requires the Vendor to remit such taxes to any government, the Purchaser shall on closing pay the amount of such taxes to the Vendor.

- (a) The parties acknowledge and agree that the Purchase Price is inclusive of the Harmonized Sales Tax (the "HST") and the Federal Goods and Services Tax (the "GST") included in the HST payable pursuant to the Excise Tax Act (Canada- the "GST Legislation") and that the actual consideration for the Property, exclusive of the extras, requested changes, or adjustments as herein provided, is the amount derived by subtracting the HST payable with respect to the within transaction of purchase and sale less all refunds, credits and rebates available to the Purchaser pursuant to the GST and HST Legislation, including without limiting the generality of the foregoing, the GST/HST New Housing Rebate (the "GST/HST Rebate") which includes the Ontario New Housing Rebate, from the Purchase Price (the "Consideration"). The Purchaser acknowledges and agrees that the Vendor shall insert the. Consideration in Box four (4) of the Transfer/Deed of the Property to be delivered by the Vendor to the Purchaser on the Closing Date, less any amount allocated by the Vendor to the chattels included in the

the sale of the property to the Purchaser, less the maximum amount refundable in respect of the provincial portion of the HST pursuant to the applicable Ontario New Housing Rebate (the "HST Rebate") and the GST rebate (if any). However, the Purchaser shall be solely responsible for the payment of all taxes eligible in respect of any extra or other fees and charges not included in the Purchase Price. The Purchaser warrants, covenants and agrees to assign all of its right, title and interest in the GST/ HST Rebates to the Vendor and confirms that the GST/ HST Rebate shall be the sole and absolute property of the Vendor. The Purchaser shall on demand by the Vendor, execute and deliver on or before closing any assignments, directions, powers of attorney, applications, consents and/or other documents required by the Vendor in respect of the provincial and federal portion of the HST Rebate. The Purchaser hereby irrevocably designates and appoints the Vendor as his sole and lawful attorney with full power as attorney for the purpose of executing any documents contemplated under this paragraph. The Purchaser represents, covenants and agrees that he/she/they qualify for the full amount of the provincial and federal portion of the GST/HST Rebate and in the event that the Vendor does not receive the full amount of the Rebates available, due to the Purchaser failing to qualify for same, the Purchaser shall pay to the Vendor, forthwith upon request by the Vendor, an amount equal to that part of the GST/HST Rebates which the Vendor has been denied or has not received, and until so paid such amount shall form a charge against the property, which charge shall be recoverable by the Vendor in the same manner as a mortgage in default. In the event of non-qualification for the rebate, the Vendor shall have the right to register a Vendor's Lien for the amount of the rebates plus interest at 12% per annum and costs.

- (c) In consideration of the Purchase Price being inclusive of HST, the Purchaser hereby irrevocably assigns to and in favour of the Vendor any and all rights he may have on closing or thereafter to the GST/HST New Housing Rebate including the Ontario New Housing Rebate included in the GST/HST Rebate ("the Rebates"). In the event that the Purchaser qualifies for the Rebates, the Purchaser acknowledges having received credit from the Vendor for the amount of the Rebates to which the Purchaser is entitled pursuant to the GST/HST Legislation, and having assigned the Rebates to and in favour of the Vendor, and directs the Vendor to indicate same in any documentation pertaining to the Rebates.
- (d) Subject to subparagraph 6(e) below, the Purchaser covenants and agrees that he shall forthwith following the completion of the within transaction of purchase and sale personally occupy the Property or cause one or more of his relations (as defined in the GST/HST Legislation) to occupy the Property as his or their primary place of residence (as defined in the GST/HST Legislation) for such period of time shall then be required in order to entitle the Purchaser to the Rebate.
- (e) Subject to subparagraph 6(f) below, the Purchaser covenants and agrees to deliver to the Vendor on the Closing Date and from time to time thereafter any and all documentation and/or applicable forms as the Vendor shall request in order to facilitate the aforesaid assignment, including, without limiting the generality of the foregoing, an independent form of the Purchaser's covenant set forth in subparagraph 6(d) above.
- (f) In the event that the Purchaser shall for any reason fail to qualify for the Rebates, the Purchaser shall indemnify the Vendor in the amount that the Purchaser would have been entitled to had he so qualified for the Rebate, and in the event that such failure to qualify is known on or before the Closing Date, the Vendor shall be credited in the statement of adjustments with such amount and the Purchaser shall be relieved of his covenant under subparagraph 6(c) and the obligation to deliver an independent form of such covenant under subparagraph 6(d) above.
- (g) Notwithstanding any other provision herein contained in this Agreement, the Purchaser acknowledges and agrees that the Purchase Price does not include any GST/HST exigible with respect to any of the adjustments payable by the Purchaser to this Agreement, or any extras or upgrades purchased, ordered or chosen by the Purchaser from the Vendor which are not specifically set forth in this Agreement, and the Purchaser covenants and agrees to pay such HST to the Vendor in accordance with the HST Legislation.

PROHIBITION ON PURCHASER SELLING

7. The Purchaser covenants not to list for sale or lease, advertise for sale or lease, sell or lease, nor in any way assign his interest under this Agreement, or in the Property, nor directly or indirectly permit any third party to list or advertise the Property for sale or lease, at any time until after the Closing Date, without the prior written consent of the Vendor, which consent may be arbitrarily withheld. The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is or shall be incapable of rectification, and accordingly the Purchaser acknowledges, and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement and the Occupancy Agreement, effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply.

CONSTRUCTION MATTERS

8. (a) The Purchaser agrees to meet the Vendor's representative at the time designated by the Vendor prior to the Closing Date, to inspect the Property and to list all items remaining uncompleted at the time of such inspection together with all mutually agreed deficiencies with respect to the Property, on the Tarion Warranty Corporation (formerly the ONHWP) Certificate of Completion and Possession, in the form prescribed from time to time by, and required to be completed pursuant to the provisions of the Ontario New Home Warranties Plan Act, as amended, and the regulations made pursuant thereto (hereinafter referred to as "Tarion"). The said certificate shall be executed by both the Purchaser and the Vendor's representative forthwith after such inspection, and THE SAID CERTIFICATE SHALL CONSTITUTE THE VENDOR'S ONLY UNDERTAKING WITH RESPECT TO INCOMPLETE OR DEFICIENT WORK.
- (b) The Purchaser agrees that the incomplete and/or deficient items which are listed in the said Certificate of Completion and Possession represent the entire balance of the work to be completed by the Vendor with respect to the Property, and the Purchaser agrees that no further requests 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 acknowledges and agrees that any warranties or workmanship or materials, in respect of any aspect of the construction of the Property whether implied by this Agreement or at law or in equity, or by any statute or otherwise, shall be restricted to only those warranties deemed to be given by the Vendor under Tarion, and shall extend only for the time period and in respect of those items covered or provided by Tarion.
- (c) The Vendor shall complete the Property as soon as reasonably practicable, but the failure of the Vendor to complete the interior of the Property beyond the minimum standards required by the Municipality in order to permit occupancy thereof, on or before the Closing Date shall in no event entitle the Purchaser to refuse to close the within transaction on the Closing Date, or to fail to remit to the Vendor the entire amount of purchase monies required to be paid by the Purchaser hereunder, or to maintain any holdback of any part of the Purchase Price, and the Vendor hereby undertakes to complete the Property and all unfinished work or improvements thereto in accordance with this Agreement.
- (d) The Purchaser acknowledges and agrees that the Vendor may, from time to time in its sole discretion, or as required by any Governmental Authority, change, vary or modify the plans and specifications pertaining to the Property, (including architectural, structural, engineering, landscaping, grading, mechanical, site service or other plans) from the plans and specifications existing at the inception of the project, or as they exist at the time the Purchaser has entered into this Agreement, or as same may be illustrated in any sales brochure(s), model(s) in the sales office or otherwise, and the Purchaser shall have absolutely no claim or cause of action whatsoever against the Vendor or its agent(s) for any such changes, variances or modifications, nor shall the Purchaser be entitled to any notice therefor, and where any such change, variance or modification is material or substantial in nature.
- (e) The Purchaser acknowledges that 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 or to comply with finishes, in the event the Vendor through inadvertence installs an incorrect item or omits to install an item selected, then in either of such case the provisions of paragraph 4 above shall apply as if such item were an extra.
- (f) The Purchaser acknowledges and agrees that the filing of the consulting engineers' certificate(s) with the Municipality, or the issuance by the Municipality of an occupancy certificate or such other confirmation that the Property may be occupied shall, subject to the provisions of subparagraph 9(a) hereof, constitute complete and absolute acceptance by the Purchaser of all Construction matters, and the quality and sufficiency thereof including, without limitation, all mechanical, structural and architectural matters.
- (g) Notwithstanding anything contained in this Agreement to the contrary, it is understood and agreed by the parties hereto that in the event that construction of the Property is not completed on or before the Closing Date or any extension thereof as hereinbefore contemplated, for any reason except for the Vendor's willful neglect, or in the event the Purchaser cannot take possession of the Property on Closing by reason of any fire damage or other hazards or damages whatsoever occasioned thereto, the Vendor shall not be responsible or liable for reimbursing the Purchaser for any costs, expenses, or damages suffered or incurred by the Purchaser as a result of such delay or damage, and specifically shall not be responsible for any costs and expenses incurred by the Purchaser in obtaining alternative accommodation pending the completion of construction of the Property or the rectification of the damage, nor for any costs incurred in having to store or move the Purchaser's furniture or other belongings pending such completion or rectification work.
- (h) The Purchaser further agrees that the Vendor shall have the right to enter upon the Property after the completion of the within transaction, in order to complete and/or rectify those items which are included in the said Certificate of Completion and Possession, and the Vendor agrees to complete and/or rectify same within a reasonable time after Closing, having regard to the availability of equipment, materials and labour.
- (i) The Purchaser agrees that in no event shall the Purchaser be entitled to obtain possession of the Property unless and until the Purchaser has executed the said Certificate of Completion and Possession. In the event that the Purchaser has omitted to execute the said Certificate of Completion and Possession prior to the Closing Date, and the Vendor has duly attended at the Property for the purposes of completing the said Certificate and to inspect the Property, the Vendor shall have the unilateral right and option of either completing this transaction and refusing to allow possession of the Property by the Purchaser until such Certificate has been duly executed, or of terminating this Agreement, whereupon all monies paid hereunder as deposits or otherwise shall be forfeited to the Vendor as liquidated damages, and not as a penalty, in addition to (and without prejudice to) any other rights or remedies available to the Vendor, either at law or in equity.
- (j) The Purchaser acknowledges and agrees that they are a "home buyer" within the meaning of The Construction Act, as amended (and shall not constitute an "owner" as defined in the Construction Act), and as such, the Purchaser shall not be entitled to request or demand that any holdback for construction liens be maintained for any part of the Purchase Price on the Closing Date.

(k) 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 Unit with a look-out condition, or rear deck where so indicated in this Agreement, or vice versa. In the event that this home is described on the first page of this Agreement as having a "look-out", and such look-out is not possible then the Purchase Price herein shall be reduced by the price paid on the Agreement of Purchase and Sale. In the event that this home is not described on the first page of this Agreement as having a "look-out" and such look-out is required, pursuant to final approved grading and engineering plans, then the Purchase Price herein shall be increased by Fifteen Thousand (\$15,000) Dollars. Any credit or additional charge shall be made by way of adjustment on the Statement of Adjustments and shall be paid or credited on the Closing Date, which amount above includes HST;

(l) 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 Unit with a walk-up condition, or rear deck where so indicated in this Agreement, or vice versa. In the event that this home is described on the first page of this Agreement as having a "walk-up", and such walk-up is not possible then the Purchase Price herein shall be reduced by the price paid on the Agreement of Purchase and Sale. In the event that this home is not described on the first page of this Agreement as having a "walk-up" and such walk-up is required, pursuant to final approved grading and engineering plans, then the Purchase Price herein shall be increased by Twenty-Five Thousand (\$25,000) Dollars. Any credit or additional charge shall be made by way of adjustment on the Statement of Adjustments and shall be paid or credited on the Closing Date, which amount above includes HST.

(m) 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 Unit with a walk-out condition, or rear deck where so indicated in this Agreement, or vice versa. In the event that this home is described on the first page of this Agreement as having a "walk-out", and such walk-out is not possible then the Purchase Price herein shall be reduced by the price paid on the Agreement of Purchase and Sale. In the event that this home is not described on the first page of this Agreement as having a "walk-out" and such walk-out is required, pursuant to final approved grading and engineering plans, then the Purchase Price herein shall be increased by Thirty Thousand (\$30,000) Dollars. Any credit or additional charge shall be made by way of adjustment on the Statement of Adjustments and shall be paid or credited on the Closing Date, which amount above includes HST.

(n) The Purchaser hereby acknowledges that this subdivision is subject to architectural control and all site plans will be reviewed by the Municipalities' Urban Design team for approval. The Property may not, as yet, have undergone architectural control review. In the event that this home is not described on the first page of this Agreement as having a "side yard" or "rear yard" upgrade and such upgrade is required, pursuant to the final approved architectural control site plan, then the Purchase Price herein shall be increased by Ten Thousand (\$10,000) Dollars. Any additional charge shall be made by way of adjustment on the Statement of Adjustments and shall be paid or credited on the Closing Date, which amount above includes HST.

(o) The Vendor shall have the right, in its sole discretion, to construct the hereinbefore described Dwelling Unit either as shown on the sales brochures, renderings and other plans and specifications therefore, or to construct such Dwelling Unit on a reverse mirror image plan, including reversal of garage siting and reversal of interior floor plan layout, or to rotate same for corner lot units. Construction of a reverse mirror image plan, or rotated plan, of the Dwelling Unit is hereby irrevocably accepted by the Purchaser without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligations as to construction of the Dwelling Unit type hereinbefore described. Further, in the event the Vendor determines, in its sole discretion, to construct the Dwelling Unit at a grade level different than that depicted in the sales brochures, renderings and other plan and specifications therefore, necessitating the addition or elimination of a step or series of steps at any door to the Dwelling Unit, or any door from the garage to the interior of the Dwelling Unit, 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 Unit type hereinbefore described. The Purchaser further agrees to accept the Property subject to any retaining walls, catch basins, sump pumps (whether required before or after Closing Date) fencing or landscaping required pursuant to the Municipality approved plans.

(p) The Purchaser acknowledges that grading and sodding is normally done between June and October of any year. The Purchaser agrees that the Purchaser 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. If grass dies due to lack of watering, or other abuse, and is required to be replaced by the Vendor, then the Purchaser will be responsible for the cost of such new sod and labour, and the Vendor may deduct same from the Security Deposit, in addition to any other right or remedy. Notwithstanding the Tarion requirements concerning the timing of completion of Special Seasonal items, which include but are not limited to paving, grading and sodding, the Vendor is permitted to schedule same up to twenty-four (24) months from the Closing Date.

(q) The Purchaser agrees that neither the Purchaser nor the Purchaser's successors or assigns shall construct any fences, hedges, garden shed, patio or swimming pool, television antenna/dish or other structure on the Property until the Municipality has assumed all Subdivision Services.

9. The Purchaser hereby irrevocably constitutes and appoints the Vendor to be and act as his lawful attorney, in the Purchaser's name, place and stead, in order to execute the Tarion deposit receipt issued pursuant to The Ontario New Home Warranties Plan Act, as amended, and the regulations thereunder, issued by The Mortgage Insurance Company of Canada (or by any other insurer providing prescribed security for the Purchaser's deposit monies pursuant to the Act), if, in fact, same is produced by the Vendor, and in accordance with the provisions of The Powers of Attorney Act and/or The Substitute Decisions Act, as amended, the Purchaser hereby confirms and agrees that this power of attorney may be exercised by the Vendor during any subsequent legal incapacity to the Purchaser.
10. The Purchaser is advised that Tarion publishes a Licenced Builder Directory which lists the service records of builders who have been found to violate the warranties given by the Warranties Act and regulations. The information provided in this directory allows new home buyers to determine whether a builder is licensed, how many homes they've built, and show the builder's actual after-sales service record with Tarion. That rating system can be found at: <https://obd.hcraontario.ca/>. In order to maintain the integrity of this public rating system, the Purchaser covenants and agrees that any concerns with respect to closing delays, omitted items, substitutions, defects in materials and/or workmanship, sizes, dimensions, or warranty service that the Purchaser wishes to assert in a public setting other than the Ontario courts, shall be submitted to Tarion in accordance with the provisions of the Ontario New Home Warranties Plan Act and not to any other public or social media forum.

FINISHES

11. The Purchase Price shall include those finishes, floor coverings and paint colours more particularly set out in Schedule "I" annexed hereto. The Purchaser may choose the broadloom, tile and paint colour from the Vendor's samples pursuant to the procedure set out in Schedule "G".

12. (a) In the event that the Purchaser fails to make such selections as set out in Schedule "G", or in the event that the Purchaser fails to submit the requisite personal and financial information (and any other documents, instruments or verifications) which may be required or desired by the Vendor acting reasonably or pursuant to a provision of this Agreement, or if the Purchaser is in default under any other term or provision contained in this Agreement (and has failed to rectify such default within seven (7) days of being notified in writing to do so), then the Vendor shall be unilaterally entitled to make all colour and finish selections as contemplated in Schedule "G" above, on behalf of the Purchaser, and the Purchaser shall correspondingly be bound by such selections, and shall be estopped from instituting any claim(s) against the Vendor as the result of such selections and/or denying the Vendor's authority to make and implement same.

(b) In addition to the foregoing, in the event that the Purchaser chooses to up-grade or make changes to the standard materials and specifications for the Property which are otherwise provided by the Vendor, then the Vendor shall not be held liable for any delays in having the Property substantially completed sufficient to permit occupancy thereof by the Closing Date (provided such delays are as a result of such up-grading or revised work not being completed in time), and the Purchaser shall nevertheless be obliged to execute and deliver to the Vendor on the Closing Date all documents and instruments required to be given to the Vendor on the Closing Date, as hereinbefore provided or contemplated, and shall also pay to the Vendor the full balance due on closing pursuant to this Agreement notwithstanding that the Property may not be substantially completed by such date. If any of the extras, upgraded items, or changed items (hereinafter collectively referred to as the "Extras") ordered by the Purchaser, through the Vendor, are not supplied or completed, for whatever reason, by the Closing Date, then the Vendor shall refund to the Purchaser upon the Closing Date all amounts paid by the Purchaser to the Vendor in connection with same, and the amount so refunded by the Vendor to the Purchaser for the Extras (or for which, at the Vendor's option, the Purchaser shall receive a credit in the statement of adjustments on Closing) shall be accepted by the Purchaser as full and final settlement of any claim by the Purchaser with respect to the Extras, and the Purchaser acknowledges that the Vendor's liability with respect to the Extras shall be limited solely to the return of the amounts referred to as aforesaid, and upon such payment being made or credit being given, the Vendor and the Agent shall be released from any and all obligations, claims or demands whatsoever with respect thereto. It is understood and agreed that certain items in the model homes are for display purposes only and are not included in the purchase price unless specifically set out in said Schedule A. If any of the extras or changes ordered by the Purchaser are cancelled by the Purchaser prior to their ordering or installation, then the Vendor shall not refund to the Purchaser.

(c) It is further understood and agreed that the Vendor shall not be responsible or liable in any way to the Purchaser for the quality of, and/or workmanship with respect to the Extras, unless same are supplied and/or constructed directly by the Vendor, and then only if the Vendor specifically agrees in writing to be responsible or liable for same. The Purchaser shall be obliged to forthwith advise the Vendor in writing as to the details of all Extras (if same are not ordered directly from the Vendor) so that the Vendor may assess whether any revisions to the plans and specifications of the Property are needed, and/or whether any additional up-graded materials or changed items are required from other tradesmen or suppliers in order to facilitate or expedite the completion and installation of the Extras; and if such revisions or additional up-graded materials or changed items are required, as determined by the Vendor in its sole and unfettered discretion, then the Purchaser agrees to pay for all such costs and expenses attributable and/or incidental to the completion and installation of same, which costs and expenses shall be paid to the Vendor by cash or certified cheque forthwith upon the Vendor's written demand for payment thereof.

(d) The purchaser acknowledges that the Ministry of Finance of Ontario requires that "Extras" will be added to the Purchase Price shown on page 1 of this Agreement and the aggregate Purchase Price plus Extras plus Adjustments shown in Paragraph 5 will be shown as the "Consideration" on the Transfer to be provided to the Purchaser on closing and to which land transfer tax will be calculated and paid by the Purchaser in accordance with provincial government requirements.

TENDER

13. Any tender of documents or monies hereunder may be made respectively upon the Vendor or the Purchaser, or upon their respective solicitors, and money shall be tendered by negotiable cheque certified by a chartered bank or trust company. Such tender shall be made on the Closing Date, as appropriate, by the attendance of the parties hereto or their respective solicitors at the offices of the Vendors Solicitors, Agro Zaffiro LLP, 21 King Street West, 11h Floor, Hamilton, Ontario, Canada L8P 4W7 and in the absence of an appointment to the contrary, such attendance shall occur between the hours of 1:00 p.m. and 2:00 p.m. in the afternoon of such day. In the event that the Purchaser or his solicitor is not present at such office at the time as hereinbefore stipulated, and the Vendor or its solicitor or authorized representative is in attendance at such time, then the Purchaser shall be deemed for all purposes to have waived tender by the Vendor, and the Purchaser shall be estopped and forever barred from claiming any defect in the title to the Property or any deficiency in the construction thereof, or that the Vendor was unable or unwilling to complete this transaction in accordance with the provisions of this Agreement. The Purchaser hereby acknowledges and agrees that the key(s) to the Property shall be released to him directly from the sales office or the construction site office as soon as this transaction has been completed and all relevant documents have been exchanged and/or registered (as the case may be) in the appropriate Land Titles Office, and the Vendor shall not otherwise be required to produce or deliver a key to the Property on Closing, or as part of any tender in connection therewith. The Purchaser further acknowledges that the posting of closing documents by the Vendor's solicitor pursuant to the web program Conveyancer on the website convey.ca shall constitute a satisfactory Tender.

NOTICE

14. Any notice or document required or desired to be given to the Purchaser shall be deemed to have been sufficiently given if same is in writing, and either personally delivered to the Purchaser or to this solicitor at the addresses noted below, or mailed by prepaid ordinary post and addressed to the Purchaser or to his solicitor, and any such document or notice shall be deemed to have been given on the date of personal delivery or on the third (3rd) day (excluding Saturdays, Sundays, and statutory holidays) after the date of mailing, as the case may be. Any document or notice desired or required to be given to the Vendor shall be deemed to have been sufficiently given if same is in writing and personally delivered to an officer of the Vendor at the address noted below, (or at such other address as the Vendor may designate from time to time, upon notice being given to the Purchaser or the Purchaser's solicitor as hereinbefore provided), with a copy of same to be personally delivered to the Vendor's solicitor, and any such document or notice shall be deemed to have been given on the date of such personal delivery.
15. This offer by the Purchaser, constituted by his execution of this Agreement, shall be irrevocable by the Purchaser until 5:00 p.m. on the Irrevocable Date set out on Page 1 after which time, this offer may be withdrawn, and if so, same shall be null and void and the deposit shall be returned to the Purchaser without interest or deduction. Acceptance by the Vendor of this offer shall be deemed to have been sufficiently made if this Agreement is executed by the Vendor on or before the irrevocable date specified in the preceding sentence, without requiring any notice of such acceptance to be delivered to the Purchaser prior to such time.

MISCELLANEOUS

16. This Agreement is conditional upon compliance with the subdivision control provisions of The Planning Act, S.O., Chapter P.13, as amended.

17. Each party shall pay all costs of registration and taxes on their respective documents.
18. The Purchaser shall notify the Vendor's solicitor as to the manner in which title to the Property is to be taken and date(s) of birth and marital status of all persons taking title to the Property, and the address for service to be inserted in the transfer and in the event that the Purchaser fails to so notify the Vendor's solicitors by at least fifteen (15) days before the Closing Date, then the Vendor's solicitor shall be entitled to engross the deed or transfer of title to the Property, the name of the Purchaser, as noted on page 1 of this Agreement, and the Purchaser further agrees to accept the aforementioned conveyance in such manner, and acknowledges that he shall be bound thereby and shall be estopped from requiring any further changes to the manner in which the deed/transfer are so engrossed.
19. This offer, when accepted, shall constitute a binding agreement of purchase and sale. It is agreed and understood that there is no representation warranty, collateral term or condition affecting this Agreement or the Property, or for which the Vendor or the owner of the Lands (or the Agent or any sales representative) can be held responsible in any way, whether they be contained in any sales material, brochure, or alleged against the Agent or any sales representative or agent, other than as expressed herein in writing.
20. The Property shall remain at the risk of the Vendor until Closing. In the event of damage to the Property to a degree and by causes as determined by the Vendor in its sole discretion, the Vendor may at its option either repair the damage and finish the building and complete the sale, or may cancel this Agreement and return to the Purchaser all deposit monies theretofore paid, with interest at the rate prescribed under the Act, and the Vendor shall not be liable for any costs or damages incurred by the Purchaser thereby.
21. Notwithstanding the Closing of this transaction, and for a period of two (2) years thereafter, the Vendor or any of its authorized representatives shall be entitled at all reasonable times to enter the Property in order to make inspections, and to do any work or repairs to the Property required by the Vendor in its sole discretion.
22. (a) In the event that the Purchaser defaults on any of his obligations contained in this Agreement prior to Closing, and fails to remedy such default forthwith, if such default is a monetary default or within five (5) days of his being so notified in writing with respect to any other non-monetary default, then the Vendor, in addition to any other rights or remedies this Agreement provides, may, at its sole option, unilaterally suspend all of the Purchaser's rights, benefits, and privileges contained herein (including without limitation, the right to make colour and finish selection with respect to the Property as hereinbefore provided or contemplated), and/or unilaterally declare this Agreement to be terminated and of no further force or effect, whereupon all deposit monies theretofore paid, together with all monies paid for Extras or changes to the Property, shall be retained by the Vendor as its liquidated damages and not as a penalty, in addition and without prejudice to any other rights or remedies available to the Vendor at law or in equity. In the event of the termination of this Agreement for any reason or event which is hereinbefore expressly provided or contemplated, then the Purchaser shall be obliged, if applicable, to forthwith vacate the Property, and shall execute such releases and any other documents or assurances as the Vendor may require, in order to confirm that the Purchaser, in accordance with the terms of this Agreement, does not have (nor could be deemed or construed to have) any interest whatsoever in the Property, the Lands and/or this Agreement, and in the event the Purchaser fails or refuses to execute same, the Purchaser hereby appoints the Vendor to be his lawful attorney in order to execute such releases, documents and assurances in the Purchaser's name, place and stead, and in accordance with the provisions of The Powers of Attorney Act and/or the Substitute Decisions Act, as amended, the Purchaser hereby declares that this power of attorney may be exercised by the Vendor during any subsequent legal incapacity on the part of the Purchaser.
- (b) The Purchaser acknowledges and agrees that notwithstanding any rights which he might otherwise have at law or in equity arising out of this Agreement, he shall not assert any of such rights, nor have any claim or cause of action (as a result of any matter or thing arising under or in connection with this Agreement) against any person, firm, corporation or other legal entity, other than the person, firm, corporation or legal entity specifically named or defined as the Vendor herein, even though the Vendor may be found to be a nominee or agent of another person, firm, corporation or other legal entity, and this acknowledgement and agreement may be pleaded as an estoppel and bar against the Purchaser in any action or proceeding brought by the Purchaser to assert any such rights, claims or causes of action.
- (c) The Purchaser acknowledges and agrees this Purchase Agreement, the contents, terms and conditions of this Agreement of Purchase and Sale and any amendment thereto shall be kept confidential by the parties. Neither party shall, under any circumstances, discuss or reveal the details of this Purchase Agreement or any amendment thereto with any arm's-length parties including but not limited to, any other purchasers of new homes from the Vendor or other new home builders, real estate agents or others except in the following circumstances: (a.) with a mortgage lender, a lawyer or the Tarion Warranty Corporation, or (b.) as may be required by law.
23. Time shall be of the essence of this Agreement in all respects, and any waiver, extension, abridgement or other modification of any time provisions shall not be effective unless made in writing and signed by the parties hereto or by their respective solicitors who are hereby expressly authorized in that regard.
24. The Purchaser's covenants and agreements herein contained shall not merge on the Closing Date, but shall remain in full force and effect accordingly to their respective terms, notwithstanding the conveyance of title to the Property and the payment of the Purchase Price. The Purchaser agrees to give to the Vendor any further written assurances as to the non-merger of the Purchaser's covenants, on Closing, if so requested by the Vendor and/or the Vendor's solicitor.
25. The meanings of the words and phrases used in this Agreement and in any schedule annexed hereto shall have the meanings ascribed to them in the Act, unless this Agreement or the context otherwise requires a different meaning for same. This Agreement shall be read with all changes in gender and number required by the context. Any headings used throughout this Agreement are for use of reference only and shall not be deemed or construed to form a part of this Agreement.
26. **ASSIGNMENT AND RESALE:**
- The Purchaser shall not assign or enter into any agreement providing for the assignment or sale of his interest under this Agreement of Purchase and Sale without the prior written consent of the Vendor. The Purchaser shall not advertise the sale of such interest to the general public until the expiration of one (1) year after the date of closing, unless the prior written consent of the Vendor is obtained.
- In the event that the Purchaser receives an offer to purchase the Property from any other person at any time before the expiration of one (1) year after the date of closing, before accepting such offer, he shall first deliver an identical offer duly executed by him to the Vendor providing for the sale of the property to the Vendor together with a certified copy of the offer from the third party. Upon receipt of the third party's offer and the Purchaser's offer, the Vendor shall have twenty (20) days within which to either give written notice of its approval to permit the Purchaser to sell the property to the third party or accept the Purchaser's offer whereupon the Purchaser's offer shall constitute a binding Agreement of Purchase and Sale and shall be completed in accordance with its terms and provisions.

Assignment by Vendor - The Vendor shall have the right at any time prior to Closing to assign this Agreement of Purchase and Sale to any Company, Person, Persons, Firm or Corporation, either existing or to be incorporated, without the prior consent of the Purchaser and upon the Vendor giving the Purchaser a copy of such assignment whereby the assignee agrees to be bound by the terms of this Agreement of Purchase and Sale, the Vendor shall thereafter be free of all or any liability hereunder and the Purchaser agrees to complete the transaction as if such assignee were the Vendor named herein.

27. **RESTRICTIONS, WARNINGS ETC . PURSUANT TO SUBDIVISION AGREEMENT**

The Purchasers acknowledge having read the Restrictions, Warnings Etc. Pursuant to Subdivision Agreement attached hereto as Schedule "F".

28. This Agreement shall enure to the benefit of, and be binding upon, the parties hereto, and their respective heirs, executors, administrators, successor and permitted assigns.
29. The Purchaser acknowledges that the size of the dwelling unit as represented by the sale personnel is measured in accordance with industry standards and practice and, accordingly, may differ from measurements made using the Unit boundaries set out in the Declaration.
30. The Vendor and the Purchaser agree that the signing or initialing of an electronically transmitted fax copy of this Offer shall have the same effect as the signing or initialing of an original copy.

31. **ELECTRONIC REGISTRATION** - The closing of the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, R.S.O./S.O. 1991, Chapter 44, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the exchange of closing funds, non-registerable documents and other items (the "Requisite Deliveries") and the release thereof to the Vendor and Purchaser will (a) not occur at the same time as the registration of the Transfer/Deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) of the Vendor and the Purchaser receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the same lawyers. The Vendor and Purchaser irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers. The following terms and conditions shall form part of this Agreement:

- (a) The Purchaser shall retain a solicitor in good standing with the Law Society of Upper Canada to represent the Purchaser with respect to this Agreement;
- (b) The Purchaser shall direct his/her solicitor to execute an agreement as reasonably required by the Vendor's Solicitor (the "Solicitor Agreement") establishing the procedure for completion of this Agreement;
- (c) The Purchaser and Vendor acknowledge that the delivery of documents and/or money may not occur contemporaneously with the registration of the Transfer/Deed of Land and may be delivered in escrow pursuant to the Solicitor's Agreement;
- (d) If the Agreement cannot be completed in escrow pursuant to the Solicitor's Agreement, the Purchaser's solicitor shall attend at the offices of the Vendor's solicitor at such time as directed by the Vendor's solicitor or as mutually agreed upon to complete the Agreement; and
- (e) Tender shall have been validly made by the Vendor when the "Completeness Signatory" for the Transfer/Deed of Land has been electronically "signed" by the Vendor's solicitor and same shall be satisfactory evidence that the Vendor is ready, willing and able to complete the sale.

32. **ADDITIONAL FINANCIAL TERMS**

- (a) The Purchaser hereby agrees to submit, within fifteen (15) days following receipt of the acceptance of this Agreement, his/her social insurance number to the Vendor (if not already provided on page 1 hereof);
- (b) The Purchaser is hereby notified that a consumer's report containing credit and/or personal information may be referred to at any time in connection with this transaction and the Purchaser hereby consents to such report being obtained by the Vendor.
- (c) The Purchaser shall provide the Vendor and/or the Vendor's Solicitor, upon request, with written confirmation from the Purchaser's lender that the Purchaser has received mortgage approval for the purchase of the Property.
- (d) In the event that the Purchaser fails to submit the information, evidence and/or documents for approval within the time periods as hereinbefore set forth, and as often as the Vendor or the Vendor's solicitors shall require, or if the information, evidence and/or documentation submitted pursuant to the provisions of this Agreement or any amendment thereto is, in whole or in part, false or misleading, or if the Purchaser fails to disclose any relevant facts pertaining to his financial circumstances or abilities, then the Purchaser shall be deemed to be in default under this Agreement, and the default provisions of this Agreement shall apply.

Purchaser - -- --

Hallett JC Corporation

SCHEDULE "N-C"

Non-Canadians

Lot #: ___, Plan #: , TOWN of OAKVILLE (the "Property")

Purchaser: -- --

Vendor: Hallett JC Corporation

1. The Purchaser hereby acknowledges the provisions contained in the Prohibition on the Purchase of Residential Property by Non-Canadians Act, SC 2022, c 10, s 235 and all regulations thereto, as may be amended from time to time (herein collectively referred to as the “PRPNC Act”) which are in effect as of January 1, 2023, and has reviewed them with the Purchaser’s legal counsel.
2. The Purchaser covenants, warrants and represents to the Vendor that the Purchaser is not a non-Canadian as defined by the PRPNC Act, or if the Purchaser is a non-Canadian, that the Purchaser qualifies for an exception as set out in the PRPNC Act (an “Exception”) from the prohibition as set out in the PRPNC Act (the “Prohibition”).
3. In accordance with the PRPNC Act, a Non-Canadian is defined, as at December 1, 2022, as follows:
- A) individual that is neither a Canadian citizen, nor a person registered as an Indian under the Indian Act, nor a permanent resident;
 - B) a corporation incorporated otherwise than under the laws of Canada or a Province
 - C) a corporation incorporated under the laws of Canada or a Province whose shares are not listed on a stock exchange in Canada for which a designation under section 262 of the Income Tax Act is in effect and that is controlled by a person referred to in paragraph (A) or (B); and
 - D) a prescribed person (to be defined by regulation).

The definition of Non-Canadian may be further amended or revised in accordance with the regulations or changes to the PRPNC Act. If the Purchaser is unclear about their status under the PRPNC Act, they should seek legal advice from their solicitor.

4. If, on or before the Closing Date, the Purchaser is a Non-Canadian (and does not qualify for an Exception from the Prohibition), same shall constitute a breach under this Agreement of Purchase and Sale which shall, at the Vendor’s sole option, entitle the Vendor to terminate this Agreement and retain the deposit monies and all other monies paid pursuant to this Agreement of Purchase and Sale 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. Notwithstanding any provision of the Agreement to the contrary, the Purchaser shall not be permitted to either directly or indirectly sell, transfer, assign or direct title on or before Closing to any Non-Canadian.
5. The Purchaser hereby indemnifies and saves harmless the Vendor and all corporations and partnerships related, affiliated or associated therewith, and their respective directors, officers, partners, employees and agents, and their legal personal representatives, successors or assigns of each, from and against all loss, liability, claims, demands, damages, costs and expenses which may be made or brought against any of them, or which they may sustain by reason of the Purchaser being a non-Canadian or not qualifying for an Exception from the Prohibition in accordance with the PRPNC Act or the Purchaser’s breach of the terms hereof.
6. The Purchaser shall within ten (10) days of request by the Vendor provide such written evidence and confirmation as required by the Vendor from time to time that Purchaser is not a non-Canadian or that the Purchaser qualifies for an Exception to the Prohibition in accordance with the PRPNC Act.
7. The Purchaser has provided the following identification and/or documentation to evidence that they are not Non-Canadians:

(1) -- --

1. Canadian Passport

No. _____

2. Canadian Birth Certificate

No. _____

3. Canadian Permanent Residency Card:

No. _____

4. Indian Status Card:

No. _____

8. On the Closing Date, the Purchaser shall cause the Purchaser’s solicitor to deliver to the Vendor’s solicitor additional evidence and confirmation satisfactory to the Vendor’s solicitors, that the Purchaser is not a Non-Canadian, including and without limitation, a Statutory Declaration in the Vendor’s form and written confirmation addressed to the Vendor and the Vendor’s solicitors, from the Purchaser’s solicitors, confirming that the Purchaser is not a Non-Canadian.

-- -- Initials

Warranty Information for New Freehold Homes

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

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

The Pre-Delivery Inspection (PDI)

Before you take possession of your new home, your builder is required to conduct a pre-delivery inspection (PDI) with you or someone you designate to act on your behalf. If you wish, you may be accompanied by someone who can provide expert assistance. The PDI is important because it is an opportunity to learn about how to operate and maintain parts of your home, such as the ventilation, plumbing, and heating systems. It is also important because it gives you an opportunity to note items in your home that are damaged, missing, incomplete, or not working properly before you take possession of your home. This record is also significant as it may help show what items may have been damaged before you moved in and helps resolve any disputes relating to whether or not an item of damage was caused by the use of the home.

The PDI is only one piece of evidence relating to damaged or incomplete items, and you should note and document (e.g. via photos or video) any concerns or damaged items as soon as you notice them after taking possession if they were missed on your PDI. If the damaged items are not addressed by your builder, you can include them in your 30-Day Form to Tarion. Damaged items are covered under the warranty if the damage was caused by the builder or their trades. There is more information about the PDI here: <https://www.tarion.com/homeowners/homeowner-resources-hub>

Deposit Protection

The deposit you provide to your builder is protected up to certain limits if your builder goes bankrupt, fundamentally breaches your Agreement of Purchase and Sale or you exercise your legal right to terminate it. Deposit coverage limits are \$60,000 if the purchase price is \$600,000 or less and 10% of purchase price to a maximum of \$100,000 if the purchase

price is over \$600,000. This protection includes the money you put down towards upgrades and other extras.

Delayed Closing Coverage

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

Warranty Coverage

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

One-Year Warranty

- Your home is constructed in a workmanlike manner, free from defects in material, is fit for habitation and complies with Ontario's Building Code
- Protects against unauthorized substitution of items specified in the Agreement of Purchase and Sale or selected by you

Two-Year Warranty

- Protects against water penetration through the basement or foundation walls, windows, and the building envelope
- Covers defects in work and materials in the electrical, plumbing, and heating delivery and distribution systems
- Covers defects in work and materials that result in the detachment, displacement, or deterioration of exterior cladding (such as brick work, aluminum, or vinyl siding)
- Protects against violations of Ontario's Building Code that affect health and safety

Seven-Year Warranty

- Protects against defects in work or materials that affect a structural load-bearing element of the home resulting in structural failure or that materially and adversely compromise the structural integrity; and/or that materially and adversely affect the use of a significant portion of the home.

Warranty Exclusions

Your warranty, provided to you by your builder and backed by Tarion, is a limited warranty – not all deficiencies are covered. And the protection provided by Tarion is also limited. Exclusions to coverage include: normal wear and tear, damage caused by improper maintenance, damage caused by a third party, secondary damage caused by defects that are under warranty, supplementary warranties, deficiencies caused by homeowner actions, elevators, HVAC appliances, specific defects accepted in writing and damage resulting from an Act of God.

Construction Performance Guidelines

The Construction Performance Guidelines are a resource to provide advance guidance as to how Tarion may decide disputes between homeowners and builders regarding defects in work or materials. The Construction Performance Guidelines are intended to complement Ontario's Building Code. They are supplemented by any applicable guidelines or standards produced by industry associations. They do not replace manufacturer warranties. The Construction Performance Guidelines are available in several different formats accessible via <https://tarion.com/builders/construction-performance-guidelines>

Important Next Steps

1. Visit Tarion's website to learn more about your warranty coverage and the process for getting warranty assistance, as well as your rights, responsibilities, and obligations as a new homeowner.
2. Prepare for your pre-delivery inspection (PDI). Visit Tarion's website for helpful resources, including a PDI Checklist and educational videos.
3. Register for Tarion's **MyHome** right after you take possession. MyHome is an online tool you can use from your computer or mobile device that allows you to submit warranty claims and upload supporting documents directly to your builder and Tarion. It also alerts you to important dates and warranty timelines, allows you to receive official correspondence from Tarion electronically, and schedule an inspection with Tarion when you need assistance.



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

About Tarion

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

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

SAMPLE

Freehold Form
(Tentative Closing Date)

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: Home buyers are encouraged to refer to the Home Construction Regulatory Authority's website www.hcraontario.ca to confirm a vendor's licence status prior to purchase as well as to review advice about buying a new home. Please visit Tarion's website: www.tarion.com for important information about all of Tarion's warranties including the Delayed Occupancy Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. The Warranty Information Sheet, which accompanies your purchase agreement and has important information, is strongly recommended as essential reading for all home buyers. The website features a calculator which will assist you in confirming the various Critical Dates related to the occupancy of your home.

VENDOR

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 _____, 20__.

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 _____, 20__.

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 _____, 20__.

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

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

the ____ day of _____, 20__.

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:

(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:

(i.e., at least **90 days** before the Second Tentative Closing Date), or else the Second Tentative Closing Date becomes the Firm Closing Date.

the ____ day of _____, 20__.

the ____ day of _____, 20__.

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 _____, 20__.

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: _____

**Freehold Form
(Tentative Closing Date)**

**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

Full Name(s) _____			
HCRA Licence Number _____		Address _____	
Phone _____	City _____	Province _____	Postal Code _____
Fax _____	Email* _____		

PURCHASER

Full Name(s) _____			
Address _____		City _____	Province _____
Phone _____		Postal Code _____	
Fax _____	Email* _____		

PROPERTY DESCRIPTION

Municipal Address _____			
City _____		Province _____	Postal Code _____
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. | ☐ Yes ☐ No |
| If yes, the plan of subdivision is registered. | ☐ Yes ☐ No |
| If the plan of subdivision is not registered, approval of the draft plan of subdivision has been given. | ☐ Yes ☐ No |
| (b) The Vendor has received confirmation from the relevant government authorities that there is sufficient: | |
| (i) water capacity; and (ii) sewage capacity to service the Property. | ☐ Yes ☐ No |

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

If the availability of water and sewage capacity is uncertain, the issues to be resolved are as follows: _____

- | | |
|---|--|
| (c) A building permit has been issued for the Property. | ☐ Yes ☐ No |
| (d) Commencement of Construction: ☐ has occurred; or ☐ is expected to occur by the ____ 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.**

Freehold Form (Tentative Closing Date)

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

Freehold Form (Tentative Closing Date)

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

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

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

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

5. Extending Dates – Due to Unavoidable Delay

- (a) If Unavoidable Delay occurs, the Vendor may extend Critical Dates by no more than the length of the Unavoidable Delay Period, without the approval of the Purchaser and without the requirement to pay delayed closing compensation in connection with the Unavoidable Delay, provided the requirements of this section are met.
- (b) If the Vendor wishes to extend Critical Dates on account of Unavoidable Delay, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, and an estimate of the duration of the delay. Once the Vendor knows or ought reasonably to know that an Unavoidable Delay has commenced, the Vendor shall provide written notice to the Purchaser by the earlier of: 20 days thereafter; and the next Critical Date.
- (c) As soon as reasonably possible, and no later than 20 days after the Vendor knows or ought reasonably to know that an Unavoidable Delay has concluded, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, identifying the date of its conclusion, and setting new Critical Dates. The new Critical Dates are calculated by adding to the then next Critical Date the number of days of the Unavoidable Delay Period (the other Critical Dates changing accordingly), provided that the Firm Closing Date or Delayed Closing Date, as the case may be, must be at least 10 days after the day of giving notice unless the parties agree otherwise. Either the Vendor or the Purchaser may request in writing an earlier Firm Closing Date or Delayed Closing Date, and the other party's consent to the earlier date shall not be unreasonably withheld.
- (d) If the Vendor fails to give written notice of the conclusion of the Unavoidable Delay in the manner required by paragraph (c) above, then the notice is ineffective, the existing Critical Dates are unchanged, and any delayed closing compensation payable under section 7 is payable from the existing Firm Closing Date.
- (e) Any notice setting new Critical Dates given by the Vendor under this section shall include an updated revised Statement of Critical Dates.

EARLY TERMINATION CONDITIONS

6. Early Termination Conditions

- (a) The Vendor and Purchaser may include conditions in the Purchase Agreement that, if not satisfied, give rise to early termination of the Purchase Agreement, but only in the limited way described in this section.
- (b) The Vendor is not permitted to include any conditions in the Purchase Agreement other than: the types of Early Termination Conditions listed in Schedule A; and/or the conditions referred to in paragraphs (j), (k) and (l) below. Any other condition included in a Purchase Agreement for the benefit of the Vendor that is not expressly permitted under Schedule A or paragraphs (j), (k) and (l) below is deemed null and void and is not enforceable by the Vendor, but does not affect the validity of the balance of the Purchase Agreement.
- (c) The Vendor confirms that this Purchase Agreement is subject to Early Termination Conditions that, if not satisfied (or waived, if applicable), may result in the termination of the Purchase Agreement. ○ Yes ○ No
- (d) If the answer in (c) above is "Yes", then the Early Termination Conditions are as follows. The obligation of each of the Purchaser and Vendor to complete this purchase and sale transaction is subject to satisfaction (or waiver, if applicable) of the following conditions and any such conditions set out in an appendix headed "Early Termination Conditions":

Freehold Form
(Tentative Closing Date)

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.

- SAMPLE**
- (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.

Freehold Form (Tentative Closing Date)

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"):

Freehold Form (Tentative Closing Date)

- (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.

Freehold Form (Tentative Closing Date)

“Critical Dates” means the First Tentative Closing Date, the Second Tentative Closing Date, the Firm Closing Date, the Delayed Closing Date, the Outside Closing Date and the last day of the Purchaser’s Termination Period.

“Delayed Closing Date” means the date, set in accordance with section 3, on which the Vendor agrees to Close, in the event the Vendor cannot Close on the Firm Closing Date.

“Early Termination Conditions” means the types of conditions listed in Schedule A.

“Firm Closing Date” means the firm date on which the Vendor agrees to Close as set in accordance with this Addendum.

“First Tentative Closing Date” means the date on which the Vendor, at the time of signing the Purchase Agreement, anticipates that it will be able to close, as set out in the Statement of Critical Dates.

“Outside Closing Date” means the date which is 365 days after the earlier of the Firm Closing Date; or Second Tentative Closing Date; or such other date as may be mutually agreed upon in accordance with section 4.

“Property” or “home” means the home including lands being acquired by the Purchaser from the Vendor.

“Purchaser’s Termination Period” means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 10(b).

“Second Tentative Closing Date” has the meaning given to it in paragraph 1(c).

“Statement of Critical Dates” means the Statement of Critical Dates attached to and forming part of this Addendum (in form to be determined by Tarion from time to time), and, if applicable, as amended in accordance with this Addendum.

“The ONHWP Act” means the *Ontario New Home Warranties Plan Act* including regulations, as amended from time to time.

“Unavoidable Delay” means an event which delays Closing which is a strike, fire, explosion, flood, act of God, civil insurrection, act of war, act of terrorism or pandemic, plus any period of delay directly caused by the event, which are beyond the reasonable control of the Vendor and are not caused or contributed to by the fault of the Vendor.

“Unavoidable Delay Period” means the number of days between the Purchaser’s receipt of written notice of the commencement of the Unavoidable Delay, as required by paragraph 5(b), and the date on which the Unavoidable Delay concludes.

13. Addendum Prevails

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

14. Time Periods, and How Notice Must Be Sent

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

**Freehold Form
(Tentative Closing Date)**

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

SAMPLE

Freehold Form
(Tentative Closing Date)

SCHEDULE A

Types of Permitted Early Termination Conditions

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

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

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

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

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

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

2. The following definitions apply in this Schedule:

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

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

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

3. Each condition must:

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

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

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

SCHEDULE B

Adjustments to Purchase Price or Balance Due on Closing

PART I Stipulated Amounts/Adjustments

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

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

SAMPLE

Freehold Form
(Tentative Closing Date)

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

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

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

SAMPLE

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 .

TARION ENROLLMENT FEE	See www.tarion.com for amount	Agreement of Purchase and Sale	
HCRA Regulatory Oversight Fee	See www.hcraontario.ca for amount	Agreement of Purchase and Sale	
Tree planting and landscaping costs attributed to the property, prorated on a per lot basis	\$1,675	Schedule "X"	Paragraph 5 (e)
Lawyers professional indemnity company insurance levy	\$65	Schedule "X"	Paragraph 5 (h)
Discharge of Mortgage Costs	\$200	Schedule "X"	Paragraph 5 (i)
Grading Fee	\$750	Schedule "X"	Paragraph 5 (j)

SAMPLE

PART 2 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, the dollar value of which will be determined after signing the Purchase Agreement, all in accordance with the term of the Purchase Agreement

HYDRO CONNECTION FEE	by statutory declaration	SCHEDULE "X"	Paragraph 5 (b), (n)
WATER METER CONNECTION FEE	by statutory declaration	SCHEDULE "X"	Paragraph 5 (b), (n)
MISSED DÉCOR CENTRE APPOINTMENT FEE	\$500 per occurrence	SCHEDULE "G"	PARAGRAPH 2
EXTERIOR COLOUR PACKAGE RESELECTION APPROVED BY BUILDER	\$300	Schedule "X"	Paragraph 5 (m)
CHANGES, VARIATION OR ADDITIONS (AT THE PURCHASER'S REQUEST) TO THE EXTRAS	\$500 per item	SCHEDULE "G"	PARAGRAPH 3
COLOUR CHART AMENDMENT (AT THE PURCHASER'S REQUEST) AFTER PURCHASER FINALIZATION	\$850 per occurrence	SCHEDULE "G"	PARAGRAPH 3
FAILURE TO SELECT OR RE-SELECT COLOURS IN A TIMELY MANNER	\$500 per adjustment	SCHEDULE "G"	PARAGRAPH 4
FAILURE TO SELECT OR RE-SELECT COLOURS IN A TIMELY MANNER CONTRIBUTING TO A DELAYED CLOSING	\$500 per day	SCHEDULE "G"	PARAGRAPH 4
NSF/DISHONoured CHEQUE FEE	\$250 per occurrence	SCHEDULE "X"	PARAGRAPH 5 (f)
FAILURE TO CLOSE BEFORE 2:00PM ON DAY OF OCCUPANY; ONE DAY EXTENSION ONLY	\$500 or sum equal to interest on the balance on closing for one day at Prime Rate of TD Canada Trust Bank as of closing date plus 5%	Schedule "X"	PARAGRAPH 5 (g)
UTILITIES, INSURANCE PREMIUMS INCLUDING FUEL, WATER RATES AND HYDRO	to be apportioned and allowed to the Closing Date.	SCHEDULE "X"	PARAGRAPH 5 (b)
LAND REALTY TAXES ACTUAL OR ESTIMATED	to be apportioned and allowed to the Closing Date.	SCHEDULE "X"	PARAGRAPH 5 (a)
WALK OUT BASEMENT	\$30,000 per single detached dwelling unit	SCHEDULE "X"	PARAGRAPH 9 (m)
LOOK OUT BASEMENT	\$15,000 per single detached dwelling unit	SCHEDULE "X"	PARAGRAPH 9 (k)
WALK-UP BASEMENT	\$25,000 per single detached dwelling unit	SCHEDULE "X"	PARAGRAPH 9 (l)
SIDE-YARD OR REAR-YARD UPGRADE	\$10,000 per unit	SCHEDULE "X"	PARAGRAPH 9 (n)
HST. REBATE AND HST. ON ALL ADJUSTMENTS	pursuant to HST legislation	SCHEDULE "X"	PARAGRAPH 6 (a) to (h) INCLUSIVE
INCREASE IN MUNICIPAL, PROVINCIAL OR OTHER GOVERNMENTAL LEVIES, NEW DEVELOPMENT LEVIES, EDUCATION LEVIES	as sworn by statutory declaration	SCHEDULE "X"	PARAGRAPH 5 (d)
AMENDMENTS TO THE PURCHASE PRICE FOR UPGRADES, EXTRAS SELECTED BY THE PURCHASER	priced by selection	SCHEDULE "E"	
ADMINISTRATION FEE FOR TITLE DIRECTION CHANGES	\$500 per occurrence	SCHEDULE "X"	PARAGRAPH 5 (k)
UNAUTHORIZED WORK REMEDIATION AND DELAY FEES		SCHEDULE "X"	PARAGRAPH 5 (l)
MUNICIPALLY REQUIRED AIR CONDITIONER NOT INCLUDED IN PURCHASE PRICE AT OFFER		SCHEDULE "X"	PARAGRAPH 5 (n)
HOT WATER TANK, HEATER AND PROGRAMMABLE THERMOSTAT, IF NOT RENTAL		SCHEDULE "X"	PARAGRAPH 5 (o)
RETAIL SALES TAX	by amount, or vendor's reasonable estimate		