

CALIBER HOMES
THE TOWNS OF RUTHERFORD HEIGHTS

AGREEMENT OF PURCHASE AND SALE

The undersigned Purchaser hereby agrees to and with the undersigned Vendor to purchase the property (the "Property") described below, together with a proportionate interest in the Common Elements Condominium to be created under the *Condominium Act, 1998*, on the following terms:

Purchaser: _____ D.O.B. _____
Month/Day/Year

Purchaser: _____ D.O.B. _____
Month/Day/Year

Vendor: **RUTHERFORD HEIGHTS INC.**

Common Elements Condominium Plan No.: TBD

BLK#: _____ UNIT# _____ PLAN: _____

Lot Dim: Estimated Front _____ Depth _____ Model Type: _____ Elev. _____

Street _____ City: **CITY OF VAUGHAN**

Purchase Price: _____ (\$ _____)

Initial Deposit:	FORTY THOUSAND	Dollars	(\$40,000)
------------------	----------------	---------	------------

Further Deposit Due: _____ 20__ Dollars (\$40,000)

Further Deposit Due: _____ 20__ Dollars (\$40,000)

Further Deposit Due: _____ 20__ Dollars (\$20,000)

Further Deposit Due: _____ 20__ Dollars (\$20,000)

Balance due on Closing (subject to adjustments): Dollars

SCHEDULES: TARION STATEMENT OF CRITICAL DATES, TARION ADDENDUM, TARION SCHEDULES “A”, “B”, “C”, “APPENDIX 1”, “X”, “C” (FEATURES), “D” (FLOOR PLAN), “E”, “F”, “G”, “HST”, “L”, “PE” (PURCHASER EXTRAS), “SP”(SITE PLAN), “W”, WARRANTY INFORMATION SHEET, HCRA INFORMATION SHEET

Date of Offer _____ day of _____, 20__

Irrevocable Date: _____ day of _____, 20__

First Tentative Occupancy Date, per
Tarion Statement of Critical Dates _____ day of _____, 20____

In witness where of I/we have hereunto set
My hand and seal in the presence of

)
)
)
)
)
)
)

Purchaser

Purchaser

Purchaser's Address: _____ Residence No.: _____

_____ E-mail Address: _____

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

ACCEPTED this _____ day of _____, 20__

RUTHERFORD HEIGHTS INC.

Per: _____

Authorized Signing Officer
I have authority to bind the Corporation

Purchaser's Solicitor:

Vendor's Solicitor
MILLER THOMSON LLP
Barristers & Solicitors
100 New Park Place, Suite 700
Vaughan, Ontario L4K 0H9
Attention: Robert J. Gray
Tel: 905-532-6668; Fax: 905-660-0139

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

Property Block:

Unit:

Statement of Critical Dates
Delayed Occupancy Warranty

This Statement of Critical Dates forms part of the Addendum to which it is attached, which in turn forms part of the agreement of purchase and sale between the Vendor and the Purchaser relating to the Property. **The Vendor must complete all blanks set out below. Both the Vendor and Purchaser must sign this page.**

NOTE TO HOME BUYERS: Home buyers are encouraged to refer to the Home Construction Regulatory Authority's website www.hcraontario.ca 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 RUTHERFORD HEIGHTS INC.
Full Name(s)

PURCHASER _____
Full Name(s)

1. Critical Dates

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

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

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

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

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

2. Notice Period for an Occupancy Delay

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

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

(i.e., at least **90 days** before the First Tentative Occupancy Date), or else the First Tentative Occupancy Date automatically becomes the Firm Occupancy Date.

Notice of a second delay in Occupancy must be given no later than:

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

3. Purchaser's Termination Period

If the home is not complete by the Outside Occupancy Date, then the Purchaser can terminate the transaction during a period of **30 days** thereafter (the "**Purchaser's Termination Period**"), which period, unless extended by mutual agreement, will end on:

If the Purchaser terminates the transaction during the Purchaser's Termination Period, then the Purchaser is entitled to delayed occupancy compensation and to a full refund of all monies paid plus interest (see sections 7, 11 and 12 of the Addendum).

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

Acknowledged this ____ day of _____, 20 ____.

VENDOR: RUTHERFORD HEIGHTS INC.

PURCHASER: _____

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

Addendum to Agreement of Purchase and Sale
Delayed Occupancy Warranty

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

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

The Vendor shall complete all blanks set out below.

VENDOR	RUTHERFORD HEIGHTS INC.		
	Full Name(s)		
	B61115	51 ROYSON ROAD, UNIT 8	
	HCRA Licence Number		
	905-264-0100	Address	
		WOODBIDGE	ONTARIO
			L4L 8P9
	Phone		
	905-264-0009	City	
		Province	Postal Code
	Fax		
		alisha@caliberhomes.ca	
		Email*	

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

PROPERTY DESCRIPTION

Municipal Address		
WOODBIDGE - VAUGHAN	ONTARIO	L4H 3H2
City	Province	Postal Code
PART OF LOT 15, CONCESSION 9, CITY OF VAUGHAN		
Short Legal Description		

Number of Homes in the Freehold Project 70 (if applicable – see Schedule A)

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

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

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

☒ Yes ☐ No

If yes, the nature of the confirmation is as follows:
CITY OF VAUGHAN - A BY-LAW TO AMEND AND REMOVE HOLDING SYMBOL - (028-2022)
- (027-2022)

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 3 day of APRIL, 2023.

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.

Purchaser(s)	Vendor

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

SETTING AND CHANGING CRITICAL DATES

1. Setting Tentative Occupancy Dates and the Firm Occupancy Date

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

2. Changing the Firm Occupancy Date – Three Ways

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

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

- (a) If the Vendor cannot provide Occupancy on the Firm Occupancy Date and sections 4 and 5 do not apply, the Vendor shall select and give written notice to the Purchaser of a Delayed Occupancy Date in accordance with this section, and delayed occupancy compensation is payable in accordance with section 7.
- (b) The Delayed Occupancy Date may be any Business Day after the date the Purchaser receives written notice of the Delayed Occupancy Date but not later than the Outside Occupancy Date.
- (c) The Vendor shall give written notice to the Purchaser of the Delayed Occupancy Date as soon as the Vendor knows that it will be unable to provide Occupancy on the Firm Occupancy Date, and in any event at least 10 days before the Firm Occupancy Date, failing which delayed occupancy compensation is payable from the date that is 10 days before the Firm Occupancy Date, in accordance with paragraph 7(c). If notice of a new Delayed Occupancy Date is not given by the Vendor, before the Firm Occupancy Date, then the new Delayed Occupancy Date shall be deemed to be the date which is 90 days after the Firm Occupancy Date.
- (d) After the Delayed Occupancy Date is set, if the Vendor cannot provide Occupancy on the Delayed Occupancy Date, the Vendor shall select and give written notice to the Purchaser of a new Delayed Occupancy Date, unless the delay arises due to Unavoidable Delay under section 5 or is mutually agreed upon under section 4, in which case the requirements of those sections must be met. Paragraphs (b) and (c) above apply with respect to the setting of the new Delayed Occupancy Date.
- (e) Nothing in this section affects the right of the Purchaser or Vendor to terminate the Purchase Agreement on the bases set out in section 11.

4. Changing Critical Dates – By Mutual Agreement

- (a) This Addendum sets out a framework for setting, extending and/or accelerating Critical Dates, which cannot be altered contractually except as set out in this section 4. Any amendment not in accordance with this section is voidable at the option of the Purchaser. For greater certainty, this Addendum does not restrict any extensions of the Closing date (i.e., title transfer date) where Occupancy of the home has already been given to the Purchaser.
- (b) The Vendor and Purchaser may at any time, after signing the Purchase Agreement, mutually agree in writing to accelerate or extend any of the Critical Dates. Any amendment which accelerates or extends any of the Critical Dates must include the following provisions:
 - (i) the Purchaser and Vendor agree that the amendment is entirely voluntary – the Purchaser has no obligation to sign the amendment and each understands that this purchase transaction will still be valid if the Purchaser does not sign this amendment;
 - (ii) the amendment includes a revised Statement of Critical Dates which replaces the previous Statement of Critical Dates;

Purchaser(s)	Vendor

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

- (iii) the Purchaser acknowledges that the amendment may affect delayed occupancy compensation payable; and
- (iv) if the change involves extending either the Firm Occupancy Date or the Delayed Occupancy Date, then the amending agreement shall:
 - i. disclose to the Purchaser that the signing of the amendment may result in the loss of delayed occupancy compensation as described in section 7;
 - ii. unless there is an express waiver of compensation, describe in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation; and
 - iii. contain a statement by the Purchaser that the Purchaser waives compensation or accepts the compensation referred to in clause ii above, in either case, in full satisfaction of any delayed occupancy compensation payable by the Vendor for the period up to the new Firm Occupancy Date or Delayed Occupancy Date.

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

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

5. Extending Dates – Due to Unavoidable Delay

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

EARLY TERMINATION CONDITIONS

6. Early Termination Conditions

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

Purchaser(s)	Vendor

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

Condition #1 (if applicable)

Description of the Early Termination Condition:

SEE APPENDIX ATTACHED HERETO HEADED "EARLY TERMINATION CONDITIONS"

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

The date by which Condition #1 is to be satisfied is the ____day of_____, 20 ____.

Condition #2 (if applicable)

Description of the Early Termination Condition:

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

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

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

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

- (e) There are no Early Termination Conditions applicable to this Purchase Agreement other than those identified in subparagraph (d) above and any appendix listing additional Early Termination Conditions.
- (f) The Vendor agrees to take all commercially reasonable steps within its power to satisfy the Early Termination Conditions identified in subparagraph (d) above.
- (g) For conditions under paragraph 1(a) of Schedule A the following applies:
 - (i) conditions in paragraph 1(a) of Schedule A may not be waived by either party;
 - (ii) the Vendor shall provide written notice not later than five (5) Business Days after the date specified for satisfaction of a condition that: (A) the condition has been satisfied; or (B) the condition has not been satisfied (together with reasonable details and backup materials) and that as a result the Purchase Agreement is terminated; and
 - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed not satisfied and the Purchase Agreement is terminated.
- (h) For conditions under paragraph 1(b) of Schedule A the following applies:
 - (i) conditions in paragraph 1(b) of Schedule A may be waived by the Vendor;
 - (ii) the Vendor shall provide written notice on or before the date specified for satisfaction of the condition that: (A) the condition has been satisfied or waived; or (B) the condition has not been satisfied nor waived, and that as a result the Purchase Agreement is terminated; and
 - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed satisfied or waived and the Purchase Agreement will continue to be binding on both parties.
- (i) If a Purchase Agreement or proposed Purchase Agreement contains Early Termination Conditions, the Purchaser has three (3) Business Days after the day of receipt of a true and complete copy of the Purchase Agreement or proposed Purchase Agreement to review the nature of the conditions (preferably with legal counsel). If the Purchaser is not satisfied, in the Purchaser's sole discretion, with the Early Termination Conditions, the Purchaser may revoke the Purchaser's offer as set out in the proposed Purchase Agreement, or terminate the Purchase Agreement, as the case may be, by giving written notice to the Vendor within those three Business Days.
- (j) The Purchase Agreement may be conditional until Closing (transfer to the Purchaser of title to the home), upon compliance with the subdivision control provisions (section 50) of the *Planning Act* and, if applicable, registration of a related common elements condominium corporation under the *Condominium Act, 1998*, which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.
- (k) The Purchaser is cautioned that there may be other conditions in the Purchase Agreement that allow the Vendor to terminate the Purchase Agreement due to the fault of the Purchaser.
- (l) The Purchase Agreement may include any condition that is for the sole benefit of the Purchaser and that is agreed to by the Vendor (e.g., the sale of an existing dwelling, Purchaser financing or a basement walkout). The Purchase Agreement may specify that the Purchaser has a right to terminate the Purchase Agreement if any such condition is not met, and may set out the terms on which termination by the Purchaser may be effected.

Purchaser(s)	Vendor

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

MAKING A COMPENSATION CLAIM

7. Delayed Occupancy Compensation

- (a) The Vendor warrants to the Purchaser that, if Occupancy is delayed beyond the Firm Occupancy Date (other than by mutual agreement or as a result of Unavoidable Delay as permitted under sections 4 and 5), then the Vendor shall compensate the Purchaser up to a total amount of \$7,500, which amount includes: (i) payment to the Purchaser of a set amount of \$150 a day for living expenses for each day of delay until the Occupancy Date; or the date of termination of the Purchase Agreement, as applicable under paragraph (b) below; and (ii) any other expenses (supported by receipts) incurred by the Purchaser due to the delay.
- (b) Delayed occupancy compensation is payable only if: (i) Occupancy and Closing occurs; or (ii) the Purchase Agreement is terminated or deemed to have been terminated under paragraph 11(b) of this Addendum. Delayed occupancy compensation is payable only if the Purchaser's claim is made to Tarion in writing within one (1) year after Occupancy, or after termination of the Purchase Agreement, as the case may be, and otherwise in accordance with this Addendum. Compensation claims are subject to any further conditions set out in the ONHWP Act.
- (c) If the Vendor gives written notice of a Delayed Occupancy Date to the Purchaser less than 10 days before the Firm Occupancy Date, contrary to the requirements of paragraph 3(c), then delayed occupancy compensation is payable from the date that is 10 days before the Firm Occupancy Date.
- (d) Living expenses are direct living costs such as for accommodation and meals. Receipts are not required in support of a claim for living expenses, as a set daily amount of \$150 per day is payable. The Purchaser must provide receipts in support of any claim for other delayed occupancy compensation, such as for moving and storage costs. Submission of false receipts disentitles the Purchaser to any delayed occupancy compensation in connection with a claim.
- (e) If delayed occupancy compensation is payable, the Purchaser may make a claim to the Vendor for that compensation after Occupancy or after termination of the Purchase Agreement, as the case may be, and shall include all receipts (apart from living expenses) which evidence any part of the Purchaser's claim. The Vendor shall assess the Purchaser's claim by determining the amount of delayed occupancy compensation payable based on the rules set out in section 7 and the receipts provided by the Purchaser, and the Vendor shall promptly provide that assessment information to the Purchaser. The Purchaser and the Vendor shall use reasonable efforts to settle the claim and when the claim is settled, the Vendor shall prepare an acknowledgement signed by both parties which:
- (i) includes the Vendor's assessment of the delayed occupancy compensation payable;
 - (ii) describes in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation (the "Compensation"), if any; and
 - (iii) contains a statement by the Purchaser that the Purchaser accepts the Compensation in full satisfaction of any delayed occupancy compensation payable by the Vendor.
- (f) If the Vendor and Purchaser cannot agree as contemplated in paragraph 7(e), then to make a claim to Tarion the Purchaser must file a claim with Tarion in writing within one (1) year after Occupancy. A claim may also be made and the same rules apply if the sale transaction is terminated under paragraph 11(b), in which case, the deadline for a claim is one (1) year after termination.
- (g) If delayed occupancy compensation is payable, the Vendor shall either: pay the compensation as soon as the proper amount is determined; or pay such amount with interest (at the prescribed rate as specified in subsection 19(1) of O.Reg. 48/01 of the *Condominium Act, 1998*), from the Occupancy Date to the date of Closing, such amount to be an adjustment to the balance due on the day of Closing.

8. Adjustments to Purchase Price

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

9. Occupancy

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

MISCELLANEOUS

10. Ontario Building Code – Conditions of Occupancy

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

Purchaser(s)	Vendor

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

- (ii) if an Occupancy Permit is not required under the Building Code, a signed written confirmation by the Vendor that all conditions of occupancy under the Building Code have been fulfilled and Occupancy is permitted under the Building Code.
- (b) Notwithstanding the requirements of paragraph (a), to the extent that the Purchaser and the Vendor agree that the Purchaser shall be responsible for one or more prerequisites to obtaining permission for Occupancy under the Building Code, (the “Purchaser Occupancy Obligations”):
 - (i) the Purchaser shall not be entitled to delayed occupancy compensation if the reason for the delay is that the Purchaser Occupancy Obligations have not been completed;
 - (ii) the Vendor shall deliver to the Purchaser, upon fulfilling all prerequisites to obtaining permission for Occupancy under the Building Code (other than the Purchaser Occupancy Obligations), a signed written confirmation that the Vendor has fulfilled such prerequisites; and
 - (iii) if the Purchaser and Vendor have agreed that such prerequisites (other than the Purchaser Occupancy Obligations) are to be fulfilled prior to Occupancy, then the Vendor shall provide the signed written confirmation required by subparagraph (ii) on or before the Occupancy Date.
- (c) If the Vendor cannot satisfy the requirements of paragraph (a) or subparagraph (b)(ii), the Vendor shall set a Delayed Occupancy Date (or new Delayed Occupancy Date) on a date that the Vendor reasonably expects to have satisfied the requirements of paragraph (a) or subparagraph (b)(ii), as the case may be. In setting the Delayed Occupancy Date (or new Delayed Occupancy Date), the Vendor shall comply with the requirements of section 3, and delayed occupancy compensation shall be payable in accordance with section 7. Despite the foregoing, delayed occupancy compensation shall not be payable for a delay under this paragraph (c) if the inability to satisfy the requirements of subparagraph (b)(ii) is because the Purchaser has failed to satisfy the Purchaser Occupancy Obligations.
- (d) For the purposes of this section, an “Occupancy Permit” means any written or electronic document, however styled, whether final, provisional or temporary, provided by the chief building official (as defined in the *Building Code Act*) or a person designated by the chief building official, that evidences that permission to occupy the home under the Building Code has been granted.

11. Termination of the Purchase Agreement

- (a) The Vendor and the Purchaser may terminate the Purchase Agreement by mutual written agreement. Such written mutual agreement may specify how monies paid by the Purchaser, including deposit(s) and monies for upgrades and extras are to be allocated if not repaid in full.
- (b) If for any reason (other than breach of contract by the Purchaser) Occupancy has not been given to the Purchaser by the Outside Occupancy Date, then the Purchaser has 30 days to terminate the Purchase Agreement by written notice to the Vendor. If the Purchaser does not provide written notice of termination within such 30-day period then the Purchase Agreement shall continue to be binding on both parties and the Delayed Occupancy Date shall be the date set under paragraph 3(c), regardless of whether such date is beyond the Outside Occupancy Date.
- (c) If: calendar dates for the applicable Critical Dates are not inserted in the Statement of Critical Dates; or if any date for Occupancy is expressed in the Purchase Agreement or in any other document to be subject to change depending upon the happening of an event (other than as permitted in this Addendum), then the Purchaser may terminate the Purchase Agreement by written notice to the Vendor.
- (d) The Purchase Agreement may be terminated in accordance with the provisions of section 6 or Schedule C.
- (e) Nothing in this Addendum derogates from any right of termination that either the Purchaser or the Vendor may have at law or in equity on the basis of, for example, frustration of contract or fundamental breach of contract.
- (f) Except as permitted in this section, the Purchase Agreement may not be terminated by reason of the Vendor’s delay in providing Occupancy alone.

12. Refund of Monies Paid on Termination

- (a) If the Purchase Agreement is terminated (other than as a result of breach of contract by the Purchaser), then unless there is agreement to the contrary under paragraph 11(a), the Vendor shall refund all monies paid by the Purchaser including deposit(s) and monies for upgrades and extras, within 10 days of such termination, with interest from the date each amount was paid to the Vendor to the date of refund to the Purchaser. The Purchaser cannot be compelled by the Vendor to execute a release of the Vendor as a prerequisite to obtaining the refund of monies payable as a result of termination of the Purchase Agreement under this paragraph, although the Purchaser may be required to sign a written acknowledgement confirming the amount of monies refunded and termination of the purchase transaction. Nothing in this Addendum prevents the Vendor and Purchaser from entering into such other termination agreement and/or release as may be agreed to by the parties.
- (b) The rate of interest payable on the Purchaser’s monies shall be calculated in accordance with the *Condominium Act, 1998*.
- (c) Notwithstanding paragraphs (a) and (b) above, if either party initiates legal proceedings to contest termination of the Purchase Agreement or the refund of monies paid by the Purchaser, and obtains a legal determination, such amounts and interest shall be payable as determined in those proceedings.

13. Definitions

“**Business Day**” means any day other than: Saturday; Sunday; New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any special holiday proclaimed by the Governor General or the Lieutenant Governor; and

Purchaser(s)	Vendor

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

where New Year’s Day, Canada Day or Remembrance Day falls on a Saturday or Sunday, the following Monday is not a Business Day, and where Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday are not Business Days; and where Christmas Day falls on a Friday, the following Monday is not a Business Day.

“**Closing**” means the completion of the sale of the home including transfer of title to the home to the Purchaser.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Addendum Prevails

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

15. Time Periods, and How Notice Must Be Sent

- (a) Any written notice required under this Addendum may be given personally or sent by email, fax, courier or registered mail to the Purchaser or the Vendor at the address/contact numbers identified on page 2 or replacement address/contact numbers as provided in paragraph (c) below. Notices may also be sent to the solicitor for each party if necessary contact information is provided, but notices in all events must be sent to the Purchaser and Vendor, as applicable. If email addresses are set out on page 2 of this Addendum, then the parties agree that notices may be sent by email to such addresses, subject to paragraph (c) below.
- (b) Written notice given by one of the means identified in paragraph (a) is deemed to be given and received: on the date of delivery or transmission, if given personally or sent by email or fax (or the next Business Day if the date of delivery or transmission is not a Business Day); on the second Business Day following the date of sending by courier; or on the fifth Business Day following the date of sending, if sent by registered mail. If a postal stoppage or interruption occurs, notices shall not be sent by registered mail, and any notice sent by registered mail within 5 Business Days prior to the commencement of the postal stoppage or interruption must be re-sent by another means in order to be effective. For purposes of this section 15, Business Day includes Remembrance Day, if it falls on a day other than Saturday or Sunday, and Easter Monday.
- (c) If either party wishes to receive written notice under this Addendum at an address/contact number other than those identified on page 2 of this Addendum, then the party shall send written notice of the change of address, fax number, or email address to the other party in accordance with paragraph (b) above.
- (d) Time periods within which or following which any act is to be done shall be calculated by excluding the day of delivery or transmission and including the day on which the period ends.
- (e) Time periods shall be calculated using calendar days including Business Days but subject to paragraphs (f), (g) and (h) below.

Purchaser(s)	Vendor

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

- (f) Where the time for making a claim under this Addendum expires on a day that is not a Business Day, the claim may be made on the next Business Day.
- (g) Prior notice periods that begin on a day that is not a Business Day shall begin on the next earlier Business Day, except that notices may be sent and/or received on Remembrance Day, if it falls on a day other than Saturday or Sunday, or Easter Monday.
- (h) Every Critical Date must occur on a Business Day. If the Vendor sets a Critical Date that occurs on a date other than a Business Day, the Critical Date is deemed to be the next Business Day.
- (i) Words in the singular include the plural and words in the plural include the singular.
- (j) Gender-specific terms include both sexes and include corporations.

16. Disputes Regarding Termination

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

For more information please visit www.tarion.com

Purchaser(s)	Vendor

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

SCHEDULE A

Types of Permitted Early Termination Conditions

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

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

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

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

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

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

2. The following definitions apply in this Schedule:

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

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

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

3. Each condition must:

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

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

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

Purchaser(s)	Vendor

SCHEDULE B

Adjustments to Purchase Price or Balance Due on Closing

PART I. STIPULATED AMOUNTS/ADJUSTMENTS

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

1.	WATER METER – See paragraph 2(e) of Schedule “X” to Agreement	\$	500.00
2.	HYDRO CONNECTION FEE – See paragraph 2(e) of Schedule “X” to Agreement	\$	900.00
3.	GENERAL GRADING FEE – See paragraph 2(d) of Schedule “X” to Agreement	\$	750.00
4.	LAW SOCIETY REAL ESTATE LEVY – See paragraph 2(f) of Schedule “X” to Agreement	\$	65.00
5.	SUBDIVISION ESTHETIC ENHANCEMENTS – including trees, entrance features, retaining walls, parkettes, etc. - See paragraph 2(d) of Schedule “X” to Agreement	\$	4,8000
6.	TARION ENROLMENT FEE – See paragraph 2(f) of Schedule “X” to Agreement: Dependent Upon the total sale price herein, as determined by Tarion registration	\$	1,300.00 to \$ 1,500.00
7.	HCRA REGULATORY OVERSIGHT FEE - See paragraph 2(f) of Schedule “X” to Agreement.	\$	145.00
8.	ADMINISTRATION FEE FOR CANCELLED EXTRAS – if applicable - See Section 10 of Schedule “PE” to Agreement	\$	1,500.00
9.	ADMINISTRATION FEE FOR CHANGES TO EXTRAS – if applicable - See Section 12 of Schedule “PE” to Agreement	\$	350.00
10.	ADMINISTRATION FEE FOR NSF OR RETURNED CHEQUES – See Section 12 of Schedule “X” to Agreement	\$	500.00 per occurrence
11.	DRIVEWAY PAVING – including vehicular, pedestrian, asphalt and concrete units - See paragraph 2(d) of Schedule “X” to Agreement	\$	1,500.00
12.	SURVEYING – See paragraph 2(d) of Schedule “X” to Agreement	\$	830.00
13.	CONDOMINIUM STATUS CERTIFICATE – See paragraph 2 (g) of Schedule “X” to Agreement	\$	100.00
14.	VENDOR’S LEGAL COSTS for any delay or change in Purchaser’s information including with respect to how title is to be taken and eligibility for the HST rebate – See paragraph 2(i) of Schedule “X” to Agreement	\$	1,000.00 per occurrence
15.	VENDOR’S LEGAL COSTS for assignment See paragraph 2(i) of Schedule “X” to Agreement	\$	1,000.00 per occurrence
16.	DISCHARGE FEE – See paragraph 3(e) of Schedule “X” to Agreement	\$	350.00 per Discharge
17.	LOOK-OUT BASEMENT , if applicable See paragraph 3(c) of Schedule “X” to Agreement	\$	20,000.00
18.	WALK-OUT BASEMENT , if applicable See paragraph 3(c) of Schedule “X” to Agreement	\$	35,000.00

Above amounts DO NOT INCLUDE H.S.T., Realty Taxes, Land Transfer Taxes, Purchaser’s Lawyer’s Fees and Disbursements.

Above amounts are subject to HST

Purchaser(s)	Vendor

PART II. ALL OTHER ADJUSTMENTS - to be Determined in Accordance with the Purchase and Sale Agreement

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

- 1. Any extras ordered by the Purchaser - See Schedule “PE” and Section 2(k) of Schedule “X” to Agreement.
- 2. Return of monies paid for Extras not installed, if applicable – See Sections 8 and 10 of Schedule “PE” and Section 2(k) of Schedule “X” to Agreement.
- 3. Amount of HST Rebate included in the purchase price if the Purchaser does not qualify for such Rebate – See Section 5 of Schedule “HST” to Agreement.
- 4. HST on all adjustments, chattels included in the subject transaction, and amounts payable for extras and upgrades – See Section 6 of Schedule “HST” to Agreement.
- 5. Cost of Rectification of any damage or alteration to subdivision services caused by the Purchaser, if applicable – See Section 2(c) of Schedule “X” to Agreement.
- 6. Vendor’s fee for consenting to Purchaser assigning the Agreement of Purchase and Sale, and Vendor’s legal costs relating thereto. See Section 2(l) of Schedule “X” to Agreement.
- 7. Hot Water Equipment – purchase or rental – See Section 2(e) of Schedule “X” to Agreement.
- 8. Administrative Fees, set-up fees or other charges related to realty tax accounts and/or utility accounts and other administrative fees or charges charged by any government authority, including fees for obtaining consents to Transfers – See Section 2(e) of Schedule “X” to Agreement.
- 9. Cost of replacement of sod, if applicable – See Section 2(p) of Schedule “X” to Agreement.
- 10. Additional Costs of Upgrades or changes in colours or materials from other than Vendor’s standard samples, if applicable – See Section 2(s) of Schedule “X” to Agreement.
- 11. Retail Sales Tax on chattels purchased, if applicable – See Section 2(t) of Schedule “X” to Agreement.
- 12. Interest on amounts owing by Purchaser through readjustment after closing, if applicable – See Section 2(u) of Schedule “X” to Agreement.
- 13. Any increase in any fees, impost charges, assessments, levies, development charges, education development charges or other levy or similar charge assessed against or attributable to the real property or construction of the dwelling after the date of the Purchaser’s execution of this Agreement and any new fees, impost charges, assessments, levies, development charges, education development charges of any nature or kind assessed or imposed against or attributable to the real property or construction of the dwelling after the date of the Purchaser’s execution of this Agreement - See paragraph 3(d) of Schedule “X” of Agreement.
- 14. Deposit for Purchaser’s portion of realty taxes assessed against the Property – See Section 6 of Schedule “X” to Agreement.
- 15. Premiums for insurance policy arranged by the Vendor, if applicable – See Section 6 of Schedule “X” to Agreement.
- 16. Cost of Common Expense contributions and/or reserve fund contributions – See Section 2(g) of Schedule “X” to the Agreement.
- 17. Cost of Common Expense contributions and/or reserve fund contributions – See Section 2(g) of Schedule “X” to the Agreement.
- 18. Cost of any utility meters – See Section 2(h) of Schedule “X” to the Agreement.
- 19. Fencing – wood privacy fence or chain link fence – See paragraph 2(d) of Schedule “X” to Agreement.

Purchaser(s)	Vendor

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

SCHEDULE C

Terms of Occupancy Licence

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

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

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

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

Purchaser(s)	Vendor

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

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

Purchaser(s)	Vendor

APPENDIX “1”

TO ADDENDUM

EARLY TERMINATION CONDITIONS

The Early Termination Conditions referred to in paragraph 6 of the Addendum are as follows:

SECTION A:

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

1. Description of Early Termination Condition:

This Agreement is conditional upon the Vendor being satisfied, in its sole and absolute discretion, that it has received approval from any approving authority for site plan, plans or other development agreements and that it is economically and otherwise feasible for it to construct and sell the units and otherwise proceed with the project.

The date by which this Condition is to be satisfied is March 31, 2023.

SECTION B:

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

2. Description of Early Termination Condition:

This Agreement is conditional upon the Vendor entering into binding agreements of purchase and sale for the sale of at least thirty (30) dwelling units within the Condominium

The date by which this Condition is to be satisfied is March 31, 2023.

3. Description of Early Termination Condition:

This Agreement is conditional upon the Vendor receiving confirmation that financing for the project (including the construction thereof) on terms satisfactory to it in its sole and absolute discretion has been arranged and is available.

The date by which this Condition is to be satisfied is March 31, 2023.

4. Description of Early Termination Condition:

This Agreement is conditional upon the Vendor being satisfied, in its sole and absolute discretion that the Purchaser has the financial resources to complete the transaction contemplated in this Agreement.

The Vendor shall have sixty (60) days following the date of acceptance of this Agreement by the Vendor to satisfy itself with respect to the Purchaser having the financial resources to complete the transaction contemplated in this Agreement. The Purchaser covenants and agrees to provide within ten (10) days of the date of acceptance of this Agreement by the Vendor all requisite information and materials including proof respecting income and source of funds or evidence of a satisfactory mortgage approval signed by a lending institution or other mortgagee acceptable to the Vendor, confirming that the said lending institution or acceptable mortgagee will be advancing funds to the Purchaser sufficient to pay the balance due on the Closing Date as the Vendor may require to determine whether or not the Purchaser has the financial resources to complete the transaction contemplated in this Agreement.

NOTE: The Purchaser acknowledges that the commencement of construction of the Condominium (including the dwelling unit) shall not be construed as a waiver or satisfaction of these conditions. The Purchaser acknowledges that each of the conditions in this Appendix is for the sole benefit of the Vendor and may be waived by the Vendor at any time or times, in whole or in part.

Purchaser(s)	Vendor

**THE TOWNS OF RUTHERFORD HEIGHTS
ADDENDUM**

SPECIAL ASSIGNMENT PROVISION

The Purchaser covenants not to offer, list or advertise for sale, lease, transfer or assign, nor to sell, lease, transfer or assign (collectively referred to as the “Assignment”) the Purchaser’s interest under this Agreement (or in the dwelling unit) prior to the Closing Date (and the Vendor having received payment of all the Purchaser Price on the Closing Date), without the prior written consent of the Vendor, which consent shall not be unreasonably withheld, provided that the Purchaser has satisfied all of the conditions as set out in the this Schedule. This Addendum shall only be applicable to the original Purchaser. The original Purchaser shall be limited to obtaining one Assignment request/consent pursuant to this Addendum to the Agreement of Purchase and Sale.

As condition of the Vendor providing its consent in respect of an Assignment of the Purchaser’s interest under this Agreement or the Unit, as foresaid, the following conditions must be satisfied: (i) the Purchaser shall not otherwise be in default of any of the terms of the Agreement of Purchase and Sale; (ii) the Purchaser and assignee/transferee will be required to execute and deliver to the Vendor, the Vendor’s standard form of assignment and assumption agreement (the “Assignment Agreement”); (iii) the Vendor must receive by way of certified cheque or bank draft on the date of execution and delivery of the Assignment Agreement the Vendor’s administration/processing fee and assignment fee, plus HST together with any other applicable fees, including Vendor’s solicitor’s fees, currently \$1,000.00 (CDN) plus disbursements and HST; and (iv) the Vendor has received the written consent or approval from any lending institution or mortgagee providing any financing to the Vendor, construction or otherwise, for the development and construction of The Towns of Rutherford Heights; and (v) the assignee/transferee shall produce together with submission of the executed Assignment Agreement, all such information as set out in **Schedule “X”** to this Agreement, as required by the Vendor and/or the Vendor’s Mortgagee, to the sole satisfaction of the Vendor. Notwithstanding such assignment, the Purchaser shall not be relieved of its obligations herein.

In no event shall the Purchaser list or cause to be listed the dwelling unit for sale, lease, or otherwise on a listing service system including, without limitation, the Multiple Listing System (“MLS”).

The Purchaser acknowledges and agrees that once a breach of the proceeding 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, if applicable, 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 consequences of termination by reason of the Purchaser’s default, shall apply.

The Purchaser(s) shall only be entitled to exercise this right of assignment once the Vendor has entered into binding agreements of purchase and sale with respect to 100% of the residential units in the proposed development.

Purchaser’s Initials

Purchaser’s Initials

Vendor’s Initials

**SCHEDULE “X”
THE TOWNS OF RUTHERFORD HEIGHTS**

Common Elements Condominium/POTLS – General Terms

1. (a) The Vendor will construct (if not already constructed) and complete upon the Property a dwelling (the “Dwelling”) of the type hereinbefore indicated in accordance with the plans and specifications already examined by the Purchaser and filed or to be filed with and approved by the relevant municipality (hereinafter the “Municipality”). The Dwelling shall be deemed to be completed when all interior work has been substantially completed as determined by the Vendor and the Purchaser agrees in such case to close this transaction, without holdback of any part of the Purchase Price, on the Vendor’s undertaking given pursuant to Paragraph 1(b) hereof to complete the Dwelling, and the Purchaser hereby agrees to accept the Vendor’s covenant of indemnity regarding lien claims which are the responsibility of the Vendor, its trades and/or suppliers, in full satisfaction of the Purchaser’s rights under the Construction Act, and will not claim any lien holdback on closing. Subject to the foregoing, if the said Dwelling type cannot be sited or built on the Property in accordance with the requirements of the Municipality, the Vendor may cancel this Agreement and the Purchaser shall be entitled to a refund of the deposit monies, without interest, but in no event shall the Vendor or the real estate broker, if any, described in this Agreement or any of its agents (collectively, the “Broker”) be liable for any damages or costs whatsoever.

(b) The Vendor agrees to make available, and the Purchaser (or the Purchaser’s designate) agrees to meet, a representative of the Vendor during the seven (7) day working period immediately prior to closing to inspect the Dwelling (such inspection hereinafter referred to as the “PDI”) to verify that the Dwelling has been completed in accordance with the provisions of Paragraph 1(a) hereof. The Purchaser has been provided with the most current edition of the Warranty Information sheet for new homes in parcel of tied land from the Tarion Warranty Corporation (hereinafter “Tarion”), and is advised to visit the online Homeowner Learning Hub for additional information in connection with the Tarion warranty, including the PDI. If there are any changes in the purchaser’s contact information prior to the PDI, it will be the Purchaser’s responsibility to notify the Vendor and Tarion. The Purchaser covenants and agrees to execute a confirmation of receipt of the information on the Homeowner Learning Hub in the form required by Tarion (the “Receipt”). The Purchaser shall not be entitled to examine the Dwelling except when accompanied by a representative of the Vendor. The Purchaser is to arrange the PDI with a representative of the Vendor and is to give the representative of the Vendor at least three (3) days prior notice of the said PDI. In the event that any items remain uncompleted at the time of such PDI, only such uncompleted items shall be listed by the Vendor on the Certificate of Completion and Possession required to be completed pursuant to the provisions of the Ontario New Home Warranties Plan Act (the “ONHWP Act”), which the Purchaser covenants to execute and which Certificate of Completion and Possession SHALL CONSTITUTE THE VENDOR’S ONLY UNDERTAKING TO COMPLETE THE SAID UNCOMPLETED ITEMS AND THE DWELLING. The warranties given under the ONHWP Act replace any warranties at law or otherwise. The Purchaser agrees that such uncompleted items as are included in the Certificate of Completion and Possession represent the balance of work to be completed by the Vendor with respect to the Dwelling and the Purchaser agrees that no further request for completion of items may be maintained by the Purchaser, and this shall serve as a good and sufficient release of the Vendor in that regard. The Purchaser further agrees to have noted on the Certificate of Completion and Possession at the time of the PDI any damages or defects found on the Dwelling’s floor coverings, kitchen and bathroom cabinetry including countertops, bath tubs, sinks, toilets and other finished plumbing, patio doors, french doors and window glass. These deficiencies listed on the Certificate of Completion and Possession will be the limit of the Vendor’s repairs to these items to be completed within Tarion’s time guidelines. The Purchaser further agrees that the Vendor shall have the right to enter upon the Property and Dwelling after completion of the transaction in order to complete such items as are included in the Certificate of Completion and Possession and that the Vendor will do so within a reasonable time after closing, subject to weather conditions and the availability of supplies and trades. The Purchaser agrees that in no event shall the Purchaser be entitled to obtain possession of the Dwelling until and unless the Purchaser has executed the Receipt and the said Certificate of Completion and Possession. In the event that the Purchaser fails to attend the PDI and/or fails to execute the Receipt and/or fails to execute the Certificate of Completion and Possession prior to the Closing Date, the Purchaser hereby irrevocably appoints the Vendor, or the Vendor’s representative, as the Purchaser’s lawful attorney to execute any and all documents required to complete the PDI on the Purchaser’s behalf and/or acknowledge the Purchaser’s Receipt and/or complete the Certificate of Completion and Possession.

2. The Purchaser agrees with the Vendor as follows:

(a) Notwithstanding the closing of this transaction, the Purchaser’s covenants, warranties and agreements in this Agreement shall not merge and the Purchaser shall give to the Vendor any further written assurance as may be required by the Vendor to give effect to this covenant either before or after the Closing Date. The Vendor, the subdivider (the “Subdivider”) of the plan of subdivision in which the Property is situate or their servants or agents may, for such period after closing as is designated by the Subdivider and/or Vendor, enter upon the Property at all reasonable hours to inspect, repair, complete or rectify construction, grade and undertake modifications to the surface drainage, including installation of catch basins, without liability therefore, and the Transfer/Deed may contain such a provision. The Purchaser agrees to forthwith upon request do all acts and execute and deliver all documents, both before and after closing, as may be required by the Vendor or the Municipality in connection with the acceptance of the subdivision as a whole by the Municipality.

(b) Acceptance of construction, siting and grading by the Municipality shall conclusively constitute acceptance by the Purchaser. The Vendor shall have the right to substitute materials for those designated in the plans and/or specifications provided the quality is equal or better, and also to make minor changes in plans, siting and specifications, provided there is no objection from the Municipality.

(c) The Purchaser will not alter the grading of the Property contrary to the municipally approved drainage and/or grading control plan, and provided that lot grading has been completed in accordance with the

Purchaser(s)	Vendor

municipally approved drainage and/or grading control plan, the Purchaser is estopped both from objecting thereto and from requiring any amendments thereto. If the Vendor has not undertaken to pave or finish the driveway pursuant to this Agreement, the Purchaser shall not pave or finish the driveway without the prior written consent of the Vendor, the Subdivider and the Municipality, if required by the subdivision agreement or any other municipal agreement or requirement. Following such approval and prior to completing the driveway, the Purchaser shall notify the Vendor in writing so that water keys can be located and raised, if necessary. The Purchaser covenants and agrees not to damage or alter any subdivision service, and shall be liable for the cost of rectification of any such damage or alteration, and in the event same is not paid upon demand, the Vendor shall have the right to register a lien on title to secure such payment. The Purchaser agrees that neither the Purchaser(s) nor their successors or assigns shall construct or install a swimming pool, fencing or decking upon the Property until after the Vendor has obtained acceptance of lot grading from the Municipality.

(d) The Purchaser shall pay a general grading fee on closing as an adjustment in the amount of \$750.00, plus HST, to apply to Purchaser’s grading and subdivision services. If the Vendor has contributed to, or undertaken an obligation to the Subdivider to contribute to, the cost of subdivision esthetic enhancements such as boulevard treatment or improvement, condominium amenity areas, parkettes, or landscaping, or subdivision entrance features, or tree planting, or corner lot fencing, or fences or retaining walls or lot paving, including vehicular, pedestrian, asphalt and concrete paving or riverstone in the subdivision, the Purchaser shall, on closing, reimburse the Vendor as to the cost thereof, plus all applicable taxes thereto, for the Property, the cost to be absolutely determined and apportioned by statutory declaration sworn on the part of the Vendor. The Purchaser shall also pay as an adjustment on closing to be estimated by the Vendor, the costs incurred for the preparation of a survey for the Property and the cost for driveway paving in the amount of \$1,500.00, plus HST.

(e) Unless expressly provided in this Agreement, the water heater equipment is not included in the Purchase Price and shall remain chattel property. The Purchaser shall take all necessary steps to assume immediately on closing, charges for hydro, water and other services, and the Vendor may recover any payments therefore from the Purchaser. The Purchaser acknowledges that (i) the water heater equipment is to be non-owned; (ii) the terms governing the lease/rental for the water heater equipment will be provided by the Vendor prior to closing and the Purchaser may be required to execute a lease/rental document containing the terms prior to closing; and (iii) the terms of the lease/rental may contain a buy-out option allowing the Purchaser to purchase the water heater equipment if desired. If any provider of water heater equipment no longer rents such equipment and if arrangements are not made with another supplier for the installation of water heater equipment on a rental basis, then notwithstanding anything to the contrary in this Agreement, the Purchaser shall pay, as an adjustment on closing, the cost of the water heater equipment, such cost to be determined by statutory declaration sworn on the part of the Vendor. The water meter is not included in the purchase price 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 and/or gas installation, including meters and connection fees, as well as any applicable taxes thereto, as an adjustment on closing. The Purchaser shall further reimburse the Vendor or pay on closing for any realty tax and/or utility administration fees, set-up fees or charges, as well as any other administrative fees or charges charged by any governmental authority, including fees for obtaining municipal consents to Transfers. In such regard, the Purchaser agrees to execute any documents required in order to obtain any consent to Transfer and/or to open any tax or utility account. The Purchaser may further be required to enter into and execute a rental agreement on closing with a third party sub-metering company regarding water sub-metering and/or related services,

(f) The Purchaser covenants and agrees to reimburse the Vendor as an adjustment on closing for the Taron enrolment fee and applicable taxes paid by the Vendor for the Dwelling under the Act and for any charges and applicable taxes imposed upon the Vendor or its solicitors by the Law Society of Ontario upon registration of the Transfer/Deed of Land or Charge/Mortgage of Land described as a transaction levy or similar charge. The Purchaser further agrees to reimburse the Vendor as an adjustment on closing for Regulatory Oversight Fee imposed by the Home Construction Regulatory Authority in the amount of \$145.00, plus applicable HST.

(g) The Purchaser agrees to pay an amount on closing equal to that estimated by the Vendor to be payable for the Purchaser for the common expense contributions and/or contribution towards the reserve fund of the Condominium Corporation attributed to the Property for up to two (2) months, apportioned and allowed from the Closing Date, with that day itself apportioned to the Purchaser, with the Purchaser being obliged to provide to the Vendor or the Condominium Corporation on or before the Closing Date an executed pre-authorized payment form in the form presented by the Vendor. The Purchaser shall reimburse to the Vendor on closing the costs of the Vendor obtaining a Condominium Status Certificate.

(h) The Purchaser agrees to pay an amount on closing as an adjustment for the costs of any utility check meter, water meter, hydro meter or gas meter installed in or about the Dwelling, as well as a proportionate share of any bulk utility meters within the Condominium, the installation of any such meters, the connection charges for any such meters and/or sewers and the installation and energization charges, as the case may be, of hydro, water and gas services provided to the Dwelling and/or the Condominium. A certificate of the Vendor or statutory declaration of an officer of the Vendor specifying the said costs shall be final and binding on the Purchaser.

(i) The Purchaser(s) agrees to provide the Vendor’s Solicitor with a written direction as to whom title is to be conveyed, no later than thirty (30) days prior to the Closing Date, failing which, the Vendor is hereby directed to convey title to the Purchaser(s) set forth and named in this Agreement. The Vendor’s consent is required if the Purchaser(s) wish to direct that title be conveyed to anyone other than the Purchaser(s) herein, which consent may be arbitrarily withheld or delayed or conditioned. In the event that the Vendor provides its consent in such regard, the Purchaser(s) shall be required to assign or amend the Agreement to include the proposed transferee(s) as Purchaser(s) herein, all at the Purchaser(s) expense, including the Vendor’s assignment fees and the Vendor’s legal costs of \$1,000.00 plus HST. The Purchaser shall pay the Vendor’s legal costs of \$1,000.00 plus HST, per occurrence, for any delay or change in Purchaser information, including with respect to how title is to be taken and the Purchaser’s eligibility for the HST rebate. The Purchaser shall not register this Agreement, or any notice

Purchaser(s)	Vendor

thereof, or a caution, purchaser’s lien or certificate of pending litigation or any encumbrance whatsoever and such registration shall be a default by the Purchaser hereunder. By execution of this Agreement, the Purchaser hereby irrevocably appoints the Vendor as the Purchaser’s lawful attorney to execute any documents or instruments required to have the said registration(s) removed, discharged and deleted from title. In no event shall the Purchaser have an interest in the Property prior to the closing of this transaction. This Agreement and the Purchaser’s rights hereunder are subject and subordinate to: i) any mortgage arranged by the Vendor and any advances from time to time thereunder; ii) any agreements entered or to be entered into by the Vendor with any public utility or any municipal or other governmental authority having jurisdiction relating to the development and/or servicing of the Property.

(j) Keys will be released to the Purchaser at the construction site or the sales office or the head office of the Vendor, as the Vendor in its absolute discretion determines, unless otherwise specifically agreed in writing between the Vendor and the Purchaser. The Purchaser agrees that the Vendor’s advice that keys are available for release to the Purchaser constitutes a valid tender of keys on the Purchaser.

(k) The Purchaser covenants and agrees that he shall pay to the Vendor in advance for all extras, upgrades or changes ordered by the Purchaser (collectively, “Extras” and individually, an “Extra”) plus applicable taxes at the time such order is made and the Purchaser further acknowledges and agrees that such payment is non-refundable in the event that his transaction is not completed for any reason whatsoever. If any Extra is not completed or installed on or before the Closing Date, the Purchaser shall complete this transaction notwithstanding the non-completion or non-installation of the Extra. If any Extra that has been included in this Agreement, and for which no amount has been individually allocated, has not been completed or installed in the Dwelling on the Closing Date, then, the Purchaser shall receive on closing or following closing, at the Vendor’s option, a credit for such Extra in an amount determined by the Vendor, in its sole and absolute discretion. The Purchaser shall not be entitled to any credit for any Extra that is included in this Agreement if the Purchaser subsequently elects to alter, replace or delete such Extra. The Purchaser further acknowledges and agrees that the amount so paid to the Purchaser (or for which, in the alternative, the Purchaser receives credit in the statement of adjustments) shall be accepted by the Purchaser as full and final settlement of any claim by the Purchaser with respect to the extras, upgrades or changes which remain incomplete as aforesaid. The Purchaser further acknowledges that the Vendor’s liability with respect to such incomplete Extras shall be limited to the return of the amounts referred to above and, thereafter, there shall be no further liability upon the Vendor in connection with such incomplete Extras and upon such payment being made or credit being given, the Vendor shall be deemed to have been released from any and all obligations, claims or demands whatsoever with respect to such incomplete Extras. If the Purchaser neglects to advise the Vendor forthwith upon request as to the Purchaser’s selection of finishing specifications, or orders any extras, upgrades in interior finishings, or performs any work in or about the Dwelling which causes delay in the Vendor’s construction operations, the Vendor may require the Purchaser to complete this transaction on the Closing Date herein set out without holdback of any part of the Purchase Price, on the Vendor’s undertaking to complete any of the Vendor’s outstanding work, provided that occupancy of the Dwelling has been permitted by the Municipality. On occasion, certain extras/upgrades may be installed by the Vendor after closing at the Vendor’s discretion.

(l) The Purchaser represents to the Vendor, upon which representation the Vendor has relied in accepting the Purchaser’s offer, that he is purchasing the Property for his own personal use and not for short term speculative purposes. Prior to closing, the Purchaser covenants and agrees not to post any signs for sale, or list the Property for sale, or advise others that the Property is or may be available for sale, offer for sale or sell, the Property or enter into any agreement, conditional or otherwise, to sell the Property, or any interest therein, nor to assign this Agreement or any interest therein, or the benefit thereof, either directly or indirectly, to any person or direct title be taken in any name(s) other than the Purchaser’s name(s), without the prior written consent of the Vendor, which consent may be arbitrarily withheld or delayed or conditioned. Any offering for sale, sale, assignment or attempted assignment of this Agreement shall constitute a breach of this covenant which shall, at the Vendor’s sole option, entitle the Vendor to terminate this Agreement and the Vendor shall be entitled to retain the deposit monies as liquidated damages and not as penalty and the Purchaser shall have no further right to or interest in the Property. In the event that the Vendor consents to an assignment of the Agreement, the Purchaser shall be responsible for payment of the Vendor’s assignment fee as well as the Vendor’s legal costs relating thereto.

(m) The Purchaser shall accept the Property, subject to the building and other restrictions registered on title, provided there is no breach of such restrictions on closing, and agrees to execute and grant any easements or right of way for installation and/or maintenance of services as may be required, both before and after closing, by any governmental or utility authority or body or for maintenance and repair of adjacent properties.

(n) The Purchaser acknowledges that the dimensions of the Property set out in this Agreement or on any schedule attached hereto or shown on drawings or plans made available to the Purchaser on site or otherwise are approximate only. If the frontage, depth or area of the Property is varied from those specified in the Agreement, or on any schedule attached hereto or shown on drawings or plans made available to the Purchaser on site or otherwise, as aforesaid, or any or all of the foregoing and provided the Property complies with municipal and other governmental requirements including zoning by-laws, the Purchaser agrees to accept all such variations without claim for abatement in the Purchase Price and this Agreement shall be read with all amendments required thereby. In addition to the foregoing, if minor variations to the size of the dwelling including internal dimensions of any areas are made to the dwelling, the Purchaser shall accept such minor variations without any abatement to the Purchase Price.

(o) The Purchaser acknowledges that certain lots within the subdivision, or a Potl on a plan associated with a plan of condominium may require catch basins in the rear yard and associated leads and that hydro transformers, street light poles and hydrants will front onto certain lots or Potls (including the Property) within the Subdivision or plan. The dwelling may also require the installation of a sump pump, the maintenance and repair of which shall be the Purchaser’s responsibility The Purchaser agrees to accept the Property subject to any retaining walls, catch basins, fencing, landscaping or other subdivision enhancement features required pursuant to the municipally approved plans, site plan agreements and condominium agreements.

Purchaser(s)	Vendor

(p) The Purchaser acknowledges that grading and sodding shall be done between June and October of any year as per the Vendor’s scheduling program. The Purchaser agrees that he shall be solely responsible for watering and general maintenance of sod from the Closing Date or from the date that sod is laid, whichever shall be the later, and the Vendor shall have no obligation in that regard. In the event the Vendor is, for any reason, required to replace laid sod, the Vendor shall not be obligated to do so until payment has been made therefor by the Purchaser and if so replaced, the Purchaser agrees to reimburse the Vendor for the costs and expenses of same as determined by the Vendor.

(q) The Purchaser acknowledges that the Subdivision Agreement and/or site plan agreement entered into between the Subdivider and/or Vendor and the Municipality may require the Vendor to provide the Purchaser with certain notices (“Notices”) and warnings (“Warnings”), including, but not limited to, warnings or restrictions regarding the use of the Property, land usage, maintenance of municipal fencing, school transportation, noise levels from adjacent roadways, noise and/or vibration levels from nearby railway lines, the absence of door-to-door mail delivery, the location of “super mailboxes”, and in general, any other matter that may be deemed by the Municipality to inhibit and/or effect the enjoyment by the Purchaser of this Property. In the event the Subdivision Agreement or site plan agreement is not registered as of the date of acceptance of this Agreement, and therefore the Notices are not yet available, or if after they are available, they are amended by the Municipality, or are inadvertently omitted or misquoted by the Vendor herein, and if the Municipality requires the Purchaser to receive a copy of the Notices, then a copy of the Notices as revised as necessary, shall be mailed to the Purchaser’s address as shown on this Agreement or to the Purchaser’s solicitor and such mailing shall be deemed to constitute appropriate notification. The Purchaser agrees to be bound by the contents of any such Notices and covenants to execute forthwith upon request, an acknowledgement containing such Notices if and when requested to do so by the Vendor. Without limiting the generality of the foregoing, the Purchaser acknowledges being advised of the notices, restrictions and warnings as set out in Schedule “L” and Schedule “W” respectively, to this Agreement of Purchase and Sale. The Purchaser further acknowledges and agrees that the Vendor may be unable, at this time, to provide the Purchaser with all such Notices and/or Warnings but agrees, that on or before Closing, the Purchaser shall forthwith execute upon request, an acknowledgement or amendment to this Agreement containing the required Notices and/or Warning clauses.

(r) The Purchaser specifically acknowledges that in the manufacture of finishing items, colour variances sometimes occur. The Purchaser hereby shall accept any such colour variation resulting from the manufacturing process without any right of abatement of Purchase Price and in full satisfaction of the Vendor’s obligations herein. The Vendor is not responsible for shade difference occurring in the manufacture of items such as, but not limited to, finishing materials or products such as cushion floor, carpet, floor tiles, roof shingles, brick, aluminum or vinyl siding, bath tubs, water closets, sinks, electric fixtures and other such products where the product manufacturer establishes the standard for such finishes. The Vendor is also not responsible for colour variations in natural products or the finishes on natural products such as but not limited to marble, granite, hardwood flooring, kitchen cabinets, wood stair railings, spindles, trim as well as stains or finishes applied to any of the aforesaid which colours may vary when finishes are applied to them. Nor shall the Vendor be responsible for shade difference in colour of components manufactured from different materials but which components are designed to be assembled into either one product or installed in conjunction with another product such as but not limited to plastic toilet seats, china toilets, enamel tubs, melamine cabinet finishes and paint and in these circumstances the product as manufactured shall be accepted by the Purchaser.

(s) Wherever in this Agreement the Purchaser has the right to choose colours or materials, he shall do so within ten (10) days after notification by the Vendor and the Purchaser shall make his selection of such colours and/or materials, whatever the case may be, from the Vendor’s standard samples and list same on the Vendor’s colour selection form. If the Purchaser shall desire to select colours or materials from other than the Vendor’s samples, he must negotiate such colours or materials directly with the Vendor or the Vendor’s subtrade or supplier as directed by the Vendor and attend to payment of any additional cost as a result of such choice to the Vendor or the Vendor’s subtrade or supplier directly, as directed by the Vendor. If the Purchaser shall have made a choice of colours and/or materials from either the Vendor’s samples or otherwise as aforesaid and because of lack of supply the installation of such colour choice and material cannot be completed in accordance with the Vendor’s construction schedule, the Purchaser shall choose alternate colours and materials within seven (7) days and in the event the Purchaser fails to make an alternate selection as aforesaid, the Vendor shall have the option of choosing the colours and materials and the Purchaser shall be obligated to accept same. If by the Closing Date the installation of the selected colours and upgraded materials or other work to be performed by the Vendor or its subtrade(s) has not been completed, and as a result thereof the Dwelling has not been completed, then the Purchaser shall, notwithstanding such incomplete work, complete the transaction on the Closing Date and shall pay the full amount required to be paid on closing in accordance with this Agreement, provided that occupancy of the dwelling has been permitted by the Municipality. If the Purchaser shall not have made his selection within ten (10) days after notification by the Vendor or an extended date acceptable to the Vendor, then the Vendor shall have the option of choosing the colours and materials for and on behalf of the Purchaser and the Purchaser agrees to accept same. The Purchaser acknowledges and agrees that, as a result of the use of different floor coverings being installed in the Dwelling, level flooring may not be possible and the Purchaser shall accept such installation. If the Purchaser has installed or has requested the Vendor to install a different floor covering than that which the Vendor would normally install in the Dwelling, then the Purchaser agrees that if any defects should come to light for which the Vendor is normally responsible and repairs to which require the removal of the said floor covering, the Vendor will not be responsible to effect such repairs. For purposes of this Agreement “floor covering” shall mean any type of finished floor covering which is normally placed on the sub-floor and without limiting the generality of the foregoing, shall include tile, hardwood, marble, terrazzo and carpet. Where omissions occur on the original colour selection chart (the “Colour Chart”), the Purchaser acknowledges that selection by the Vendor will be final unless accompanied by the schedule attached hereto as Schedule PE. The parties agree that the Colour Chart will be deemed to form part of the Agreement herein. The Purchaser agrees that if after having made the original colour selections the Purchaser does make a change erroneously or otherwise, he will be deemed responsible for all errors resulting from any double selections. The Purchaser further agrees that if the Vendor has preselected colours prior to the purchase herein of the Property, the prescribed colours shall be final notwithstanding that the Purchaser may have completed a colour

Purchaser(s)	Vendor

selection/chart. If the Purchaser selects an upgrade contained in the Colour Chart that is not included in the Purchase Price, or has not been previously paid as an Extra, on closing, the Purchaser shall pay for the upgrade at a price determined by the Vendor, acting reasonably. The Vendor shall not be required to install: (a) any upgrade if such upgrade is not contained in the Colour Chart, is not included in the Purchase Price and has not been paid by the Purchaser prior to the Closing Date; and (b) any extra if such extra has not been paid for by the Purchaser prior to the Closing Date.

(t) The Vendor shall have the option to collect and remit the retail sales tax, if any, payable by the Purchaser on chattels which are purchased in this transaction as a charge on closing and the allocation of such chattels will be estimated, if necessary, by the Vendor.

(u) All proper readjustments shall be made after closing, if necessary, forthwith upon request. Any monies owing to the Vendor pursuant to such readjustment or as a result of any expenses incurred by the Vendor arising from a breach by the Purchaser of any of the Purchaser’s obligations described in this Agreement shall be payable upon written demand by the Vendor and shall bear interest from the date of written demand at the rate of twenty (20%) percent per annum, calculated daily, not in advance and shall be a charge on the Property until paid and such charge shall be enforceable in the same manner as a mortgage in default. The Vendor may reserve a Vendor’s Lien, following the Vendor’s usual form, for unpaid purchase monies or adjustments or claims herein provided together with the interest thereon as set forth herein, and the Vendor will upon request deliver to the Purchaser (for registration at the Purchaser’s expense) a release of the Vendor’s Lien after such monies have been received by the Vendor.

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

(w) The Purchaser covenants not to finish the whole or any part of the basement of the Dwelling for a period of two (2) years after the Closing Date. The Purchaser hereby releases the Vendor from any liability whatsoever in respect of water damage to basement improvements and chattels stored in the basement resulting from water seepage, including any consequential damages arising therefrom.

(x) If settlement occurs due to soil disturbances around the house, the walkways, driveways and sodded areas, all minor settlements shall be the responsibility of the Purchaser, and the Vendor will rectify any major settlement once only, and such work, unless of an emergency nature, will be completed when reasonably feasible and according to the Vendor’s work program and availability of materials and tradesmen’s services. The Vendor is not responsible for any damage to the Dwelling that the Vendor considers of a minor nature by reason of such settlement.

(y) Where any portion of any fence is within twelve centimeters of the Property line, such fence shall be deemed not to be an encroachment at that point (the “Permitted Encroachment”) and the Purchaser agrees to accept title to the Property and to complete the sale contemplated herein, without abatement of the Purchase Price and the Purchaser further acknowledges and agrees that the Purchaser shall be responsible for maintaining and repairing such fence. If any portion of any fence is not deemed to be a Permitted Encroachment (an “Unpermitted Encroachment”) then the Purchaser shall complete the transaction herein either upon the Vendor’s undertaking to take all reasonable lawful steps to remove the Unpermitted Encroachment; or, at the Vendor’s sole option, upon an abatement in the Purchase Price, such abatement to be calculated by multiplying the Purchase Price by the ratio of the area of the Unpermitted Encroachment to the total area of the Property.

(z) All dimensions and specifications on sales brochures and other sales aids are artists’ concept only and are approximate and subject to modification without prior notice at the sole discretion of the Vendor in compliance with the Ontario Building Code. The location of mechanical installations may not be as shown on the sales brochures and will be located in accordance with approved plans and/or good construction practice and may result in room size or garage size reduction commensurate with the mechanicals being installed. The Purchaser acknowledges being advised by the Vendor that the Vendor has experienced a high rate of theft of air-conditioning units when they are installed prior to the Closing Date. Accordingly, the Purchaser acknowledges that if the Agreement herein calls for the Vendor to install an air-conditioning unit, the Vendor has the right to install that unit, in accordance with the Agreement, within ten (10) days after the Closing Date. The Purchaser shall not be entitled to any holdback on account of the Purchase Price notwithstanding that the air-conditioning unit is not installed at the Closing Date. Notwithstanding the foregoing, in the event that the Purchaser requires the air-conditioning unit to be installed prior to the Closing Date, the Purchaser shall make written request therefor, such request to be received not later than thirty (30) days prior to the Closing Date by way of separate written request addressed to the Vendor’s solicitor. The Purchaser acknowledges that the Purchaser shall assume all liability for the air-conditioning unit in the event that it is stolen after its installation prior to the Closing Date and the Vendor shall not be obliged to replace same nor shall there be any adjustment in the Purchase Price with respect thereto.

3.(a) The Purchaser acknowledges and agrees that title may on closing be subject to one or more subdivision, site plan, condominium or other development agreements and that the Subdivider has agreed at its own expense to construct, install and pay for roads, sanitary sewers, water mains and all other services in accordance with the requirements of the Municipality. The Purchaser agrees that the Vendor shall not be obligated on closing or thereafter to obtain releases of such subdivision or other development agreements provided that the same have been complied with as of the Closing Date and the Purchaser shall satisfy himself as to such compliance.

(b) The Purchaser acknowledges and agrees that architectural control of external elevations, driveway construction, boulevard tree planting, landscaping, corner lot fencing (including the location of such corner lot fencing), exterior colour schemes, or any other matter external to the Dwelling designed to enhance the aesthetics of the community as a whole, may be imposed by the Municipality and/or the Subdivider. In the event the Vendor is

Purchaser(s)	Vendor

required, in compliance with such architectural control requirements, to construct an external elevation for this Dwelling other than as specified in this Agreement, or amend the driveway location siting or construction, boulevard tree planting or landscaping plan for this Dwelling (all of which is hereinafter referred to as the “Amended Elevation”), the Purchaser hereby irrevocably authorizes the Vendor to complete the Dwelling herein including the required Amended Elevation, and the Purchaser hereby irrevocably agrees to accept such Amended Elevation in lieu of the elevation specified in this Agreement. The Vendor shall have the right, in its sole discretion, to construct the hereinbefore described Dwelling either as shown on the sales brochures, renderings and other plans and specifications therefor reviewed and approved by the Purchaser, or, to construct such Dwelling on a reverse mirror image plan, including reversal of garage siting and reversal of interior floor plan layout. Construction of a reverse mirror image Dwelling plan is hereby irrevocably accepted by the Purchaser without any right of abatement of Purchase Price and in full satisfaction of the Vendor’s obligations as to construction of the Dwelling type hereinbefore described. Further, in the event the Vendor determines, at its sole discretion, to construct the Dwelling at a grade level different than as depicted in the sales brochures, renderings and other plans and specifications therefor reviewed and approved by the Purchaser, necessitating a step or series of steps to the front door, side door, rear door, or any door from the garage to the interior of the Dwelling, the Purchaser hereby irrevocably agrees to accept such change without any right of abatement of Purchase Price and in full satisfaction of the Vendor’s obligation as to construction of the Dwelling type hereinbefore described.

(c) The undersigned hereby acknowledges that complete engineering data in respect of the municipally approved final grading of the Property may not, as yet, be complete and accordingly, it may not be possible to construct a Dwelling with a walk-out basement where so indicated in this Agreement, or vice versa. In the event this Agreement calls for a walk-out basement and such is not possible, or in the event this Agreement does not call for a walk-out basement and such is required, pursuant to final approved grading and engineering plans, the Purchaser shall have ten (10) days from the date of delivery of written notice to the Purchaser or his Solicitor, to elect in writing, whether or not to accept a credit in the Purchase Price, or, to pay the additional cost involved in constructing such walk-out basement, as the case may be (such costs shall be absolutely determined by Statutory Declaration sworn on the part of the Vendor). If such written election is not delivered by the Purchaser to the Vendor within such ten (10) day period, this transaction may thereafter, at the Vendor’s sole option, be terminated, all deposit monies shall be returned to the Purchaser without interest or deduction and the Vendor, Broker and Purchaser shall be relieved of all obligations and liabilities under this Agreement.

(d) If: (a) there is an increase after the date of execution of this Agreement in any levy, development charge, education development charge, impost charge, fee or assessment (collectively, the “Existing Levy”) imposed as of that date by the municipality, regional municipality, the public or separate school board or any other authority having jurisdiction; or (b) any of the aforesaid authorities impose a new or any other levy, development charge or education development charge, impost charge, fee or assessment (collectively referred to as the “New Levy”) under the Development Charges Act, the Education Quality Improvement Act, or any other legislation of a similar nature after the date of execution of this Agreement then the Purchaser shall pay the increase to the Existing Levy and/or the amount of the New Levy, as the case may be, as an adjustment on the Closing Date plus any applicable tax(es) exigible thereon.

(e) In the event any mortgages are outstanding on closing the discharge of which is the Vendor’s obligation, the Purchaser agrees to accept the Vendor’s solicitor’s undertaking to obtain and register the discharge of the same within a reasonable period of time after closing in full satisfaction of the Vendor’s obligation in that regard and the Purchaser shall be required to pay as an adjustment on closing a discharge fee of \$350.00 plus HST per discharge. The Vendor warrants that, on closing, all conditions in subdivision or other development agreements which restrict occupancy will have been complied with. The Purchaser shall not call for the production on closing of an occupancy permit issued by the Municipality (if provided by the Municipality) but shall accept the Vendor’s undertaking to produce same after closing upon receipt from the Municipality.

(f) The Purchaser will not occupy the Dwelling until the Municipality consents if such consent is required, and closing will be postponed until such consent is given. If it is a requirement for occupancy that the Municipality inspect the Dwelling and issue an occupancy permit or certificate, such permit or certificate may not be available for delivery to the Purchaser on Closing. Provided that the Dwelling has been inspected and approved for occupancy by the Municipality on or before Closing, the Purchaser shall accept the undertaking of the Vendor to provide a copy of the occupancy permit or certificate to be issued by the Municipality as soon as possible after closing.

Provided that in the event the Vendor is unable to deliver to the Purchaser on or before the Closing Date a conveyance of the Property free and clear of all encumbrances, save as provided for in this Agreement, for any reason whatsoever, including, without limitation, failure to register the Condominium prior to the Closing Date, then the Vendor, may, at its option, require the Purchaser to take possession and occupancy of the Property in accordance with Schedule “E” attached hereto. From and after the date of possession, the Purchaser shall be responsible for the water, hydro, gas and other public or private utilities, and for the occupancy fee (the “Occupancy Fee”) calculated based on applicable interest on the unpaid balance of the Purchase Price, an amount reasonably estimated by the Vendor for realty taxes and the projected common expenses for the Potl’s share, all in accordance with Schedule “E” and Schedule Tarion “C” until such time as the Vendor delivers a conveyance of the title to the Property to the Purchaser. The parties hereto further agree that upon the Vendor delivering to the Purchaser a conveyance in accordance with the terms of this Agreement, any further adjustments that may be required shall be made at the time of the delivery of the conveyance.

4. Provided the title is good and free from all encumbrances except as herein provided, and except as to building and other restrictions, and to any easement or right-of-way granted or to be granted for installation and/or maintenance of services, T.V. transmission system, mutual driveways and any common right-of-way and for maintenance of adjoining dwellings and/or Potls, if applicable. Title shall be subject to various utility easements, whether public or private, and other underground services, which shall run within the Potls. The Purchaser

Purchaser(s)	Vendor

acknowledges and agrees to provide access to the respective public or private utility commission or company, or other governmental authority over the whole Potl, save and except for the actual Dwelling. After closing, if required by the Municipality or the Vendor, the Purchaser shall provide the Vendor and/or the adjoining landowner with a maintenance easement over part of the Property for the maintenance of the adjoining dwelling if the Property was not subject to such easement on closing. The Purchaser accepts legal access to the Property even though it may be restricted by .3 meter reserves owned by the Municipality and not yet dedicated as public highway. If the Property borders land owned by any government, utility, or railway such authority may require fences, entrance gates or other structures to be located within the Property line and the Purchaser agrees to accept same and agrees to maintain same, if required by such authority. Furthermore, title to the Property may be subject to encroachments by portions of the buildings located on abutting lands, including eaves, eavestroughing, or other attachments to the roofs, and the Purchaser further acknowledges that portions of the Dwelling may encroach onto abutting lands where the right to do so exists. The Purchaser is not to call for the production of any title deeds, abstract or other evidence of title except as are in the possession of the Vendor. The Purchaser is to be allowed sixty (60) days prior to the Closing Date to examine the title at his own expense and if, within that time, any valid objection to title is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive this Agreement shall (except for the Purchaser’s obligations for extras or changes), notwithstanding any intermediate act or negotiations be void and the deposit monies shall be returned, without interest, and the Vendor and the Broker shall not be liable for any damages or costs whatsoever. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Property. The Vendor shall provide the Purchaser with its standard undertaking and statutory declaration and is not required to sign nor provide any other documents nor is the Vendor’s solicitors required to reply to any requisition from the Purchaser’s solicitor that is otherwise addressed in this Agreement, the Vendor’s documents or, in the Vendor’s solicitor’s opinion, is otherwise not applicable.

5. Any tender of documents or money or giving of notice herein may be made or given either upon or to the party hereto or his solicitor, and money may be tendered by negotiable cheque certified by a Canadian Schedule “A” chartered bank. Provided further, that tender for any reason by the Vendor shall be deemed as sufficiently made when all requisite deliveries are delivered to the purchaser’s solicitor’s office, whether such delivery is personal, via facsimile transmission or via courier. The Vendor may assign this Agreement and its covenants and obligations herein to a third party, provided following such assignment, the Vendor shall notify the Purchaser of such assignment and the Vendor shall be released of all of its obligations hereunder.

6. Unearned insurance premiums, taxes, mortgage interest, fuel, water rates, common expenses, assessment rates and local improvements to be apportioned and allowed to the Closing Date. In the event realty taxes have not been individually broken down in respect of this Property and remain en bloc, then notwithstanding that such en bloc taxes may be outstanding and unpaid, the Purchaser covenants to complete this transaction and accept the Vendor’s undertaking to pay realty taxes once individually assessed against this Property and agrees to pay on closing a deposit to be readjusted and to be applied on account of the Purchaser’s portion of realty taxes applicable to this Property. Municipal realty tax re-assessment and/or supplementary tax bills relating to the Dwelling constructed on the Property issued subsequent to the Closing Date shall be the sole responsibility of the Purchaser. The Vendor may require the Purchaser to accept or assume the cost of the insurance premium for the insurance policy arranged by the Vendor, the cost of which will be credited to the Vendor on closing.

7. The Purchaser acknowledges that he has purchased the Dwelling on the basis of plans which he has viewed and not from a model. The Purchaser acknowledges that the model homes, if any, are for display purposes only, and that some or all of the features contained therein may not be included in the Dwelling unless same is specifically provided for in any schedule forming part of this Agreement.

8. The Purchaser acknowledges receipt of notice from the Vendor that the Vendor and/or the Subdivider may apply for a re-zoning with respect to blocks or lots not purchased hereunder as laid down by the plan of subdivision within which the Property is situate or with regard to the lands adjacent to or near the lands laid down by such plan of subdivision, and the Purchaser, and the Purchaser’s successors and assigns, shall consent to any such application and agrees that this paragraph may be pleaded as a bar to any objection by the Purchaser to such re-zoning. The Purchaser covenants to include this clause in any conveyance, mortgage or disposition of the Property and to assign the benefit of such covenant to the Vendor.

9. If after taking possession of the Dwelling, the Purchaser shall complete and/or install any additions and/or improvements such as, but not limited to, porches, patios, plantings, paved driveways or fences are located within six (6) feet of an external wall, the Purchaser will remove such addition and/or improvements prior to the Vendor taking any corrective actions which it is required to take. If after taking possession of the Dwelling, the Purchaser shall complete and/or install any improvements, additions or alterations thereto, including, but not limited to, finishing basement, wallpapering, cabinetry and/or moldings and/or finishing’s, the Purchaser shall be required to remove such improvements, additions or alterations at his own expense, in the event that the Vendor shall be required to carry out any repairs or replacements to the Dwelling in the area of such improvements, additions or alterations. The Purchaser acknowledges and agrees that the warranty under the ONHWP Act will not apply to any of the aforesaid improvements, additions or alterations nor to any part of the Dwelling that has been worked upon by the Purchaser relating thereto.

10. If the Purchaser shall without the consent in writing of the Vendor, enter upon the Property and carry out changes or additions to the Dwelling (the “Unlawful Works”) being constructed by the Vendor, the Purchaser will forthwith pay to the Vendor the amount incurred by it in order to correct any damages caused by the installation of existence of the Unlawful Works including, without limiting the generality of the foregoing, time lost by the resulting delays, supervision and administration fees and interest on monies invested, and at the Vendor’s option it may declare this Agreement of Purchase and Sale null and void. In addition to the foregoing, if the Unlawful Works shall be determined by any inspector having jurisdiction in that regard as not complying with the statutes, by-laws or regulations applying thereto, the Purchaser shall forthwith carry out any required work to remedy any such non-

Purchaser(s)	Vendor

compliance and failing which, 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 of Purchase and Sale null and void. The Purchaser agrees that anything constructed by the Vendor which is not accessible due to the Unlawful Works shall not be covered by Tarion. In the event that the Vendor shall choose the option as hereinbefore set forth above to declare the Agreement null and void, it shall be entitled to retain the Purchaser’s deposit paid and the value of the Unlawful Works. The parties agrees that the damages which may be suffered by the Vendor as a result of the Unlawful Works cannot be assessed monetarily and the retention of the deposit and Unlawful Works, shall be deemed to be liquidated damages and not a penalty. **THE PURCHASER ACKNOWLEDGES THAT THE UNLAWFUL WORKS SHALL NOT BE COVERED BY TARIION.** The Purchaser covenants and agrees that it will not be entitled nor permitted to enter upon the Property prior to the Closing Date to supply any material and/or to perform any work or labour to or on the Dwelling or Property respectively. The Purchaser further covenants and agrees that the Vendor will not contract for the supply and installation of extras to the Dwelling to be constructed other than by way of written contract on a specific form supplied by the Vendor for that purpose within fourteen (14) days of the acceptance of this Agreement of Purchase and Sale.

11. If on or after registration of the plan of subdivision, and any subsequent subdivision or reference plan, the lot number and/or the municipal address of the Property is changed, the Purchaser agrees to accept such variation in lot number and/or municipal address and this Agreement shall be read with all amendments required thereby.

12. This offer is to be read with all changes of gender or number required by the context and, when accepted, shall constitute a binding contract of Purchase and Sale, and time shall, in all respects, be of the essence. The deposit monies are expressly deemed to be deposit monies only, and not partial payments. Default in payment of any amount payable pursuant to this Agreement on the date or within the time specified, shall constitute substantial default hereunder, and the Vendor shall have the right to terminate this Agreement and forfeit all deposit monies in full. A Five Hundred Dollars (\$500.00) administrative fee shall be charged to the Purchaser for any cheque delivered to the Vendor pursuant to this Agreement, or for any extras ordered, which is returned “N.S.F.” or upon which a “stop payment” has been ordered or is not honoured by the bank of the Purchaser for any other reason (collectively “returned cheque”) and such administrative fee shall form a credit in favour of the Vendor in the Statement of Adjustments for each Returned Cheque and shall be paid on the Closing Date. Without prejudice to the Vendor’s rights as to forfeiture of deposit monies as aforesaid, and in addition thereto, the Vendor shall have the right to recover from the Purchaser all additional costs, losses and damages arising out of default on the part of the Purchaser pursuant to any provision contained in this Agreement, including interest thereon from the date of demand for payment at the rate of 20% per annum, calculated daily, not in advance, until paid. In the event this Agreement, in future, is amended in order to accelerate the closing of the transaction or to change or alter the construction specifications of the Dwelling by giving the Purchaser a credit or reduction against the Purchase Price and the Purchaser fails to complete the transaction, all damages shall be assessed as if such amendment was not entered into. The Vendor shall not be responsible for any additional costs of any kind whatsoever incurred or to be incurred by the Purchaser relating to the Purchaser’s financing for the completion of this transaction as a result of any extension from time to time of the Closing Date. In the event any one or more of the provisions of this Agreement or any portion or portions thereof are invalid or unenforceable, the same shall be deemed to be deleted herefrom and shall not be deemed to affect the enforceability or validity of the balance of this Agreement of Purchase and Sale. The Purchaser, if required by the Vendor, shall execute and deliver on closing one or more covenants incorporating the terms hereof. **THERE IS NO ORAL AND/OR WRITTEN REPRESENTATION, WARRANTY, COLLATERAL AGREEMENT OR CONDITION AFFECTING THIS AGREEMENT OR THE PROPERTY, OR SUPPORTED HEREBY, EXCEPT AS SET FORTH HEREIN IN WRITING.** The Purchaser acknowledges and agrees that the covenants and obligations of the Vendor contained in this Agreement shall be those of the Vendor only and should the Vendor represent or act as trustee or agent on behalf of a beneficiary or principal (whether disclosed or undisclosed) in executing this Agreement, such beneficiary or principal shall have no liability under this Agreement, such liability being restricted to the Vendor only. All buildings and equipment shall be and remain at the Vendor’s risk until closing. In the event of any damage to the Dwelling, however caused, the Vendor shall be entitled to the insurance proceeds payable under any insurance policy coverage on the Dwelling. Deed to be prepared at Vendor’s expense, and shall be executed by the Purchaser if required by the Vendor and shall be registered forthwith on closing at the Purchaser’s expense.

13. In the event that the Vendor determines by March 31, 2023 (the “Vendor’s Cancellation Date”), in its sole, absolute and arbitrary discretion, that it has not received approval from an approving authority for site plan, plans or other development agreements, or if it is determined that it is not economically or otherwise feasible for it to construct or sell the units or otherwise proceed with the project, then in such event the Vendor, at its option, shall have the unilateral right of terminating this Agreement, upon written notice to the Purchaser, and in accordance with Tarion’s early termination conditions, as set out in Schedule Tarion “A” to this Agreement, and the Vendor shall thereupon return to the Purchaser all deposit monies theretofor paid, and this Agreement shall thereupon be null and void, and of no further force and effect, and the Vendor and any agent shall not be liable for any costs or damages incurred by the Purchaser in connection with this Agreement.

14. The marginal notations in this Agreement are for convenience purposes only and do not form part of, or in any way amend or affect, the contents of the whole or any part of this Agreement. This Agreement shall be construed and interpreted by the courts of and in accordance with the Laws of the Province of Ontario, as such laws from time to time shall be in effect.

15. This Agreement is conditional upon compliance with the requirements of Section 50 of the Planning Act, R.S.O. 1990, Ch.P.13, as amended, which compliance shall be obtained by the Vendor at its sole expense, on or before closing.

Purchaser(s)	Vendor

16. If the electronic registration system (hereinafter referred to as the “Electronic System” or ERS”) is operative in the applicable Land Registry Office in which the Property is registered, then at the option of the Vendor’s solicitor, the following provisions shall prevail, namely:

- (a) the Purchaser shall be obliged to retain a lawyer in good standing with the Law Society of Ontario to represent the Purchaser in connection with the completion of the transaction, and shall authorize such lawyer to enter into an escrow closing agreement with the Vendor’s solicitor on the latter’s standard form (hereinafter referred to as the “Escrow Document Registration Agreement”), establishing the procedures and timing for completing this transaction. The Purchaser shall reimburse the Vendor as an adjustment on closing for any additional legal costs that the Vendor may incur to complete this transaction under ERS.
- (b) the delivery and exchange of documents and monies for the Property and the release thereof to the Vendor and the Purchaser, as the case may be:
 - (i) shall not occur contemporaneously with the registration of the transfer/deed (and other registerable documentation); and
 - (ii) shall be governed by the Escrow Document Registration Agreement, pursuant to which the solicitor receiving the documents and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Escrow Document Registration Agreement;
- (c) if the Purchaser’s lawyer is unwilling or unable to complete this transaction via ERS, in accordance with the provisions contemplated under the Escrow Document Registration Agreement, then said lawyer (or the authorized agent thereof) shall be obliged to personally attend at the office of the Vendor’s solicitor at the time on the scheduled Closing Date as may be directed by the Vendor’s solicitor or as mutually agreed upon, in order to complete this transaction via ERS utilizing the computer facilities in the Vendor’s solicitor’s office;
- (d) the Purchaser expressly acknowledges and agrees that he or she will not be entitled to receive the transfer/deed to the Property for registration until the balance of funds due on closing, in accordance with the statement of adjustments, are either remitted by certified cheque via personal delivery or if agreed to by the Vendor’s solicitor, by electronic funds transfer to the Vendor’s solicitor (or in such other manner as the latter may direct) prior to the release of the transfer/deed for registration;
- (e) each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the Property shall be delivered to the other party hereto on or before the Closing Date; and
- (f) notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor’s solicitor has:
 - (i) delivered all closing documents and/or funds to the Purchaser’s solicitor in accordance with the provisions of the Escrow Document Registration Agreement;
 - (ii) advised the Purchaser’s solicitor, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
 - (iii) has completed all steps required by ERS in order to complete this transaction that can be performed or undertaken by the Vendor’s solicitor without the cooperation or participation of the Purchaser’s solicitor, and

without the necessity of personally attending upon the Purchaser or the Purchaser’s solicitor with the aforementioned documents and/or funds, and without any requirement to have an independent witness evidencing the foregoing.

17. Pursuant to subsection 3(1) of the Electronic Commerce Act of Ontario, as amended (or any successor or similar legislation): (i) the Purchaser acknowledges and agrees to use and accept any information and/or document to be provided by the Vendor and/or its solicitors in respect of this transaction in an electronic form if, when and in the form provided by the Vendor and/or its solicitors; and (ii) the Purchaser acknowledges and agrees to provide to the Vendor and/or its solicitors any information and/or document required in respect of this transaction in an electronic form as, when and in the form required by the Vendor and/or its solicitors, in their sole and unfettered discretion. The parties hereby consent and agree to the use of electronic signatures pursuant to the Electronic Commerce Act of Ontario, as amended, with respect to this Agreement and any other documents in respect of this transaction.

18. The Purchaser acknowledges and agrees that the Vendor shall determine, in its sole and unfettered discretion, the method by which the Purchaser is to make payment of any funds payable by the Purchaser in respect of this transaction. Such method may include, without limitation, payment in electronic form and/or by way of the electronic transfer and/or transmission of funds.

19. The Purchaser hereby consents to the Vendor obtaining a consumer report containing credit and/or personal information for the purposes of this transaction. In addition, the Purchaser shall deliver to the Vendor, within ten (10) days of written demand from the Vendor or any agent thereof made at any time prior to closing, all necessary financial and personal information required by the Vendor in order to evidence the Purchaser’s ability to pay the

Purchaser(s)	Vendor

balance of the Purchase Price on the closing date, including without limitation, written confirmation of the Purchaser's income and evidence of the source of the payments required to be made by the Purchaser in accordance with this Agreement. Any failure by the Purchaser to comply with the provisions of this paragraph shall constitute a default by the Purchaser, pursuant to which the Vendor shall have the right to terminate this Agreement and take forfeiture of the Purchaser's deposit in accordance with the provisions of this Agreement. In this regard, the Purchaser acknowledges and agrees that: (a) the aforesaid information has been provided with the Purchaser's knowledge and consent that such information may be used by the Vendor, its consultants and its lending institution(s) for the purpose of arranging financing to complete the transaction contemplated by this Agreement; and (b) such information may remain on file by the Vendor for future reference.

20. The Purchaser consents to the Vendor using and/or releasing to a company related to the Vendor the Purchaser's name and such personal information collected by the Vendor pursuant to this Agreement as may be required to contact the Purchaser (collectively referred to as the "Personal Information") in order to provide the Purchaser with: (a) its newsletters relating to the plan of subdivision or condominium; and (b) information and promotions relating to its projects. In addition, the Purchaser consents to the Vendor releasing Personal Information to any provider of utilities to the Dwelling (including, without limitation, gas, electricity, water, telephone, cable and/or satellite TV) and to any provider of rental equipment, a service or a commodity that can be utilized by the Purchaser relating to the Purchaser's use and enjoyment of the Purchaser's Dwelling.

21. This Offer is irrevocable until one minute before midnight on the Irrevocable Date hereinbefore set out, after which time if not accepted, this Offer shall be void and the deposit monies returned to the Purchaser, without interest. Subject to the provisions of the Tarion Schedule and herein contained, this transaction shall be completed on the Closing Date, on which date vacant possession of the premises is to be given to the Purchaser.

22.(a) Without limiting the generality of Section 19 hereof, the Purchaser shall provide to the Vendor, within ten (10) days of the date of execution of this Agreement, such financial information of the Purchaser as the Vendor reasonably requires from the Purchaser. The Vendor shall review such financial information and make such credit inquiries as it deems appropriate, the Purchaser hereby authorizing the Vendor to do so and any consumer reporting agency or credit bureau is hereby authorized to release such information as the Vendor may request without obtaining further authorization from the Purchaser. THE PURCHASER IS HEREBY NOTIFIED THAT A CONSUMER REPORT CONTAINING CREDIT AND/OR PERSONAL INFORMATION MAY BE REFERRED TO IN CONNECTION WITH THIS TRANSACTION AND THE PURCHASER HEREBY CONSENTS TO THE DISCLOSURE OF SUCH INFORMATION TO THE VENDOR'S ADVISORS, LENDERS, AGENTS, SUCCESSORS IN TITLE AND OTHER THIRD PARTIES INVOLVED IN THE TRANSACTION CONTEMPLATED HEREIN.

(b) This Agreement is conditional upon the Vendor being satisfied, in its sole and absolute discretion, that the Purchaser has the financial resources to complete the transaction contemplated in this Agreement. The Vendor shall have sixty (60) days following the later of: (A) the date of acceptance of this Agreement by the Vendor; and (B) the satisfaction or waiver by the Purchaser of the Purchaser's financing condition permitted under paragraph 6(k) of the Addendum, if applicable, to satisfy itself with respect to the Purchaser having the financial resources to complete the transaction contemplated in this Agreement. The Purchaser covenants and agrees to provide within ten (10) days of the date of acceptance of this Agreement by the Vendor, all requisite information and materials including proof respecting income and source of closing funds and evidence of a satisfactory mortgage approval signed by a conventional lending institution or other mortgagee acceptable to the Vendor, in its sole discretion, confirming that the said lending institution or acceptable mortgagee will be advancing funds to the Purchaser sufficient to pay the balance due on the Closing Date, as the Vendor may require to determine whether or not the Purchaser has the financial resources to complete the transaction contemplated in this Agreement.

Purchaser(s)	Vendor



Features & Finishes

Exteriors

- Basement foundation walls are poured concrete, with heavy duty damp proofing with a superior free draining membrane wrap.
- Re-enforced concrete garage floor slab.
- Windows and doors caulked with high quality type caulking.
- Oversized low maintenance vinyl thermopane casement windows (Low ‘E’argon glass filled, including “Zone C” Energy Star rating) throughout, screens throughout, except on fixed windows as per plan.
- Vinyl windows in Basement to be 30 inches x 16 inches (if grade permits).
- Metal insulated front entry door and door from house to garage. (If grade permits) with brush chrome finish grip set
- French doors / sliding doors complete with transom above (where size permits) as per applicable plan.
- Exterior railings on front elevations, decorative or required by building code to be aluminum railing (if grade permits).
- Featuring rear balconies on second floor off of kitchen/living dining room and walk out balconies on third floor off of master bedroom, complete with aluminum railings (on units as per applicable plan).
- Dead bolt locks for all exterior swinging doors.
- Plans featuring covered porticos at front entry.
- Durable maintenance free pre-finished aluminum and or vinyl soffits, fascia, eavestrough, down spouts and siding as per elevations, all colour coordinated.
- Premium moulded modern paneled sectional roll-up garage doors, with complementing glass insert (as per plan and elevation) with heavy duty springs and rust resistant hardware.
- Self-sealing quality asphalt roof shingles in blended colors with a 25 year Limited manufacturer’s warranty.
- Featuring color coordinated brick, with complementary elegant shadow stone finished with siding combinations surrounds in selected locations as well as detailed frieze boards as per elevation. Architecturally controlled elevations, streetscapes and exterior colours, to create a unique and an esthetically pleasing community.
- Precast concrete slab walkway from driveway to front entry and at rear patio (where applicable as per plans and elevations).
- Paved Driveways.
- Professionally graded and sodded lots.

Framing

- 2” x 6” Exterior wall construction with R-22 insulation, R-60 in attic, R-20 on basement walls exceeding Ontario Building Code Requirements for Energy Star qualified. Expanding foam insulation to be R-31 to all garage ceilings with finished areas above.
- High quality roof trusses with ties to minimize uplift and repairs in the future.
- All sub-floors are 5/8” plywood tongue and groove.
- Sub-floor is glued, screwed, and sanded prior to finishing.
- Pre-primed structural steel beams and posts.
- Sub-floors constructed using Engineered Floor Joist system.
- 2x4 party wall above grade separating living units.

Interior

- 9-foot ceilings on first, second and third floor (except drop ceiling areas).
- All archways, half walls are trimmed in wood with a painted finish.
- All interior wood trim and woodwork is primed and painted classic white.
- Colonial (+/-)2 3/4” window casing, doors and archways in all finished areas.
- Colonial (+/-)4 1/8” base boards throughout finished area.
- All first, second and third floor interior doors to be 6’8” high, two panels in a smooth finish.
- Straight lever type hardware in a satin nickel finish with matching hinges. Privacy lock sets on all bathrooms.
- Smooth ceilings on second floor.
- Textured stippled ceilings to include 4inch smooth border throughout first and third floor
- All closets have pre-finished melamine shelving and metal dowels.
- Quality latex paint on interior walls (choice of two colours) from builder’s standard samples.
- Master bedroom complete with Walk-in closets, as per plans.
- Elegant natural finish Oak Staircase with Oak Veneer Stringers and Oak Nosing from First to

second floor and third floor as per applicable plans. Basement stairs to be pine, painted gray (as per applicable plan).

- Elegant 1 ¾” Oak Pickets with 3” solid Oak Handrail on Stair wells to finished areas as per plan in natural finish.
- Door from garage to house where grade permits (as per applicable plan).

Flooring

- High quality imported ceramic tiles (12”x12” or 13”x13”) in foyers powder room, laundry room and all bathrooms as per applicable plan from builders’ standard samples.
- Quality 40 oz. broadloom with foam under pad to first floor family/Flex room, upper hall on third floor and all bedrooms, except tiled areas as indicated on plans.
- Elegant builder premium 3 ¼” x ¾” oak hardwood flooring on second floor in non tiled areas (in natural finish as per applicable plan).

Laundry

- Laundry area with tub with hot and cold and connections for water and drain for washing machine (as per applicable plans where indicated)
- Dyer vent connection to exterior.
- Heavy duty electrical outlet for dryer and electrical outlet for washer.

Kitchen & Bath

- Kitchens and all bathrooms to be quality built cabinetry. (as per vendors standard samples)
- Extended Kitchen uppers cabinets throughout.
- All kitchen layouts to include deep fridge upper cabinet with extended gable(s).
- Kitchens and all baths to be post formed, from builder’s standard.
- Kitchen island to have extended breakfast bar countertop.
- Principal ensuite shower stalls to have frameless clear glass panel(s), half panel(s)and a frameless glass shower door with a chrome handle and hinges, as per plan.
- 8x10 Ceramic wall tiles in all tub/shower combo units to ceiling heights (where applicable).
- Ceramic tiles on tub decks and wall splash, splash to be 12 inches (approx.) from tub deck.
- All showers to be tiled Excluding ceilings, as per plan.
- 42” inch tall mirrors above all bathroom vanities, (widths will vary as per plan).
- Powder room and second floor baths will receive white ceramic accessories, tissue dispenser, soap dish and towel bar.
- White bathroom fixtures in Ensuite, main bath and powder rooms as per plan.
- Pedestal sink in powder room as per plan.

Electrical

- All copper wiring throughout the home.
- 100 Amp. Service, with circuit Breaker panel.
- Interior light fixtures in every room, hallways and walk-in closets, excluding Living rooms where switched wall receptacles are provided for future lamp (where applicable).
- Water proof shower light in all separate shower stalls.
- All bathroom electrical receptacles with a ground fault interrupter (G.F.I.).
- Tamper-resistant receptacles throughout, to ensure child safety.
- White decora switches and plugs throughout.
- Front door electric door chime.
- Heavy duty cable & receptacle for stove
- Interconnected smoke alarms on each level including the basement, as per the Ontario Building Code.
- Carbon Monoxide detector as per the Ontario Building Code.
- Split-circuit electrical outlets above the kitchen counter for future small appliances.
- Electrical outlet(s) in the garage ceiling for future garage door opener(s).
- Rough-in only for central vacuum system piped to the basement.
- Rough-in pipe from basement to attic for future solar readiness.
- Rough-in electrical wire for future dishwasher in the kitchen.
- All bathrooms (with or without windows) have Exhaust fan (Energy Star Qualified) vented to the outside.

- Antique-styled coach lights on front elevations including light at rear door(s) as per elevation.
- An exterior weather proof electrical receptacle in the rear yard and front porch (as per the Ontario Building code).
- Rough-in security system, includes first floor contacts to all perimeter doors and windows.
- Strip light over vanities for all bathrooms.
- Pre-wire for cable TV outlets in family room and master bedroom as per plan.
- Pre-wire telephone/network cat 5 outlets in family room and master bedroom.

Heating

- Forced air Natural gas condensing furnace, 95% efficiency power vented to exterior.
- Energy Star condensing domestic hot water tank (rental unit).
- Heat recovery Ventilation unit (H.R.V), simplified system.
- Ducting sized for future central air conditioning.
- Central air Conditioning.
- Centrally located electronic Energy Star Qualified thermostat on main floor for all units.
- Stainless Steel hood fan over stove, 6” vent to the exterior.

Plumbing

- Flexible water pipe solution using PEX pipe to reduce noise and eliminate solder contaminants within pluming system.
- All sink basins and plumbing fixtures to include shut-off valves.
- Water supply and drain provisions for future dishwasher in kitchen.
- Exterior water taps have inside shut off valves, located at the rear of the house and in the garage (where applicable).
- Moen chrome single lever pressure balanced temperature-controlled shower faucets for comfort and safety.
- Premium moen faucets throughout.
- Premium Moen washer-less chrome single-lever faucet(s) for all bathroom lavoratory sinks, including Kitchen and Laundry, with manufacturer’s limited long-term warranty (from builder’s standards).

Warranty

- Caliber Homes Guarantee.
- Backed by “TARION” (Ontario New Home Warranty Program.)
- Caliber Homes Inc. is a registered member of TARION in Good Standings, and shall comply with all warranty requirements.
- 7 year structural and 2 years warranties and 1-year Builder’s comprehensive warranty.

Notes

- All illustrations are artist’s conceptions only.
- The purchaser acknowledges that the specifications, landscaping, finishes and furnishing etc., in the model home(s) or sales center is for display purposes only and may not be of similar grade or type, or not necessarily included in the purchase of the home.
- The purchaser acknowledges that variations in shade and colour may occur in finished materials, and or on site finishes due to normal production processes.
- The purchaser acknowledges that the floor plan may be reversed.
- The Vendor reserves the right to substitute materials that are of equal or better quality.

E & O E April 2022

Purchaser(s)	Vendor

