

**SCHEDULE "G" - GENERAL PROVISIONS**

1. **ORAL REPRESENTATIONS**

**ORAL REPRESENTATIONS OR WARRANTIES BY THE VENDOR OR ITS AGENTS SHALL NOT FORM PART OF NOR SHALL THEY AMEND THIS AGREEMENT. THE PURCHASER ACKNOWLEDGES HAVING READ ALL PARAGRAPHS AND SCHEDULES OF THIS AGREEMENT.**

2. **DEPOSITS**

All deposits paid by the Purchaser shall be held by the Vendor's solicitor in a designated trust account, and shall be released only in accordance with the provisions of Section 81(7) of the Act and the regulations thereto (or any successor statutory provision governing condominium deposit monies, if the Act is hereby replaced or amended). Without limiting the generality of the foregoing, and for greater clarity, it is understood and agreed that with respect to any deposit monies received from the Purchaser in excess of \$20,000.00, the Vendor's solicitor shall be entitled to withdraw such deposit monies from said designated trust account prior to the final closing of this transaction, if and only when the Vendor obtains one or more excess condominium deposit insurance policies (issued by any insurer selected by the Vendor, authorized to provide excess condominium deposit insurance in Ontario) insuring the deposit monies so withdrawn (or intended to be withdrawn), and delivers the excess condominium deposit insurance policies (duly executed by or on behalf of the insurer and the Vendor) to the Vendor's solicitors holding the deposit monies for which said policies have been provided as security, in accordance with the provisions of Section 21 of O.Reg 48/01 to the Act.

3. **PARKING AND LOCKER UNITS (if applicable)**

The Purchaser acknowledges that in the event any Parking Unit(s) (if applicable), or Locker Unit(s) (if applicable) or the exclusive use area(s) (if applicable) are part of the Unit or being purchased by the Purchaser as set out in this Agreement or any amendment hereto, any of the foregoing will be designated by the Vendor prior to the Occupancy Date or the Unit Transfer Date. The Vendor shall have the right in its sole, absolute and unfettered discretion to designate the location of the Parking Unit(s) (purchaser acknowledges that the Parking Unit may be located indoor or outdoor) (if applicable), the Locker Unit(s) (if applicable) and the exclusive use area(s) (if applicable) and may re-designate any one or more of same from time to time prior to the Occupancy Date or the Unit Transfer Date. The Vendor may give priority as to the location of such units, if any, to persons with a disability as determined by the Vendor in its sole, absolute and unfettered discretion.

Parking Units may be indoor, outdoor or adjacent to other Parking Units, walls, columns, beams, other structures, etc. The Vendor makes no representations or warranties regarding the ceiling height of the Parking Units, the parking garage, garage access ramp(s) or drive aisle(s) or whether certain motor vehicles will be able to access the Parking Units, the parking garage, garage access ramp(s) or drive aisle(s) due to the dimensions of such motor vehicles.

4. **COMPLETION OF UNIT**

The Unit shall be deemed to be completed for the purposes of Occupancy on the Occupancy Date or any extension thereof when the requirements of Section 9 of the Tarion Addendum and Statement of Critical Dates have been met, and the Purchaser agrees that he shall take occupancy of the Unit on the Occupancy Date and the Vendor shall complete any outstanding details of construction required by this Agreement within a reasonable time thereafter having regard to weather conditions and the availability of supplies or tradesmen. In any event, the Purchaser acknowledges that failure to complete other units within the building in which the Purchaser's Unit is located, or the common elements on or before the Occupancy Date shall not be deemed to be a failure to complete the Unit.

The Purchaser agrees to complete this transaction notwithstanding any claims submitted to the Vendor and/or the *Ontario New Home Warranties Plan Act*, RSO 1990, c 0-31 (the "**Warranty Act**") or otherwise in respect of apparent deficiencies or incomplete work. The Vendor makes no representations, warranties or covenants regarding the size, area and dimensions of any balcony(ies), patio(s) and/or terrace(s) (as applicable, if any) appurtenant to the Unit. The Purchaser covenants and agrees that the Purchase Price is not based on the size, area and dimensions of any balcony(ies), patio(s) and/or terrace(s) (as applicable, if any) appurtenant to the Unit. The Purchaser shall have absolutely no claim or cause of action whatsoever against the Vendor or its sales representatives (whether based or founded in contract, tort or in equity) with regards to/pertaining to/arising from the size, area and dimensions any balcony(ies), patio(s) and/or terrace(s) (as applicable, if any), nor shall the Purchaser be entitled to any abatement and/or reduction in the Occupancy Fee and/or Purchase Price whatsoever as a consequence of the size, area and dimensions of same.

5. **INTERIM OCCUPANCY**

- (a) The Purchaser shall, subject to any other provisions of this Agreement to the contrary, take possession of the Unit as a monthly occupant from the Occupancy Date until the Unit Transfer Date, upon the terms set forth in the occupancy provisions contained in this paragraph 5 and paragraph 6 below (which in such instances shall constitute the occupancy agreement), and/or shall execute at the Vendor's option its standard form of occupancy agreement (either occupancy agreement hereinafter called the "**Occupancy Agreement**"). In the event of a conflict between any term contained in the Vendor's standard form of occupancy agreement and any term contained in the occupancy provisions hereof, the provisions of the Vendor's standard form of occupancy agreement shall prevail.
- (b) Should any parking unit(s) and/or locker unit(s) purchased hereunder (or in any amendment, addendum or schedule hereto) or bicycle storage not be available for use during certain (or all) period(s) between the Occupancy Date and the Unit Transfer Date, as determined by the Vendor in its sole and unfettered discretion, the Purchaser shall nevertheless take possession of the residential unit purchased hereunder (and such other units purchased hereunder as are available for use during such period(s), as determined by the Vendor in its sole and unfettered

Purchaser(s)	Vendor(s)

discretion) on the Occupancy Date and the Purchaser shall not be entitled to any abatement or reduction in the Occupancy Fee and/or Purchase Price whatsoever as a consequence of any parking unit(s) and/or locker unit(s) purchased hereunder (or in any amendment, addendum or schedule hereto) not being available for use during certain (or all) period(s) between the Occupancy Date and the Unit Transfer Date, nor shall the Purchaser have any claim or cause of action whatsoever against the Vendor or its sales representatives (whether based or founded in contract, tort or in equity) with regards to/pertaining to/arising from the foregoing. Further, the Purchaser shall have absolutely no claim or cause of action whatsoever against the Vendor or its sales representatives (whether based or founded in contract, tort or in equity) for the unavailability for use of any parking unit(s) and/or locker unit(s) or bike racks as aforementioned.

- (c) On the Occupancy Date, the Purchaser shall deliver a clear and up-to-date execution certificate in respect of the Purchaser's name from the Land Titles Office or Sheriff's Office in the judicial district in which the Unit is situated, or provide the Vendor's solicitor with such other information and documentation as may be required in order to satisfy the Vendor's solicitor, in its sole discretion, that the Purchaser is not one and the same person as any particular execution debtor named in any particular execution on file in the said offices along with a certificate of liability insurance in the form and amount acceptable to the Vendor.
  
- (d) The Purchaser shall pay an occupancy fee (the "**Occupancy Fee**") monthly, in advance, on the first day of each month, during the period between the Occupancy Date and the Unit Transfer Date, which Occupancy Fee shall be payable pro rata for periods of less than a whole month at the beginning or end of the occupancy period. The Occupancy Fee shall be equal to the maximum amount permitted in section 80(4) of the Act. The Purchaser shall provide any number of postdated cheques with respect to the Occupancy Fee as and when the Vendor may reasonably require same. The Purchaser acknowledges and agrees that any cheques delivered to the Vendor with respect to the Occupancy Fee and which are not negotiated by the Vendor shall, at the sole option of the Vendor, either be destroyed by the Vendor and not be returned to the Purchaser or his solicitor, or be returned by the Vendor to the Purchaser or its solicitor. **NO PART OF THE OCCUPANCY FEE SHALL BE CREDITED TOWARDS THE PURCHASE PRICE ON THE UNIT TRANSFER DATE NOR SHALL ANY PART THEREOF BE RETURNED TO THE PURCHASER IN THE EVENT THAT ANY DEPOSIT MONIES ARE TO BE RETURNED TO THE PURCHASER BY REASON OF THE TERMINATION OF THIS AGREEMENT.** No adjustment shall be made for fluctuations in those items on which the Occupancy Fee is based other than as required in the Act, save and except as provided for in the following sentences in this subsection. The Vendor reserves the right to charge taxes applicable only to the land to the Purchaser as part of the monthly Occupancy Fee and adjust on the Unit Transfer Date any interim bills paid by the Vendor prior to the Unit Transfer Date. The Purchaser in such event shall still be responsible for all supplementary tax bills resulting from the construction of the Condominium from and after the confirmed Occupancy Date and all tax bills after the Unit Transfer Date applicable to the Unit.
  
- (e) The Purchaser covenants and agrees to provide the Vendor's solicitor, within sixty (60) days of the date of acceptance of this offer, with an irrevocable direction indicating the manner in which the Occupancy Agreement is to be engrossed and title to the Unit shall be taken on the Unit Transfer Date, setting forth the full names, birth dates and marital status and social insurance number of the Purchaser and all other parties permitted by the Vendor to take title to the Unit, as well as the address for service to be inserted in the transfer, failing which the Purchaser shall be in default hereunder, and in addition to any other rights and remedies available to the Vendor (either at law or in equity) as a result of such default by the Purchaser, the Vendor shall thereupon be entitled to engross the Occupancy Agreement and the transfer to the Unit in the name of the Purchaser as noted on the front page of this Agreement, and the Purchaser shall be bound thereby and shall be estopped from requiring any further changes to the manner in which the Occupancy Agreement and/or the transfer are so engrossed.
  
- (f) The Purchaser agrees to provide the name, address and telephone number of its solicitor and all other information requested or required for the completion of the transaction to the Vendor or its solicitor in writing no later than sixty (60) days prior to the Occupancy Date. If the Purchaser changes solicitors or the Purchaser or its solicitor (i) fail to provide the aforesaid information or required title information; (ii) change or amend any of the information provided, including title information required for engrossing the Occupancy Agreement or the transfer to the Unit as required by the preceding paragraph; or (iii) provide information to the Vendor or its solicitors that is incorrect or amended for any reason, the Purchaser shall be charged a fee as determined by the Vendor plus Applicable Taxes (as defined herein) on the Statement of Adjustments.
  
- (g) The Purchaser agrees to obtain from the Vendor a time of day during which the Purchaser shall be entitled to move into the Unit and to use the elevator(s), corridor(s) and/or stairwell(s) designated for such purposes (as applicable). The Purchaser shall be responsible for all damages to the elevator(s), stairwells and/or corridors (as applicable) as a result of the Purchaser's use and shall provide a security deposit in an amount determined by the property manager payable to the Vendor prior to being granted use of the elevator(s), corridor(s) and/or stairwell(s) (as applicable). If the elevator(s), corridor(s) and/or stairwell(s) (as applicable) are damaged as a result of the Purchaser's use, then the Vendor shall be entitled to retain from such deposit an amount equal to the cost of repair for the damage, and if such cost exceeds the amount of the security deposit then, the Purchaser shall pay to the Vendor the difference immediately, failing which an amount equal to such difference shall be paid on the Occupancy Date or the Unit Transfer Date, as determined by the Vendor, together with interest at the rate described in the paragraph headed Default.

Purchaser(s)	Vendor(s)

6. **THE OCCUPANCY AGREEMENT**

If the Unit (not including any parking unit, storage unit or any bicycle storage) is sufficiently completed to permit Occupancy thereof by the Purchaser, then the Purchaser shall take possession of the Unit on the Occupancy Date established in accordance with the Taron Addendum. Possession of the Unit shall be given to the Purchaser on the Occupancy date established in accordance with the Taron Addendum, subject to terms and conditions in this Agreement, including without limitation:

- (a) Subject to the provisions hereof, only the Purchaser or members of the Purchaser's immediate family shall have the right to occupy the Unit, for residential purposes only, in accordance with the terms and provisions of the draft condominium documents included in the Disclosure Statement (hereinafter the "**Condominium Documents**"), and shall comply with same as if they were the owner of the Unit, and shall maintain and repair same in a clean and sightly manner as would a prudent owner, and shall make no change, alteration, or addition to the Unit without the Vendor's prior written consent (which consent may be arbitrarily withheld). The Purchaser acknowledges and agrees that he shall not have access to the Unit prior to the Occupancy Date without the Vendor's prior consent and without being accompanied by a representative of the Vendor;
- (b) The Purchaser shall pay all telephone, cable/satellite television, utility and other expenses for the Unit other than those included as a proposed common expense (including without limitation) any administrative charges imposed by any utility provider as a result of such utility being separately metered;
- (c) The Purchaser shall maintain insurance on any decoration, furnishing or improvement to the Unit as well as for third party liability and shall indemnify the Vendor from any damage to property or injury to persons within or on the Unit or elsewhere if caused by the Purchaser or any person for whose actions the Purchaser may in law be liable;
- (d) The Purchaser's right to occupy the Unit may be terminated by the Vendor if the Purchaser is in default under this Agreement or the Occupancy Agreement, or if this Agreement has been terminated for any reason. If the Occupancy Agreement or this Agreement is terminated, the Purchaser shall vacate the Unit immediately, and shall indemnify the Vendor for any costs incurred in connection with its repossession of the Unit and/or in restoring or repairing the Unit;
- (e) Subject to the provisions hereof, the Purchaser may not assign the Occupancy Agreement or sublet or otherwise part with possession of the Unit, without the Vendor's prior written consent which consent may be unreasonably or arbitrarily withheld; and
- (f) The Vendor shall have the right to enter the Unit at all reasonable times (unless there is an emergency, in which case such right to enter the Unit can be at any time) for the purpose of conducting inspections thereof, for facilitating the registration of the Condominium under the Act, and for correcting and completing any outstanding work with respect to the Condominium.

7. **CONSTRUCTION, CHANGES AND DECOR PACKAGES**

The Vendor agrees to complete the Unit and common elements in a good and workmanlike manner. The Vendor shall have the right from time to time to make reasonable changes in the opinion of the Vendor in the plans and specifications of the Unit and the Condominium (regardless whether the aforesaid have been submitted to the relevant governmental authority) and any changes required by any relevant governing authority in the plans and specifications of the Unit and the Condominium and every aspect thereof if required and to substitute other material for that provided for under this Agreement or in the plans and specifications of the Unit or the Condominium, provided that such alternative material is of a quality equal to or better than the material hereunder or in the plans and specifications and to complete this transaction notwithstanding same and the Purchaser hereby consents to such changes and substitutions. The Purchaser acknowledges and agrees that the Vendor may insert or add any items, including without limitation, windows, columns, fire walls, conduits, beams and/or bulkheads within or adjacent to the Unit and/or remove, change, delete, vary, alter or modify the number, size and location of any of the foregoing items from the number, size and/or location of same as displayed or illustrated in the sketch of suite attached hereto as Schedule "C" or any promotional material or information which may include, without limitation, sales brochure(s), model(s), rendering(s), vignette(s) and/or floor plan(s) previously delivered or shown to the Purchaser or to the public (regardless of the extent or impact thereof). The Purchaser shall have absolutely no claim or cause of action whatsoever against the Vendor or its sales representatives (whether based or founded in contract, tort or in equity) for any such insertions, additions, removals, changes, deletions, variations, alterations or modifications, nor shall the Purchaser be entitled to any abatement or reduction in the Purchase Price whatsoever as a consequence thereof. The Purchaser acknowledges and agrees that the Vendor shall have the right, in its sole and absolute discretion to effect the changes to the Condominium contemplated in the Disclosure Statement, to change the legal description or the municipal address of the residential unit and the right to change the Condominium's municipal address or numbering of the Units in terms of unit number and/or level number and the number of units in the Condominium as a result of a combination of units, splitting units, adding additional units, removing units and reducing or increasing the height of the Condominium by reducing or increasing the number of floors of the Condominium and altering the exterior design and features of the Condominium, which the Vendor can effect in its sole and unfettered discretion; provided, however, that the Purchaser's residential unit location on the floor-plate and configuration shall not be altered except as provided herein. The Purchaser acknowledges and agrees that the construction timetable for the lands adjacent to and/or nearby the Condominium, if applicable, and the type, character, composition, number of buildings and other development matters of the improvements to be constructed thereon will be totally at the discretion and control of the owners thereof. The Purchaser covenants and agrees that in the event that there is a "material change" permitting the Purchaser to rescind this Agreement pursuant to s.74(6) of the Act, then the Purchaser agrees that its only recourse against the Vendor is such right of rescission pursuant to the Act and the return of its deposits paid under this Agreement and the Purchaser shall not claim specific performance and/or special damages against the Vendor as a result, notwithstanding any rule of law or equity to the contrary.

Purchaser(s)	Vendor(s)

The items set out in Schedule "A" attached hereto are included in the Purchase Price. Model unit and vignette furnishings, decor, improvements, mirrors, drapes, tracks and wallpaper, if any, are for display purposes only and are not included in the Purchase Price. The floor area and dimensions of the represented units relate to units that are located midway in the building and, because the structural, mechanical and architectural elements will differ on a floor by floor basis, the floor area and the dimensions of such units will vary on a floor by floor basis (if applicable). The Purchaser acknowledges that the Unit may be a reverse mirror image plan of the plan attached hereto as Schedule "C" and that the floor area and dimensions of any room contained thereon or the Unit as represented in any schedules hereto and sales or promotional material or provided by the Vendor's sales agents has been determined in accordance with the provisions of the applicable Builder Bulletin issued pursuant to the *Ontario New Home Warranties Plan Act* (the "**Warranty Act**"), that such calculations and measurements are approximate only, that the net living area of the Unit will differ from the floor area of the Unit determined in accordance with the aforesaid bulletin, that there is no representation or warranty as to the size of the Unit, that the purchase price is not based on the floor area of the Unit and that the Purchaser shall not be entitled to an adjustment for same in the event that the actual floor area of the constructed Unit differs from that indicated by the promotional material or provided by the Vendors agents. In accordance with the foregoing, and without limiting the generality of the foregoing, all details and dimensions are approximate and are subject to change without notice to the Purchaser. Any reference to ceiling heights in this Agreement or the Schedules attached hereto shall mean the approximate height from unfinished floor slab surface to unfinished ceiling slab surface and such, heights will be reduced by sound attenuation features, finishes of floors and ceilings and installations such as bulkheads, etc.

Purchaser's choice of interior colour and material shall be from Vendor's standard samples, if not yet ordered or installed, and provided that colours and materials are available from suppliers. Without limiting the generality of the foregoing, any of the foregoing selection of features and finishes made by the Purchaser in accordance with this Agreement shall be subject to the availability thereof at the time that the Vendor is prepared to install same and if any selected feature or finish is not then available, the Purchaser will then be required to re-select from any additional samples then available from the Vendor, again subject to the requirement of further re-selection in the event that the additional selection(s) made by the Purchaser are also not available as described above. Purchaser agrees to select the colour and material within 14 days after notification by the Vendor, otherwise the Vendor reserves the right to choose the colour and material to complete the dwelling and the Purchaser agrees to close the transaction with the Vendor's choice of colour and material.

The Vendor is not responsible for shade difference occurring in the manufacture of items such as, but not limited to, finishing materials or products such as cushion floor, carpet, floor tiles, roof shingles, brick, aluminum or vinyl siding, bath tubs, water closets, sinks and other such products' where' the product' manufacturer establishes the standard for such finishes. The Vendor is also not responsible for colour variations in natural products or the finishes on natural products such as but not limited to marble, porcelain, limestone, slate, 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.

The Purchaser covenants and agrees that the Purchaser shall pay to the Vendor in advance for all extras, upgrades or changes, and Applicable Taxes (as defined herein) in addition thereto, ordered by the Purchaser at the time such order is made and the Purchaser further acknowledges and agrees that such payment is non-refundable in the event that this transaction is not completed due to a default, fault, action or inaction of the Purchaser. Notwithstanding anything herein contained to the contrary, the Purchaser acknowledges and agrees that if, upon the Unit Transfer Date, any of the extras, upgrades or changes ordered by the Purchaser remain incomplete in whole or in part or if the Vendor shall, in its sole discretion, determine that it will not provide extras, upgrades or changes or cannot complete the extras, upgrades or changes then they shall be refunded to the Purchaser upon the Unit Transfer Date that portion of the amount paid by the Purchaser in connection with such extras, upgrades or changes allocated to those extras, upgrades or changes which remain incomplete in whole or in part as aforesaid, as determined by the Vendor. The Purchaser further acknowledges and agrees that the amount so paid to the Purchaser (or for which, in the alternative, 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, upgrades or changes shall be limited to the return of the amounts referred to aforesaid and, thereafter, there shall be no further liability upon the Vendor in connection with such incomplete extras, upgrades or changes and upon such payment being made or credit being given, the Vendor shall be deemed to have been released from any and all obligations, claims or demands whatsoever with respect to such incomplete extras, upgrades or changes. If the Purchaser neglects to advise the Vendor forthwith upon request as to the Purchasers selection of finishing specifications, or orders any extras, upgrades in interior finishings, or performs any work in or about the Unit which causes delay on the Vendor's construction operations, the Vendor may require the Purchaser to take occupancy of the Unit and complete this transaction on the Unit Transfer Date herein set out without holdback of any part of the Purchase Price, on the Vendor's undertaking to complete any one of the Vendor's outstanding work from time to time. On occasion, certain extras/upgrades may be installed by the Vendor after the Occupancy Date at the Vendor's discretion.

The Purchaser acknowledges that the distance and views from the proposed building shown on any site plan, marketing materials, signs, artists renderings or scale model are approximate only and/or may be modified during construction. The Purchaser acknowledges and agrees that the Vendor may, at its sole, absolute and unfettered discretion, make alterations, changes, additions or deletions to anything, including without limitation any buildings, structures and improvements, included or depicted on any such site plan, marketing materials, signs, artists renderings or scale model.

Purchaser(s)	Vendor(s)



8. **WARRANTY**

Notwithstanding what may otherwise be expressed in this Agreement, the Vendor covenants that on the Occupancy Date a written warranty in the Warranty Act standard form will be requested by the Vendor from the administrator of the Warranty Act. The Purchaser agrees to accept such warranty in lieu of any other warranty or guarantee, expressed or implied, it being understood and agreed that there is no representation, warranty, guarantee, collateral agreement or condition precedent to, concurrent with, or in any way affecting this Agreement or the subject land or Unit other than as expressed in the Warranty Act.

Notwithstanding the foregoing or anything contained in the said warranty, the Purchaser waives any right to any claim against the Vendor for damage to any ceilings or walls due to normal shrinkage and the Purchaser agrees that this Agreement may be pleaded by the Vendor in estoppel of any such claims by the Purchaser. With respect to any engineered hardwood flooring or a similarly offered product within the kitchen, the Purchaser acknowledges and agrees that product warranties and responsibilities of the Vendor will not extend to any damage caused by the Purchaser or any act or omission for which the Purchaser is responsible.

9. **INSPECTION OF UNIT**

- (a) The Purchaser or its designate shall inspect the Unit (such inspection hereinafter referred to as the "PDI") immediately prior to the Occupancy Date with a representative of the Vendor at a time appointed by the Vendor and the parties shall indicate on the face of the Warranty Act's Certificate of Completion and Possession Form (the "Certificate"), the approval of the Purchaser, which shall be subject only to the completion of seasonal work, and any items of a similar nature uncompleted, and listed thereon, and save as to such list the Purchaser shall be conclusively deemed to have accepted the Unit as complete in accordance with this Agreement on or before the PDI, the Vendor shall provide the Purchaser with a Homeowner Information Package that is available from the Tarion Warranty Corporation ("Tarion"). The Vendor will complete all matters set out in the said Certificate as soon as reasonably practicable. Further, the Vendor agrees to rectify any defects in materials or workmanship covered by the Warranty Act's warranty issued to the Purchaser as soon as reasonably practicable after the same will have been called to the Vendor's attention by notice in writing and in accordance with the guidelines of Tarion. Except for the aforementioned inspection with the Vendor's representative, the Purchaser shall not enter (and shall not direct or cause anyone to enter) the property until the Purchaser has completed his obligations under this Agreement on the Occupancy Date. The Purchaser shall provide the Vendor with written notice, at least five (5) days prior to the date appointed by the Vendor for the PDI, irrevocably appointing the Purchaser's designate, if any. The Purchaser acknowledges that a Homeowner Information Package is available from Tarion Warranty Corporation; the Vendor has/will deliver to the undersigned a Homeowner Information Package as provided by Tarion Warranty Corporation on or before the date of the PDI; and the Purchaser shall execute any confirmation or statements confirming receipt of the Homeowner Information Package in accordance with Tarion's requirements.
- (b) The completion of the foregoing inspection and the preparation and endorsement of the Certificate are conditions of the Vendor's obligation to give occupancy of the Unit and to complete this transaction. Failure by the Purchaser to attend at the appointed time for the inspection and to complete the Certificate shall be deemed to be a default by the Purchaser under this Agreement. The Vendor, at its sole option, may thereupon either terminate the transaction in accordance with the provisions set out in the paragraph(s) headed Default herein, or may elect to complete the Certificate on behalf of the Purchaser. The Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as his lawful attorney in the Purchaser's name, place and stead for this purpose.

10. **DAMAGES BEFORE CLOSING**

The Unit shall be and remain at the risk of the Vendor until the Unit Transfer Date. If the Unit or the building of which the Unit forms a part are substantially damaged or destroyed before the Unit Transfer Date thereby rendering the Unit uninhabitable, the Vendor may, at its sole discretion, either (i) repair the damage or (ii) cancel this Agreement.

If the Vendor elects to repair the damage, the parties acknowledge and agree that such damage shall be deemed and construed to constitute an "Unavoidable Delay", as such term is defined in the Tarion Addendum and the Occupancy Date and/or Unit Transfer Date shall be extended accordingly. If the Purchaser has already taken possession of the Unit at the time of such damage, then the Purchaser shall (if required by the Vendor) temporarily vacate the Unit to facilitate the repairs without abatement to the Occupancy Fee or any other compensation (unless the Vendor otherwise agrees in its sole discretion). If the damage is so extensive that the completion of the transaction contemplated by this Agreement is frustrated (as determined by the Vendor acting reasonably), the Purchaser acknowledges and agrees (as provided above) that the Vendor shall have the right to cancel this Agreement and , in this event, the Deposit shall be returned to the Purchaser with interest and without deduction (except as contemplated by the Occupancy Agreement), the Purchaser shall immediately vacate the Unit and the Purchaser acknowledges and agrees that the Vendor shall not be liable for any losses, costs or damages incurred by the Purchaser as a result thereof. The Purchaser acknowledges that all insurance policies arranged by the Vendor and all insurance proceeds payable pursuant to such policies shall be for the sole benefit of the Vendor.

The Purchaser acknowledges and agrees that any damage to the Unit or the Building caused by any act or omission of the Purchaser (or any person for whom the Purchaser is responsible in law) shall be for the Purchaser's account and the Purchaser agrees to fully indemnify the Vendor from all costs, damages and expenses incurred by the Vendor in this regard.

The Purchaser is advised that the Vendor's Builders risk and/or comprehensive liability insurance policies (effective prior to the registration of the building) and the building's master insurance policy (effective from and after

Purchaser(s)	Vendor(s)

the registration of the building) will only cover the common elements and the Standard Unit (and the Purchaser is specifically advised that the definition of "Standard Unit" may exclude floor coverings, countertops, appliances, fixtures and other improvements). Consequently, the Purchaser covenants and agrees to acquire, at the Purchaser's sole cost and expense, commencing on the Occupancy Date and to maintain in good standing throughout the entire period of the Purchaser's occupancy and ownership of the Unit the following insurance coverage:

- (a) All risk insurance that provides adequate coverage, on a replacement cost basis, in respect of all floor coverings, countertops, appliances, fixtures and other improvements to the extent that same are not included as part of the "Standard Unit", together with property damage insurance for all furnishings, equipment, personal property and chattels of the Purchaser contained within his dwelling unit, parking unit and storage unit or elsewhere within the building and coverage for loss of use and/or occupancy in the circumstances of an insurable event.
- (b) public liability insurance (providing coverage of not less than \$2,000,000.00 per occurrence).
- (c) Insurance covering the deductible amount payable under the master insurance policy of the Vendor's insurer or the building's insurer (as the case may be) in the event that the Purchaser is responsible to pay such deductible.

The Purchaser agrees to provide evidence of the insurance referenced in this section to the Vendor on or before the Occupancy Date by means of a certificate of insurance issued by the Purchaser's insurance broker.

11. **ACCESS BY VENDOR FOR MAINTENANCE AND COMPLETION**

- (a) Notwithstanding the transfer of title to the Unit to the Purchaser, or occupancy of the Unit by the Purchaser, the Vendor or its duly authorized agents shall have free access at all reasonable times (unless there is an emergency, in which case such access can be at any time) to the Unit in order to make inspections or do any work or repairs thereon which may be deemed necessary in connection with the completion of the Unit or other units and the common elements in the Condominium or of any servicing or installations in connection with either the Unit or the common elements and this right shall be in addition to any rights and easements in favour of the Vendor under the Act.
- (b) The Purchaser shall not interfere with the completion of other units and the common elements by the Vendor. Until the Condominium is completed and all units sold, both in other phases of the condominium, if any, and in other condominium plans, as applicable, the Vendor may make such use of the Condominium as may facilitate such completion and sale, including, but not limited to the maintenance of a sales office, signs and model units, the showing of unsold units and the display of signs. The Purchaser covenants and agrees for itself and its agents and permitted assigns that they shall not enter the Unit or the common elements prior to the Occupancy Date except as approved or required by the Vendor.

12. **ACCEPTANCE OF TITLE BY PURCHASER**

The Purchaser agrees that the Unit and the property shall be subject to all registered restrictions and agrees to accept title to the Unit and the property subject to all the rights, agreements, notices and easements now registered or to be registered hereafter against the Unit, the common elements and/or the property for the supply and installation of telephone and other communication services, electricity, gas, sewers, water, heating, cooling, television cable or satellite facilities and other usual services; provided that if such rights and easements have not been determined when the Purchaser receives a transfer, such transfer will contain a covenant by the Purchaser to grant such rights and easements and/or confirm same upon the written request of the Vendor, and the Purchaser shall, if requested, execute such transfer or transfers as the Vendor shall require and submit same, provided the title is good and free from all encumbrances except:

- (a) as aforesaid;
- (b) the Declaration, Description, and By-Laws, notwithstanding that they may be amended or varied from the proposed Condominium Documents given to the Purchaser when entering this Agreement;
- (c) any development agreements, subdivision agreements or site plan agreements and any other such agreements with the municipal corporation or regional municipality or other tier of municipal government having jurisdiction, applicable by-laws whether registered or not, provided that the Vendor is in compliance thereof;
- (d) any easements, rights-of-way, crane swing agreements, tie-back agreements, cost sharing and/or, reciprocal agreements with adjoining lands, restrictions, restrictive covenants, encroachment agreements, conditions or covenants that run with the land, and subject to all rights, licences, and easements or agreements now registered or to be registered for the installation and maintenance of any public or other utility including, without limitation, telephone, internet, electricity, gas, sewer, water, heating, cooling, cable or satellite and any easements or right of entry for the operation and maintenance of adjacent condominium corporations or lands;
- (e) any easements, rights-of-way, crane swing agreements, tie-back agreements, licences, or agreements with or required by the municipal corporation or regional municipality or other tier of municipal government having jurisdiction with respect to future services to be installed or for other purposes;

Purchaser(s)	Vendor(s)

- (f) temporary easements, licenses or other rights in favour of the Declarant and/or its affiliates and/or the Vendor's assigned successors for construction and sales of this Condominium and any development in the vicinity thereto;
- (g) any easements or licences for the installation of the maintenance of public or other utilities including, without limitation, telephone, electricity, gas, sewer, water and cable/satellite television, as well as any rights, easements and interests in land reserved by the Vendor that do not materially affect the use of the Unit for residential purposes. The Purchaser shall execute any easements required for the said purposes upon being requested by the Vendor both before or after closing. The Purchaser acknowledges that the Deed or Transfer of the Unit may reserve such rights and easements;
- (h) official plan and zoning amendments passed by the municipal corporation or regional municipality or other tier of municipal government having jurisdiction;
- (i) any agreement(s), easement(s), covenants and restrictions between or among the Vendor on its behalf and on behalf of the owner(s) of improvements constructed or to be constructed on lands adjoining the subject property;
- (j) a Notice of Security Interest, if any, relating to any building automation system and equipment relating thereto, waste disposal system and to any other equipment as herein provided;
- (k) any lease agreement between the Condominium Corporation and any provider of mechanical equipment for the Condominium;
- (l) any lease agreement for any portion of the common elements;
- (m) as herein expressly provided; and
- (n) as to minor breaches in any of the foregoing that have been remedied or are in the process of being remedied as established by a statutory declaration of an officer or director of the Vendor.
- (o) any Certificate of Property Use issued by the Ministry of the Environment in relation to any risk assessment completed for the property. Purchaser's agree to execute an acknowledgement of receipt of such Certificate of Property Use. .

The Purchaser agrees that the retention by the relevant authority of security that is satisfactory to such authority intended to guarantee fulfilment of any outstanding obligations under any of the aforementioned agreements shall be deemed to be satisfactory compliance with the terms and provisions of the agreements. It is understood and agreed that the Vendor shall not be obliged to obtain or register on title to the Unit or property a release of (or an amendment to) any of the aforementioned development agreements, site plan agreements, subdivision agreements, easements, easement and cost sharing agreements, reciprocal agreements or restrictive covenants, nor shall the Vendor be obliged to have any of the same deleted from the title to the property. The Purchaser shall satisfy himself as to the Vendor's due compliance with the provisions of any such agreements, licences, restrictions or easements listed herein. Purchaser further agrees to accept the Vendor's solicitors' undertaking to discharge any mortgages, debentures, liens or encumbrances (the "Encumbrances") against the Unit or common elements that the Purchaser is not assuming and to close notwithstanding such mortgages, liens or encumbrances. In any event, the Vendor shall not be required to discharge the Encumbrance from the Unit until such time as the Purchaser has paid to the Vendor the purchase price for the Unit in full.

The Purchaser acknowledges and agrees that deposits paid hereunder shall be deemed to be monies held in trust pursuant to the provisions of Section 81 of the Act, and the Purchaser shall therefore be deemed to be a "home buyer" within the meaning of s.1(1) of the Construction Lien Act of Ontario and the Purchaser shall not be entitled to request or demand that any holdback for construction liens be maintained for any portion of the Purchase Price on the Occupancy Date or on the Unit Transfer Date.

The Purchaser acknowledges and agrees that the registered Condominium Documents and final budget statement for the one year period immediately following registration of the Condominium may vary from the proposed Condominium Documents and budget statement given to the Purchaser when entering into this Agreement, and in the event there is a material change to any of the documents comprising the Condominium Documents, then the Purchaser's only remedy shall be rescission of this Agreement in accordance with the Act and the return of its deposits paid under this Agreement and the Purchaser shall not claim specific performance and/or special damages against the Vendor as a result, notwithstanding any rule of law or equity to the contrary. The Purchaser further agrees to accept title to the Unit subject to the Condominium Documents being registered on title, notwithstanding that they may be amended and varied from the proposed Condominium Documents which were given to the Purchaser when entering into this Agreement.

The Vendor shall be entitled to insert in the transfer specific covenants by the Purchaser pertaining to such restrictions, easements, covenants or agreements referred to in this Agreement, and in such case the Purchaser shall be required to execute the transfer prior to the Unit Transfer Date, or the Vendor may require that the Purchaser deliver his separate written covenant on the Unit Transfer Date. In the event that the Vendor is not the registered owner of the Unit, the Purchaser agrees to accept a conveyance of title from the registered owner in lieu of the Vendor's.

The Purchaser agrees to accept title to the Unit subject to any easements or licences for the installation of the maintenance of public or other utilities including, without limitation, telephone, electricity, gas, sewer, water heating, cooling, satellite facilities and cable/satellite television, as well as any rights, easements and interests in land reserved by the Vendor that do not materially affect the use of the Unit for residential purposes. The Purchaser shall execute any easements required for the said purposes upon being requested by the Vendor both before or after closing. The Purchaser acknowledges that the Deed or Transfer of the Unit may reserve such rights and easements.

Purchaser(s)	Vendor(s)

13. **VENDOR'S COVENANTS**

The Vendor hereby covenants as follows:

- (a) to take all reasonable steps to sell the units within the Condominium without delay except for the units that the Vendor intends to Lease;
- (b) to take all reasonable steps to deliver to the Purchaser a registrable deed or transfer of the Unit without delay; and
- (c) to hold in trust for the Condominium Corporation the money, if any, that the Vendor collects from the Purchaser on behalf of the Condominium Corporation.

The covenants of the Vendor in this paragraph contained shall constitute the covenants of the Vendor pursuant to subsection 78(1) of the Act and are hereby understood and agreed to be the extent of the Vendor's obligations in that regard and it is understood and agreed that there are no further obligations or covenants in that regard other than those specifically stated above.

14. **EXAMINATION OF TITLE BY PURCHASER**

The Purchaser shall not call for the production of any title deeds or abstracts of title, survey sketch or other proof or evidence of title, nor have furnished any copies thereof. The Purchaser shall be allowed until TEN (10) days prior to the Unit Transfer Date to examine the title at his own expense. If within that time he shall furnish the Vendor's solicitors in writing with any valid objections to the title which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intervening acts or negotiations in respect of such objections, be void and the deposit money shall be returned to the Purchaser without interest except as may be required by law and without deduction and the Vendor shall not be liable for any costs or damages. Save as to any valid objections so made within such time the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Unit. The Purchaser acknowledges and agrees that the Vendor shall be entitled to respond to some or all of the requisitions submitted by the Purchaser through the use of a standard title memorandum or title advice statement prepared by the Vendor's solicitors and that the same shall constitute a satisfactory manner for the Vendor to respond to the Purchaser's requisitions. Further, the Purchaser agrees that in the event that any valid requisition is not sufficiently answered by the Vendor, then the requisition shall be deemed sufficiently answered if a title insurance policy, available for issuance to the Purchaser by any company which issues title insurance policies in Ontario, would insure over the title matter which is being requisitioned.

15. **ADJUSTMENTS ON CLOSING**

The balance due on the Occupancy Date shall be adjusted on the Occupancy Date (or adjusted on the Unit Transfer Date if so required by the Vendor) as to all prepaid and accrued expenses or charges and as to other items required by the terms of this Agreement which shall include, without limiting the generality of the foregoing, the following:

- (a) assessments prepaid or owing for contribution towards the common expenses, and/or reserve fund;
- (b) an amount equal to that estimated by the Vendor to be payable by the Purchaser for the Purchaser's Unit contribution towards the common expenses and/or reserve fund of the Condominium Corporation for a period of 2 months, which sum shall be paid directly to the Condominium Corporation on closing and credited by the Condominium Corporation to the Unit. Such sum, or part thereof forming part of the reserve fund shall be in addition to any common expenses otherwise payable to the Condominium Corporation. The Purchaser agrees to deliver on the Unit Transfer Date and specifically as directed by the Vendor either (a) a series of twelve post-dated cheques, or (b) a pre-authorized payment form; in an amount estimated by the Vender to be payable monthly to the Condominium Corporation on account of common expenses;
- (c) any other prepaid or current expense, such as gas, electricity, fuel, water, heating and cooling which shall be adjusted by attributing to the Purchaser's unit its share of such expenses, as determined by its proportionate contribution to the common expenses or which are assessed against the Unit directly, and any charges paid by the Vendor to a utility which is attributable to the Unit and/or the Condominium, including, without limitation, any charges and deposits (which shall be adjusted equally among the residential units) for the connection or energization of any of water, sewage, gas, electricity, heating and cooling services to the Unit and/or Condominium, or the installation of a meters for same and the cost of such meters, notwithstanding that the Purchaser may not own such meter, unless such charges are included in common expenses;
- (d) realty taxes (including local improvement rates) on the Unit. Realty taxes shall be estimated by the Vendor for the calendar year in which this transaction is completed and the following calendar year where the Vendor has posted security for such taxes or has been advised by the applicable authority that taxes will be billed to its account for such following year and realty taxes shall be adjusted as if such sum had been paid by the Vendor notwithstanding that the same may not by the Occupancy Date have been levied or paid, subject, however, to readjustment upon the actual amount of said realty taxes being ascertained, and the Purchaser shall forthwith pay to the Vendor any balance owing to the Vendor upon receiving notice in writing thereof and the Vendor shall forthwith return to the Purchaser any balance owing to him. If realty taxes are owing for a period when the Condominium was assessed and taxed as one structure and not as individual units, then the adjustment of realty taxes shall include an amount calculated to attribute a portion of such realty taxes owing on the Condominium to the Purchasers Unit based on its common interest or alternately, equally among all of the residential dwelling units or in such other

Purchaser(s)	Vendor(s)



manner as the Vendor may elect, acting reasonably. Alternatively and at the Vendor's option realty taxes shall not be adjusted until individual unit assessments have been made. The Purchaser shall be responsible for all monthly realty tax reassessments and/or supplementary tax bills relating to the Unit subsequent to the Occupancy Date or the Unit Transfer Date if there is no Occupancy Date;

- (e) the transaction levy surcharge imposed upon the Vendor or its solicitors by the Law Society of Upper Canada;
- (f) the enrolment fee paid by the Vendor for the Unit under the Warranty Act/the Home Construction Regulatory Authority;
- (g) all deposits paid to the Vendor hereunder, together with interest to be paid/credited to the Purchaser in accordance with the provisions of the Act;
- (h) \$500.00 plus Applicable Taxes administrative fee shall be charged to the Purchaser for any cheque paid for a deposit, the monthly occupancy fee or for any upgrades which is not honored or accepted by the Purchaser's bank for any reason, including a cheque returned N.S.F. or upon which a "stop payment" has been ordered;
- (i) if the Purchaser is not a resident of Canada for the purposes of the Income Tax Act, Canada (the "ITA"), the Vendor shall be entitled to withhold and remit to Canada Revenue Agency the appropriate amount of interest payable to the Purchaser on account of his deposits paid hereunder, in accordance with the ITA;
- (j) the charge with respect to the provision of a status certificate issued by the Condominium Corporation;
- (k) any increase after the date of execution of this Agreement of any development charge, education development charge, cash in lieu of parkland dedication payment, impost charge, levy, fee or assessment imposed by the municipality, regional municipality, transit authority, the public or separate school board or any other authority having jurisdiction under any existing or new legislation of a similar nature assessed against or attributable to the Unit, and in the event any of the foregoing is/are assessed, charged or imposed against the Condominium as a whole and not against the Unit separately then, the Vendor shall be entitled to a proportionate reimbursement on the adjustments apportioned to the common interest allocation referable to the Unit as set forth in Schedule "D" to the Declaration of the Condominium; (collectively, the "**Existing Levy**"); and any levies imposed as of the date of execution of this agreement by the municipality, the public or separate school board or any other authority having jurisdiction; and/or if 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 Act, or any other legislation after the date of execution of this Agreement then, the Purchaser shall pay the increase to the Existing Levy and/or amount of the New Levy, as the case may be, as an adjustment on the Unit Transfer Date plus any Applicable Taxes (as defined herein) exigible thereon. If the increase to the Existing Levy or the amount of the New Levy is assessed against, charged or imposed against the Condominium as a whole and not against the whole or any part of the Unit separately, then the Vendor shall be entitled to a proportionate reimbursement on the adjustments apportioned among the residential units as contemplated in 14(c) above;
- (l) the Purchaser agrees to enter into or assume a contract with the provider of gas and/or electricity and/or water and/or the provider monitoring consumption of same to the Unit (the "**Provider**"), on the Provider's form, for the provision and/or metering of such services to the Unit. The fees (including, without limitation, any security deposit and administration fee) for such services shall be adjusted for the month of closing with the Purchaser being responsible for such costs from and after the Occupancy Date;
- (m) the Purchaser agrees to assume any rental contracts or lease of any HVAC system, boiler or hot water tank or boiler/HWT combination servicing the Unit; and the Purchaser agrees to execute all documentation to effect the rental or lease of the HVAC system or hot water tank or boiler/HWT combination servicing the Unit. The Purchaser agrees to assume such rental items and pay the monthly rental and administrative charges and fees assessed with respect thereto from and after the Occupancy Date and shall execute all rental documentation and pre-authorized payment forms required; and
- (n) the sum of Seventy-Five (\$75.00) Dollars plus Applicable Taxes for each cheque tendered pursuant to paragraph 1(a) and (b) on page 1 of this Agreement along with the sum of \$250.00 representing the administration fee with respect to the provision of the required Evidence of Compliance or receipt of the deposit, representing a reasonable reimbursement to the Vendor of the cost incurred or to be incurred by the Vendor in fulfillment of requirements of subsection 81(1)(b) of the Act.

The Vendor may reserve a Vendor's Lien, following the Vendor's usual form, for unpaid purchase monies or adjustments or claims herein provided together with the interest thereon as provided for herein, and the 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 and upon payment of a discharge fee of \$100.00 plus Applicable Taxes.

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

Purchaser(s)	Vendor(s)

Vendor to pay all monies payable under this Agreement in the manner directed by the Vendor or its solicitor. Save and except for any adjustments required pursuant to the Act, the Vendor and the Purchaser shall not be obliged to make any readjustment of any item in the event that such readjustment is equal to or less than \$25.00.

The Purchaser and Vendor agree that the harmonized sales tax (the "**HST**") applies to this transaction and the Purchase Price includes the HST, net of the federal and Ontario new housing rebates or the like (collectively the "**Rebate**"). The Purchaser shall assign in form required by the Vendor and/or by any of the Government of Canada, Government of Ontario and/or any other governmental and/or tax authority (collectively, the "**Government**") to the Vendor all of its right, title and interest in the Rebate to which the Purchaser is entitled. In connection with such assignment, the Purchaser shall deliver to the Vendor, upon request by the Vendor, on or after the Occupancy Date, such application, documents and affidavits as may be required by the Vendor and/or under the relevant legislation to establish the Purchaser's entitlement to the Rebate. If the Purchaser is not entitled to the Rebate for any reason whatsoever or if the Rebate is reduced or withdrawn by the Government and not replaced with an amount equivalent to the amount of the Rebate to which the Purchaser is entitled by the Government or if the Rebate is not or cannot be assigned to the Vendor or the rebate is claimed and payment/credit of the Rebate to the Vendor is denied by the Government then, the Purchaser shall forthwith upon demand by the Vendor pay to the Vendor an amount equal to the Rebate or the amount so reduced or withdrawn and until so paid, the amount of the Rebate shall form a charge against the Unit which charge shall be recoverable by the Vendor in the same manner as a mortgage in default. If the Vendor does not receive the full benefit of the Rebate for any reason whatsoever, whether or not as a result of the Purchaser's acts or omissions, the Purchaser shall indemnify and save the Vendor harmless in the amount that the Vendor would have been entitled to had such Rebate been received, together with all interest and penalties thereon, and all losses, costs, damages and liabilities which the Vendor may suffer, incur or be charged with in connection therewith, as a result of the Purchaser's failure to qualify for the Rebate, or as a result of the Purchaser having qualified initially but being subsequently disentitled to the Rebate, or as a result of the inability to assign the benefit of the Rebate to the Vendor (or the ineffectiveness of the documents purporting to assign the benefit of the Rebate to the Vendor), which indemnity shall survive the Unit Transfer Date. Notwithstanding anything herein contained to the contrary, the Vendor shall have the right to register a Vendor's Lien for the amount of the Rebate against the Unit immediately following the Unit Transfer Date to secure the Vendor's entitlement to the Rebate as herein provided. The Purchaser acknowledges and agrees that the Purchaser shall not be entitled to any refund, credit or abatement in any manner whatsoever should the HST, or any portion thereof, not apply to this transaction for any reason whatsoever. The HST that is included in the Purchase Price is based on the federal portion and the provincial portion of the HST at the rates of 5% and 8%, respectively. If either or both of the rates increase, the Purchaser shall be responsible for the increase and shall pay same as an adjustment on the Unit Transfer Date, and if either or both of the rates decrease, the Purchaser shall not be entitled to any abatement or reduction of the Purchase Price. Notwithstanding that the Purchase Price is inclusive of the HST net of the Rebate as aforesaid, the Purchaser, shall, at the Purchaser's own cost and expense, be responsible for the payment of the HST and all other taxes, value added taxes, sales taxes, use taxes or transfer taxes and any increases thereof which may be applicable (collectively the "**Applicable Taxes**") on all closing adjustments and amounts payable for extras, changes, upgrades, fees and charges.

If the Vendor believes, for whatever reason, that the Purchaser does not qualify for the Rebate, regardless of any documentation provided by or on behalf of the Purchaser (including any statutory declaration sworn by the Purchaser) to the contrary, and the Vendor's belief or position on this matter is communicated to the Purchaser or the Purchaser's solicitor on or before the Unit Transfer Date, then notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Purchaser shall be obliged to pay to the Vendor (or to whomsoever the Vendor may in writing direct), by certified cheque delivered on the Unit Transfer Date, an amount equivalent to the Rebate, in addition to the Purchase Price. In those circumstances where the Purchaser maintains that he or she is eligible for the Rebate despite the Vendor's belief to the contrary, the Purchaser shall (after payment of the amount equivalent to the Rebate as aforesaid) be fully entitled to file the rebate form directly with (and pursue the procurement of the Rebate directly from) the Canada Revenue Agency ("**CRA**"). In the event that the Purchaser intends to rent out the Unit before the Unit Transfer Date with the express written approval of the Vendor before or after the Unit Transfer Date, the Purchaser shall not be entitled to the Rebate, but may nevertheless be entitled to pursue, on his or her own after the Unit Transfer Date, the new residential rental property rebate directly with CRA, pursuant to Section 256.2 of the Excise Tax Act. Notwithstanding any of the foregoing, if this Agreement is assigned, the assignee shall not be entitled to a credit on the Statement of Adjustments on the final closing Statement of Adjustments, but shall submit its claim for the Rebate directly from CRA.

If there are chattels involved in this transaction, the allocation of value of such chattels shall be estimated where necessary by the Vendor and any Applicable Taxes shall be paid on the Unit Transfer Date by the Purchaser.

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

16. **MANAGEMENT OF THE PROPERTY**

A management company to be named by the Vendor shall manage the Condominium. The management company shall enter into a management agreement with the Condominium Corporation and the management fees, together with all proper common expenses incurred in connection with such management, shall be a common expense and will be included with the monthly common expense charge for the Unit.

17. **CONDOMINIUM DOCUMENTS - DISCLOSURE STATEMENT**

The Purchaser acknowledges receipt of the Disclosure Statement which has been delivered by the Vendor to the Purchaser in accordance with the provisions of the Act and the regulations passed thereunder.

Purchaser(s)	Vendor(s)

18. **MODIFICATION OF CONDOMINIUM DOCUMENTS**

The Vendor shall have the right from time to time prior to the Unit Transfer Date or any extension thereof to modify the proposed Condominium Documents, being comprised of the disclosure statement with the accompanying declaration, by-law and rules, and/or to provide such additional material and information, to comply with the requirements of the Act, as may be amended from time to time, the Ministry of Consumer and Business Services or any other ministry, the Office of Land Titles, the Municipality, or other authorities, agencies or commissions having jurisdiction.

The Purchaser also acknowledges and agrees that the registered Condominium Documents and final budget statement for the one year period immediately following registration of the Condominium may vary from the proposed Condominium Documents and budget statement given to the Purchaser. In the event there is a material change to any of the documents comprising the Condominium Documents, then the Purchaser's only remedy shall be rescission of this Agreement to be exercised by the Purchaser within ten (10) days of the Purchaser receiving notice of such material change, and the Purchaser may not claim specific performance and/or special damages against the Vendor as a result, notwithstanding any rule of law or equity to the contrary. The Purchaser further agrees to accept title to the Unit subject to the Condominium Documents being registered on title, notwithstanding that they may be amended and varied from the proposed Condominium Documents which were given to the Purchaser when entering into this Agreement.

19. **VENDOR'S EARLY TERMINATION CONDITIONS**

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

This offer is conditional upon the Vendor being satisfied on or before February 29, 2024 that it has obtained satisfactory financing for the Condominium. The Vendor shall have the right to waive this condition and complete this transaction or alternatively terminate this Agreement whereupon the deposit monies paid herein shall be returned to the Purchaser without interest or deduction and all parties shall be relieved of any liability or responsibility whatsoever hereunder. The foregoing condition is inserted for the sole benefit of the Vendor and may be waived by the Vendor at its sole and absolute discretion at any time. The Purchaser acknowledges that the commencement of construction of the Condominium (including the Unit) shall not be construed as a waiver or satisfaction of this condition.

This offer is conditional upon the Vendor obtaining satisfactory zoning/rezoning, planning approval, Site Plan Approval and or variances on or before February 29, 2024. The Vendor shall have the right to waive this condition and complete this transaction or alternatively terminate this Agreement whereupon the deposit monies paid herein shall be returned to the Purchaser without interest or deduction and all parties shall be relieved of any liability or responsibility whatsoever hereunder. The foregoing condition is inserted for the sole benefit of the Vendor and may be waived by the Vendor at its sole and absolute discretion at any time. The Purchaser acknowledges that the commencement of construction of the Condominium (including the Unit) shall not be construed as a waiver or satisfaction of this condition.

The Purchaser acknowledges that during the zoning/rezoning, variance and/or site plan approval process, the footprint or siting of this Condominium may shift from the originally proposed or intended, the overall height of any building in this Condominium (and the number of levels/floors and/or number of dwelling units comprising this Condominium may vary, and the location of this Condominium proposed recreational facilities and amenities may likewise be altered, without adversely affecting the floor plan layout, design and size of the interior of the Unit and the Purchaser hereby expressly agrees to complete this transaction notwithstanding the foregoing, without any abatement in the Purchase Price and without any entitlement to a claim for damages or other compensation whatsoever.

This offer is conditional upon the Vendor obtaining confirmation that the sales of the condominium dwelling units have exceeded 75 per cent on or before February 29, 2024. The Vendor shall have the right to waive this condition and complete this transaction or alternatively terminate this Agreement whereupon the deposit monies paid herein shall be returned to the Purchaser without interest or deduction and all parties shall be relieved of any liability or responsibility whatsoever hereunder. The foregoing condition is inserted for the sole benefit of the Vendor and may be waived by the Vendor at its sole and absolute discretion at any time. The Purchaser acknowledges that the commencement of construction of the Condominium (including the Unit) shall not be construed as a waiver or satisfaction of this condition.

This Offer is conditional upon the Vendor being satisfied, in its sole and absolute discretion, with the creditworthiness of the Purchaser and the Purchaser's approval from a lending institution for a mortgage to complete this transaction. The Vendor shall have sixty (60) days from the date of acceptance of this Agreement by the Vendor to satisfy itself with respect to such creditworthiness and mortgage approval. This condition is included for the sole benefit of the Vendor and may be waived by it, at its sole option, at any time prior to the expiration of such period. The Purchaser covenants and agrees to provide all requisite information and materials including proof respecting income and source of funds as the Vendor may require to determine the Purchaser's creditworthiness and mortgage approval. The Vendor must notify the Purchaser in writing that this condition has not been waived or satisfied prior to midnight on the 60<sup>th</sup> day following the date of acceptance of this Agreement by the Vendor, failing which, the Vendor shall be deemed to have waived said condition and this Agreement shall be firm and binding. If the Vendor so notifies the Purchaser in writing that the condition has not been satisfied or waived, this Agreement shall be terminated and all deposit monies shall be returned to the Purchaser in full without interest or deduction. The Purchaser acknowledges that it may be necessary for the Vendor to obtain credit or other information in order to satisfy itself as to the Purchaser's creditworthiness and authorizes the Vendor to obtain any consumer reports or other information it may require and any consumer reporting agency or credit bureau is hereby authorized to release such information as the Vendor may request.

Purchaser(s)	Vendor(s)

20. **AGREEMENT NOT TO BE REGISTERED**

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

21. **PURCHASER SELLING OR ASSIGNING**

The Purchaser covenants not to offer, list or advertise for sale, lease or transfer the Unit, nor to sell, lease, assign or transfer his interest under this Agreement (or in the Unit) until after acquisition of title to the Unit on the Unit Transfer Date and the Vendor having received payment of all of the Purchase Price, without the prior written consent of the Vendor, which consent may be unreasonably withheld. As a condition of giving its consent, the assignor/transferor and the assignee/transferee will be required to execute and deliver to the Vendor the Vendor's standard form of assignment agreement and to pay to the Vendor on the date of execution and delivery of the assignment agreement the Vendor's administration and assignment fee of \$5,000.00 plus Applicable Taxes plus Applicable Taxes together with any other applicable fees, including the Vendor's solicitor's fees in the amount of \$1,500.00 plus Applicable Taxes. Notwithstanding such assignment, the Purchaser shall not be relieved of its obligations herein and in no event shall the Purchaser list or cause to be listed the Unit for sale, lease or otherwise on any website, newspaper, magazine or any other listing service system including, without limitation, the Multiple Listing Service ("**MLS**") and secondary web sites. The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is (or shall be) incapable of rectification, and accordingly the Purchaser acknowledges and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement (and the Occupancy Agreement) effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply. At any time prior to the Unit Transfer Date, the Vendor shall be permitted to assign this Agreement to any party registered as a Vendor pursuant the Warranty Act, and upon notification of assumption of this Agreement and such assignment to the Purchaser, the Vendor shall be automatically released from all obligations arising pursuant to this Agreement and the assignee shall continue from the date of such assignment as the Vendor as if it had been the original party to this Agreement.

22. **TENDER**

Any tender of documents or money may be made by the Vendor upon the Purchaser hereto or upon the respective solicitor, will be deemed to be good and valid if made in accordance with the provisions of paragraph herein headed Electronic Registration. The Vendor shall not be required to register any discharge of any outstanding mortgage, charge or other encumbrance not being assumed by the Purchaser on the Unit Transfer Date, in order to validate or perfect the Vendor's tender upon the Purchaser, and need only make arrangements to discharge same in accordance with the provisions of the paragraph headed Acceptance of Title by Purchaser herein in the event that the Purchaser completes this transaction. The parties agree that payment of monies must be made or tendered in such form and by such method as may be directed in writing by the Vendor, in its sole, absolute and unfettered discretion. Unless otherwise directed, in accordance with the foregoing, payment shall be made by way of the Purchaser's solicitor's wire transfer or certified cheque drawn on a Canadian Chartered bank or trust company Lawyer's Trust Account. The Purchaser further acknowledges and agrees that the key(s) to the Unit may be released to him directly from the sales office, the construction site, or from any other location designated by the Vendor, upon payment of all requisite monies and the delivery of all relevant documents to the Vendor, and the Vendor shall not be required to provide any key(s) as part of any tender made by it. Upon completion of this transaction, if the Purchaser fails to attend to pick up the keys by fifteen minutes after five (5:15) p.m. on that date, the Vendor may retain the keys and release same to the Purchaser on the next business day (in this Agreement the term "business day" or "business days" shall mean Monday to Friday, excluding statutory holidays in the Province of Ontario).

23. **DEFAULT**

The Purchaser shall be deemed to be in default under this Agreement if the Purchaser registers any instrument against title to the Unit or the Condominium property other than the transfer to be delivered by the Vendor, or if any lien, execution or encumbrance arising from any action or default whatsoever of the Purchaser is charged against or affects the Unit or the Condominium property.

If any (a) monetary default by the Purchaser occurs under this Agreement; or (b) any non-monetary default by the Purchaser occurs under this Agreement and such non-monetary default continues for five (5) days after written notice thereof is given to the Purchaser or his solicitor, then the Vendor may retain all monies paid as liquidated damages without prejudice to any other rights of the Vendor and the Vendor may thereupon terminate this Agreement. If the Vendor is required to pay any lien, execution or encumbrance, the Purchaser shall reimburse the Vendor for all amounts and costs so paid. Any monies owing to the Vendor (a) pursuant to this Agreement and not paid to the Vendor in accordance with the terms hereof, or (b) 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 bear interest at the rate of 24% per annum, calculated daily, not in advance, from the date of default with respect to any monetary default and from the date of written demand with respect to the aforesaid expenses. The Purchaser shall pay the Vendor's solicitor's fees in the amount of \$600.00 (plus Applicable Taxes and disbursements) for each letter or other form of notice sent to the Purchaser or the Purchaser's solicitor relating to any default by the Purchaser.

Purchaser(s)	Vendor(s)



In the event that the person(s) executing this Agreement as Purchaser have done so for a disclosed or undisclosed beneficiary or principal, such person(s) executing this Agreement shall nevertheless be liable to the Vendor for the Purchaser's obligations under this Agreement and shall not plead such agency, trust relationship or other relationship as a defence to such liability.

In the event that this Agreement is terminated and the Purchaser is entitled to the return of its deposits and interest thereon in accordance with the Act and this Agreement, the Purchaser acknowledges that the Vendor and any undisclosed beneficiary, agent or other person or corporation, shall not be liable for any damages or costs whatsoever incurred by the Purchaser resulting from the termination of this Agreement including, without limitation, relocation costs, moving costs, professional fees and disbursements, opportunity costs, loss of bargain or other damages or costs incurred by the Purchaser, whether direct or indirect, and the Purchaser further acknowledges that this provision may be pleaded by the Vendor as a complete defence to any claim, action or proceeding which may be made or brought against the Vendor and/or its agents and/or affiliates.

If the payment of a deposit pursuant to this Agreement that has been permitted by the Vendor to be made by way of wire transfer or direct deposit is less than the corresponding amount described in this Agreement, then the Vendor shall have the option, in its sole, absolute and unfettered discretion, of accepting such lower amount as a deposit against the Purchase Price and such acceptance shall not constitute full acceptance of the deposit in lieu of the required amount or a waiver of the Vendor's rights and remedies under this Agreement or at law.

24. **EXTENSION AND TERMINATION**

- (a) The Purchaser acknowledges that the Occupancy Date as described in this Agreement may be extended in accordance with the Warranty Act and the Tarion Addendum and Statement of Critical Dates.
- (b) Forthwith upon any termination of this Agreement, the Purchaser shall execute and deliver to the Vendor the form of Mutual Release and Termination Agreement that may be required by the Vendor and/or Tarion in the circumstances of such termination.
- (c) The Vendor shall have the option, in its sole and absolute discretion, to extend the Firm Occupancy Date or the Delayed Occupancy Date (as such terms are defined in the Tarion Addendum and Statement of Critical Dates), as the case may be, for one Business Day to avoid the necessity of tender where the Purchaser is not ready to complete the transaction on either of such dates.

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

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

26. **WAIVER**

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

The Purchaser acknowledges and agrees that in the event that the Vendor has entered this Agreement and/or has distributed the Disclosure Statement as a trustee or agent for an undisclosed beneficiary or principal, whether or not so stated herein, that there shall be no liability on such undisclosed beneficiary or principal and that the only recourse or remedy that the Purchaser shall have on default by the Vendor herein and/or in respect of the Disclosure Statement is against the Vendor and the property that is the subject of this Agreement, the Purchaser hereby waiving any rights of recovery or recourse against such beneficiary or principal whether in law or equity and this provision may be pleaded as an estoppel to such a claim by the Purchaser.

27. **SUBORDINATION OF AGREEMENT**

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

28. **ACCEPTANCE**

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

Purchaser(s)	Vendor(s)

the parties irrevocably acknowledge and agree that such telefaxed, emailed or electronic transmission of the Agreement shall be binding upon the parties to the same extent as if originally signed.

29. **TIME OF ESSENCE**

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

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

The Transfer is to be prepared by the Vendor on the Vendor's standard form; the registration of the Transfer to be at the expense of the Purchaser. If required by the Vendor, the deed may contain covenants on the part of the Purchaser to comply with the stipulations set out herein and the covenants, conditions, provisions and restrictions set out in the declaration and by-laws and rules, and is to be executed by the Purchaser. Any discharges of underlying mortgages (collectively, the "**Discharges**") shall be prepared by the Vendor on the Vendor's standard form. The Purchaser shall pay to cost for registration of the Discharges and any exigible taxes on the registration of the Transfer and the Discharges. The Purchaser agrees to provide a statutory declaration on or before closing confirming that there are no judgments outstanding against him and the Purchaser agrees to provide reasonable evidence confirming same, including a creditors letter, if necessary, and if requested by the Vendor, if there is any judgment filed against a person with the same or similar name. That statutory declaration shall also include the birth date and social insurance number of the Purchaser. In the event that the electronic document registration system is operative in the relevant Land Registry Office in which the property is situate, at the Vendor's discretion the Purchaser shall enter into the Vendor's form of escrow closing agreement which shall include provisions relating to the delivery of funds and keys and the exchange, delivery and registration of documentation.

31. **SEVERABILITY**

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

32. **NOTICE**

- (a) Save and except for any notices to be provided pursuant to the Tarion/Home Construction Regulatory Authority Addendum and Statement of Critical Dates, any notice desired or required to be given to the Purchaser shall be in writing, and either delivered personally or by prepaid mail, addressed to the Purchaser's solicitor and/or to the Purchaser at the address as provided in this Agreement, or telefaxed to the Purchaser's solicitor, or electronically mailed to either the Purchaser and/or to the Purchaser's solicitor at the electronic mail address(es) provided to the Vendor in accordance with this Agreement. If such notice is mailed, it shall be deemed to have been received by the Purchaser on the day (excluding Saturdays, Sundays and statutory holidays) following the date of its mailing, and if such notice is personally delivered, same shall be deemed to have been received on the date of such personal delivery, and if telefaxed, same shall be deemed to have been received on the day (excluding Saturdays, Sundays and statutory holidays) following the transmission of the telefax, and if electronically mailed, same shall be deemed to have been received on the day (excluding Saturdays, Sundays and statutory holidays) of its electronic mailing, or if on a Saturday, Sunday or statutory holiday, the next business day. The Purchaser authorizes the Vendor's solicitor to communicate such notices directly to the Purchaser.
- (b) Save and except for any notices to be provided pursuant to the Tarion/ Home Construction Regulatory Authority Addendum and Statement of Critical Dates, any notice desired or required to be given to the Vendor shall be in writing, and either delivered personally or by prepaid mail, addressed to the Vendor's solicitor at the address noted herein and to the Vendor, or telefaxed to the Vendor's solicitor. If such notice is mailed, it shall be deemed to have been received by the Vendor on the third (3<sup>rd</sup>) day (excluding Saturdays, Sundays and statutory holidays) following the date of its mailing, and if such notice is personally delivered, same shall be deemed to have been received on the date of such personal delivery, and if telefaxed, same shall be deemed to have been received on the day (excluding Saturdays, Sundays and statutory holidays) following the transmission of the telefax, or if on a Saturday, Sunday or statutory holiday, the next business day.
- (c) The Purchaser acknowledges and agrees that upon entering into this Agreement, he/she shall provide in the space provided herein, and forthwith upon request by the Vendor: (i) the Purchaser's electronic mail address; and/or (ii) the Purchaser's solicitor's electronic mail address.
- (d) The Purchaser shall advise the Vendor of any changes in any of its mailing address, telephone number or electronic mail address or of its solicitors forthwith upon such change, failing which the Purchaser shall be charged a fee of \$250.00 plus Applicable Taxes on the Statement of Adjustments.

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

**PURCHASERS ARE HEREBY NOTIFIED THAT INFORMATION OF AN IMPORTANT NATURE MAY BE COMMUNICATED BY THE VENDOR TO THE PURCHASER BY ELECTRONIC MAIL. IN ORDER TO**

Purchaser(s)	Vendor(s)

**FACILITATE SUCH COMMUNICATION BY ELECTRONIC MAIL, THE PURCHASER SHALL ENSURE THAT THE PURCHASER'S COMPUTER SETTINGS PERMIT RECEIPT OF ELECTRONIC MAIL FROM THE VENDOR AND ITS REPRESENTATIVES**

33. **NOTICES**

- (a) The Purchaser agrees that the relevant governing authorities may require the Vendor to provide the Purchaser with certain notices including, without limitation, notices regarding land usage, landscaping, noise and vibration warning resulting from existing or proposed highways and public transportation systems or corridors, garbage and school pick-up transit routes, bus-stops and/or shelter locations (the "**Notices**"). If the relevant governing authorities require the Purchaser to receive a copy of the Notices, then a copy of the Notices as revised as necessary, shall be mailed to the Purchaser's address as shown on this Agreement or to the Purchaser's solicitor and such delivery shall be deemed to constitute appropriate notification. The Purchaser agrees to be bound by the contents of any such notice and covenants to execute forthwith upon request, an acknowledgment containing such notice if and when requested to do so by the Vendor. Without limiting the generality of the foregoing, to the extent that any notices are provided to the Purchaser by the Vendor after this Agreement has been made, such notices shall be deemed to have been included in this Agreement at the time that this Agreement has been made.
- (b) The Purchaser acknowledges receipt of notice from the Vendor that the Vendor, or a company related thereto, or any entity or person with the consent of the Vendor, may apply for re-zonings, severances, part lot control exempting by-laws, minor variances, official plan amendments or exemptions to noise by-laws relating to the construction of the Condominium and other projects to be built on the lands adjacent to or in the vicinity of the Condominium and the Purchaser, and its 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 any of the foregoing matters. The Purchaser covenants to include this clause in any conveyance, mortgage or disposition of the Unit and to assign the benefit of such covenant to the Vendor. The Vendor shall have the right to remove any objection(s) made by the Purchaser, the Purchaser's successors and assigns, with respect to any such application and the Purchaser shall reimburse the Vendor for all legal fees, expenses and costs that it incurs as a result of such objection(s).
- (c) The Purchaser acknowledges receipt of the Notice Clauses (if applicable) as set out in this Agreement.
- (d) The Vendor hereby advises the Purchaser that noise transmission between suites due to floor finishing's, sound systems and other matters and the use of the garbage and recycling disposal chutes and elevators (if applicable) may cause annoyance to the owners and tenants, as the case may be. The Purchaser acknowledges that he is aware that the noise transmission may cause annoyance to occupants and hereby waives and releases any claims that the Purchaser may have against the Vendor for such annoyance or nuisance or otherwise.
- (e) The Purchaser hereby unconditionally acknowledges that he/she is aware of the above matters and warning clauses and the notices set out in this Agreement and confirms that he/she does not object, in any manner whatsoever, to any of these matters and warning clauses nor to any of the notices set out in this Agreement nor will he/she be entitled to raise any objections with respect to the above matters and warning clauses or notices set out in this Agreement at a future date.
- (f) Purchasers are advised that any noise or vibration attenuation measures or features are not to be tampered with or altered and that the owner(s) of the property in question from time to time shall have the sole responsibility for and shall maintain those measures.
- (g) The Purchaser acknowledges and agrees that the notices and warning clauses set out in this Agreement and any additional notices and warning clauses as referred to in subparagraph (b) and (e) above may be registered on title to the Unit and may be included in the Declaration when registered, at the sole and absolute discretion of the Vendor.

34. **GENDER AND NUMBER**

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

35. **SUCCESSORS AND ASSIGNS**

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

36. **POWER OF ATTORNEY**

- (a) In accordance with the provisions of the *Powers of Attorney Act* R.S.O. 1990, as amended, the Purchaser hereby confirms and agrees that each and every power of attorney granted to the Vendor or its signing officers in accordance with the terms of this Agreement may be exercised by the donee(s) during any subsequent legal incapacity of the Purchaser.
- (b) If any documents, instruments, etc. required to be executed and delivered by the Purchaser to the Vendor are, in fact, executed by a third party appointed as the attorney for the Purchaser,

Purchaser(s)	Vendor(s)

then the power of attorney appointing such person shall be registered in the Land Titles Office where the Condominium is located, and a duplicate registered copy thereof (together with a statutory declaration sworn by the attorney or the Purchaser's solicitor confirming that said power of attorney has not been revoked) shall be delivered to the Vendor along with such documents.

- (c) Where a third party has been appointed as the attorney for the Purchaser for the purposes of executing any documents contemplated by this Agreement, then any notices required or desired to be delivered to the Purchaser in accordance with this Agreement may be given to the said attorney, in lieu of the Purchaser or the Purchaser's solicitor (and shall be deemed to have been received by the Purchaser when so delivered to his or her attorney).
- (d) Where the Purchaser is required to execute and deliver any document herein to the Vendor and fails to do so, the Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor to be and act as his lawful attorney, in the Purchaser's name, place and stead, in order to execute any such documents in accordance with the provisions of the *Powers of Attorney Act* (Ontario) as amended from time to time.

### 37. **ELECTRONIC DOCUMENTS AND TRANSFER OF FUNDS**

- (a) Pursuant to subsection 3(1) of the *Electronic Commerce Act of Ontario*, as amended (or any successor or similar legislation) (the "**EC Act**"): (i) the Purchaser acknowledges and agrees to use and accept any information and/or document to be provided by the Vendor and/or its solicitors in respect of this transaction in an electronic form if, when and in the form provided by the Vendor and/or its solicitors including, without limitation, accepting and providing electronic signatures, delivery by electronic mail and/or by the Vendor making information or documentation available to the Purchaser or its solicitor for access or download from a website; and (ii) the Purchaser acknowledges and agrees to provide to the Vendor and/or its solicitors any information and/or document required in respect of this transaction in an electronic form or in originally executed paper form as, when and in the form required by the Vendor and/or its solicitors, in their sole and unfettered discretion. The terms "electronic", "electronically" and "electronic signature" utilized in this Agreement shall have the meanings ascribed to them in the EC Act. In the event that the Purchaser and/or its solicitor is not willing or able to use, provide and/or accept information and documentation in electronic form in accordance with the foregoing, the Vendor in its sole and unfettered discretion may provide or accept documentation or information other than in electronic form, in which event the Purchaser agrees to pay all of the Vendor's solicitor legal fees and disbursements for same forthwith.
- (b) The Purchaser acknowledges and agrees that the Vendor shall determine, in its sole and unfettered discretion, the method by which the Purchaser is to make payment of any funds payable by the Purchaser in respect of this transaction. Such method may include, at the option of the Vendor, delivery of funds by the Purchaser electronically through an electronic funds transfer system (the "**EFTS**") designated by the Vendor or the Vendor's Solicitors, including, without limitation, the Closure Service provided by Teranet Inc. In such case;
  - (i) the Purchaser's solicitor shall be registered with the provider of the EFTS, and, at the request of the Vendor's solicitors, shall provide evidence of such registration to the Vendor's solicitors at least ten (10) days prior to closing;
  - (ii) the Purchaser and/or the Purchaser's solicitor shall execute such documents as the Vendor or the Vendor's solicitors may require in connection with the EFTS; and
  - (iii) the Purchaser shall pay as an adjustment on closing to the Vendor or its solicitors all fees and charges imposed by the provider of the EFTS together with any wire transfer fees and charges imposed upon the Vendor or its solicitors by their banks in connection with the transfer of funds.

### 38. **ELECTRONIC REGISTRATION**

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

- (a) the Purchaser shall be obliged to retain a lawyer in good standing with the Law Society of Upper Canada to represent the Purchaser in connection with the completion of the transaction, and shall authorize such lawyer to enter into an escrow closing agreement with the Vendor's solicitor on the latter's standard form (hereinafter referred to as the "**Escrow Document Registration Agreement**"), establishing the procedures and timing for completing this transaction. 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, plus Applicable Taxes.
- (b) the delivery and exchange of documents and monies for the unit 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.

Purchaser(s)	Vendor(s)



- (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 to the unit for registration until the balance of funds due on closing, in accordance with the statement of adjustments, are either remitted by certified cheque via personal delivery or if agreed to by the Vendor's solicitor, by electronic funds transfer to the Vendor's solicitor (or in such other manner as the latter may direct) prior to the release of the transfer for registration;
- (e) each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the unit shall be delivered to the other party hereto on or before the Unit Transfer 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.

39. **HEADINGS**

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

40. **MEANING OF WORDS**

The meaning of the words, terms and phrases used in this Agreement, and particularly those terms not defined herein, shall be as defined in the Act as amended, unless specifically otherwise defined or amended herein. In the event there is a conflict between any terms) in this Agreement, the Vendor shall determine which of the conflicting term(s) prevail(s). In the event that there is a conflict between any provision of this Agreement and the Act, and the Act provides that the provision in the Act prevails, then the provision of the Act shall prevail.

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

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

42. **DEPOSIT RECEIPT**

The Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor to be and act as his lawful attorney, without liability or claim, in the Purchaser's name, place and stead, in order to execute the deposit receipt issued pursuant to the Warranty Act and the regulations thereunder, as may be amended from time to time, and any excess Condominium Deposit insurance (and related documents) issued by any insurer providing prescribed security for the Purchaser's deposit monies pursuant to the Act and in accordance with the provisions of the Powers of Attorney Act (Ontario) as amended from time to time. The Purchaser hereby confirms and agrees that the power of attorney granted herein may be exercised by the Vendor during any subsequent legal incapacity of the Purchaser.

As soon as prescribed security for any deposit held by **Fogler Rubinoff, LLP** (the "Firm") has been provided as required under the Act, the Firm shall thereupon be entitled and is hereby irrevocably authorized and directed to release and disburse such deposit in the Vendor's discretion. The Firm may rely on this provision for the release of the deposit in whole or in part notwithstanding that the Firm is not a party to this Agreement.

Notwithstanding anything herein, if as of the day of execution of this Agreement of Purchase and Sale, the Condominium has already been registered under the Act, the deposits paid to the Firm hereunder are not required to be held by the Firm and the deposits may be directed and/or released to the Vendor at the Vendor's sole, absolute and unfettered discretion and without notice to the Purchaser. The Purchaser shall reimburse the Vendor as an adjustment on closing a deposit administration fee of \$250.00 plus Applicable Taxes charged by the Vendor's Solicitor to the Vendor with respect to the foregoing.

43. **FINANCIAL INFORMATION**

Purchaser(s)	Vendor(s)

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, all necessary financial and personal information required by the Vendor in order to evidence the Purchaser's ability to pay the balance of the Purchase Price on the Unit Transfer 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.

**PERSONAL INFORMATION**

The Purchaser(s) consents to the Vendor collecting and possessing the Purchaser's name and "personal information" (as such term is defined in the Personal Information Protection and *Electronic Documents Act* 2000, c.5) obtained by the Vendor pursuant to and in connection with this Agreement. The Purchaser acknowledges and agrees that the aforesaid information has been provided to the Vendor with the Purchaser's knowledge and consent. In addition, the Purchaser(s) consents to the Vendor using, releasing, disclosing and/or retaining on file the Purchaser's name and personal information to: (a) a company or organization affiliated, associated or related to the Vendor, in order to provide the Purchaser with information relating to this project and other projects of such entities; (b) any provider of utilities, services and/or commodities to the Unit (including, without limitation, gas, electricity, water, telephone, internet and other communication services, cable, heating, cooling, satellite t.v., appliances and/or property tax assessments) for the purpose of marketing, promoting and providing such utilities, services and/or commodities to the Unit; (c) the Vendor's consultants and lending institution(s) for the purpose of arranging financing to complete the transaction contemplated by this Agreement; and (d) the Vendor's sales agents and representatives for the purpose of using same for promotional and marketing purposes.

44. **MODEL SUITE UNITS**

Notwithstanding anything herein written, if at the time that this Agreement is executed, the Unit has already been substantially completed, the Purchaser shall purchase the Unit in an "as built" and "as-is, where-is" condition without regard to its state of repair and condition rather than in accordance with any other understandings, agreements, representations, covenants and warranties herein contained. The Purchaser covenants and agrees to and with the Vendor that it shall complete the transaction notwithstanding any of the foregoing.

45. **ENTIRE AGREEMENT**

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

46. **WARNING CLAUSES AND NOTICE PROVISIONS**

The Purchaser shall execute any and all acknowledgments of any additional warning clauses and releases required by the relevant governmental authorities in accordance with the provisions of this Agreement. With respect to all Units:

- a. Purchaser's/ Tenants are advised that despite the inclusion of noise control features in this development area and within building units, noise levels from increasing road traffic from Tannery Street and rail traffic from CPR and GO Transit may continue to be of concern occasionally interfering with some activities of the dwelling occupants, as noise exposure level may exceed the noise criteria of the Municipality and the Ministry of the Environment.
- b. Purchasers/Tenants are advised that due to the proximity of the Adjacent commercial facilities, sound levels from the facilities may at times be audible.
- c. Purchasers/Tenants are advised that, for the purposes of providing a satisfactory acoustical environment, individual unit balconies are not considered to be the primary Outdoor Living Area for the respective units, and that parts 14 and 17 are acoustically suitable for use as a Primary Common Outdoor Living Area.

Purchaser(s)	Vendor(s)

- d. Purchasers are advised and hereby put on notice that noise levels due to increasing air traffic at Pearson International Airport may continue to be of concern occasionally interfering with some activities of the dwelling occupants.
- e. Purchasers are advised that there may be smoke and odours originating from the use of barbecues on those terraces or balconies where such use is permitted. The rules of the condominium corporation will provide that owners will be required to use their reasonable best efforts to minimize such smoke and odours.
- f. Purchasers are advised that door to door postal service will not be available within the development.
- g. Purchasers are advised that a 1.5 metre black vinyl chain link fence is located between the subject property and the greenbelt (Parts 2,3,4,5,6,7,21 and 22 and woodlot being Part 1, 43R-35355). The fence will be located entirely in the municipal greenbelt and woodlot Parts, and will be under the control and maintenance of the City of Mississauga. Private access gates will not be permitted through the fence. Public access gate will not be permitted through the fence.
- h. Purchasers are advised that a 1.5 metre hoarding fence with sediment control is located between the subject property and the woodlot (Part 1, Plan 43R-35355) and purchasers are advised that a 1.5 metre Purchaser/Tenants are advised that a 1.5 metre page and wire hoarding fence with sediment control is located between the development and the greenbelt.
- i. Purchasers are advised that the rear of the lot adjacent to the Greenbelt Lands are zoned G(Greenbelt), which prohibits the erection of any buildings or structures, including swimming pools, other than those works which may be necessary for flood and/or erosion control purposes.
- j. The adjacent greenbelt Parts 2,3,4,5,6,7,21 and 22, Plan 43R-35355, are protected area in which the vegetation will be allowed to naturalize without future maintenance.
- k. Purchasers/tenants are advised that , despite the inclusion of noise control features within this development area and within the building units, noise levels due to increasing rail traffic on the Canadian Pacific railway may continue to be of concern, occasionally interfering with some activities of the dwelling occupants, as the noise exposure level may exceed the noise criteria of the Municipality and the Ministry of the Environment.
- l. Purchasers/tenants are advised that a Risk Assessment (RA) has been conducted for the site and accepted by the Ministry of the Environment (MOE). The RA has identified that certain Risk Management Measures are required to be incorporated into the development of the site.  
  
Purchasers/tenants are advised that a Certificate of Property Use (CPU) (#2418-9BLGUA) and a Section 197 Order has been issued by the MOE for this property and have been registered on title. The CPU places certain obligations with respect to inspection and maintenance of the Risk Management Measures (RMM) as specified in the CPU document, on the owner. Purchaser/tenants are advised to read the CPU.
- m. Purchasers are advised that in order to achieve a suitable indoor living environment, building plans for the units must include a central air conditioning system. The forced air heating system and its ducting are to be sized to accommodate a central air conditioning unit. The air cooler/condenser unit must be located with due regard to the noise created by the unit itself and its effect on the outdoor recreational activities
- n. Purchasers are advised that a sump pump may be required to drain the weeping tiles for Parts 12, 20, 25 and 26, Plan 43R-35355, and that the drainage from this sump pump is to outlet to the storm sewer on Rutledge Road. These systems are private and are the sole responsibility of the Declarant.
- o. Purchasers are advised that should a noise barrier be determined necessary by the detail and individual noise analysis, the barrier shall be constructed by the developer along the railway right of way to the satisfaction for the Commissioner of Transportation and Works.
- p. Canadian Pacific Railways Company or its assigns or successors in interest has or have a rights - of -way within 300 metres from the land subject hereof. There may be alteration to or expansions of the railway facilities on such right of way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwellings. CPR will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid rights of way.
- q. Purchasers are advised and hereby put on notice that a consulting professional engineer is required to certify that the final grading of the lot, and the building construction thereon conforms with the final grading plan, and that this certification cannot be provided until the lot has been graded and sodded, which may not occur for up to 12 months after the building occupancy inspection is provided by the Planning and Building Department. Should the end of the 12 month time period fall within the non-sodding months, the Developer will be permitted an extension to June 30 of the following sodding year.
- r. Purchasers are advised that, despite the payment of monies by the developer to the City of Mississauga for street tree planting, site conditions may prevent the planting of a street tree within

Purchaser(s)	Vendor(s)

the public right-of-way in front of Parts 8,9,12,13,14,15,16,17,20,23,24,25 and 26.. Purchasers are further advised that the City will not reimburse the purchasers for any payment made by the purchaser to the vendor for street tree planting should a tree not be planted within the public right-of-way in front of this lot.

- s. Purchasers are advised that the City of Mississauga has no jurisdiction over the monies charged by the vendor to the purchaser for street tree planting.
- t. Purchasers are advised that site conditions may require that a street tree is planted within the private lot rather than within the public right-of-way.
- u. Purchaser are advised that the current Fee Charges By-Law permits the charge of \$475.00 per street tree, up to 60mm caliper.
- v. Purchasers are advised that despite the efforts of the Peel District School Board, sufficient accommodation may not be available for all anticipated students in neighborhood school, and are notified that some students may be accommodated in temporary facilities or bused to schools outside of the area, according to the Board's Transportation Policy. Purchasers are advised to contact the planning and resources Department of the Peel District School Board to determine the exact schools.
- w. Purchasers are advised that despite the efforts of the Dufferin Peel District Catholic School Board, sufficient accommodation may not be available for all anticipated students in neighborhood school, and are notified that some students may be accommodated in temporary facilities and/or bused to schools outside of the area, and further that the students may later be transferred to the neighborhood school.
- x. Purchasers/Tenants are advised that Parts 12, 13, 14, 15, 16, 17, 20 23, 25 and 26 are designated for multiple family use and that these blocks may be developed for that purpose in the future.
- y. Purchaser/Tenants are advised that parts 8,9, and 14 are designated for future development.
- z. Purchasers/Tenants are advised that Part 26 has been provide for use as Maintenance Access to the Greenbelt Parts 2,3,4,5,6,21 and 22. Public access gate will not be permitted through the fence, however, there will be one maintenance gate as requested by the City of Mississauga
- aa. Purchasers/Tenants are advised and hereby put on notice that for the purpose of proper grading, a retaining wall is to be located within the rear and/or side yards of the said parts and that the said retaining wall shall not be altered or removed. It shall be the obligation of the owner and every successor in title of the said parts to maintain and keep in repair the retaining wall.
- bb. Purchasers/Tenants are advised and hereby put on notice that a noise attenuation fence situated on a berm is located within the subject lands and that the said noise attenuation fence and berm shall not be altered or removed. It shall be the obligation of the Condominium Corporation to maintain and keep in repair the noise attenuation fence and berm situated within their lands.
- cc. Purchasers/Tenants are advised that the temporary Turnaround/Hammer Head will be located at the current terminus of Rutledge Road in Part 9. When the road is extended beyond the temporary turnaround limit of the plan, the temporary turnaround/Hammerhead will be removed and the easement right shall be lifted.
- dd. Purchasers/Tenants are hereby advised that there are some limitations on parking and driveway widths on the lots. For information contact the City of Mississauga Planning and Building Department, zoning section.
- ee. Purchasers/Tenants are advised that each set of two tandem parking spaces (if applicable) shall be sold and included in all Agreements of Purchase and Sale as One unit to be transferred together with each residential unit. The Owner agrees that in addition to such other conditions of draft condominium approval and registration as the City's Commissioner of Planning and Building may require in his discretion, each set of two (2) tandem parking spaces shall be shown as on unit on the plan of condominium.

Purchaser(s)	Vendor(s)