



**AGREEMENT OF PURCHASE AND SALE
DUNSIRE HOMES INC.**

THIS AGREEMENT IS DATED (MM/DD/YYYY): _____

Buyer(s)'s Full Legal Name(s) (hereinafter, the "Buyer"):	
Buyer 1 Full Legal Name:	
DOB (MM/DD/YYYY)	
Driver's Licence or Passport Number:	
Address and Postal Code:	
Email:	
Telephone:	
Buyer 2 Full Legal Name:	
DOB (MM/DD/YYYY)	
Driver's Licence or Passport Number:	
Address and Postal Code:	
Email:	
Telephone:	
Buyer 3 Full Legal Name:	
DOB (MM/DD/YYYY)	
Driver's Licence or Passport Number:	
Address and Postal Code:	
Email:	
Telephone:	

Description of the property to be purchased by the Buyer in accordance with the terms and conditions contained in this Agreement (hereinafter, the "Property"):	
Legal Description:	
Lot Number:	
Civic Address:	
Municipality:	
Project Name:	
Model Type:	
Elevation:	
Garage Right/Left:	
Grading Condition:	

Purchase price to be paid by the Buyer in consideration for the Property and Dwelling (as defined herein) in accordance with the terms and conditions contained in this Agreement (hereinafter, the "Purchase Price"):	
Base Home Price:	
Lot Premium:	
Grading Premium:	
Options & Extras (Upgrades):	
Total Purchase Price:	

The Buyer hereby agrees to and with Dunsire Homes Inc. (the "Seller") to purchase the Property as described above upon which there is now located or is to be constructed a dwelling of the Seller's model type as indicated above (the "Dwelling") on the following terms and conditions:

1. **Purchase Price and Payment.** The Buyer agrees to pay to the Seller the Purchase Price as set out above. Subject to the provisions in this Agreement and Schedule E attached hereto, the Purchase Price is inclusive of the harmonized sales tax ("HST") on the basis that the Buyer qualifies for and assigns all potentially available HST rebates to the Seller. Any HST on chattels, if applicable, is not included in the Purchase Price. At the time of the execution of this Agreement, the Buyer shall provide the Seller with a series of post-dated cheques to satisfy all deposit requirements set out below. Notwithstanding the foregoing, any cheque given by the Buyer to the Seller, and which is returned to the Seller, dishonoured or N.S.F., will be subject to a minimum administration fee of \$500.00 payable by the Buyer. If the administration fee is not included in the replacement cheque, the \$500.00 administration fee will be added to the final adjustments on the closing statement of adjustments. No interest shall be earned, received, or paid on the deposits paid by the Buyer to the Seller in accordance with this Agreement.

The Purchase Price shall be paid by the Buyer to the Seller as follows:

- a. The sum of _____ DOLLARS (\$ _____) as a deposit to be paid upon execution of this Agreement payable to the Seller;
- b. The sum of _____ DOLLARS (\$ _____) by a post-dated cheque as a further deposit dated (MM/DD/YYYY) _____, being **thirty (30) days** following execution of this Agreement payable to the Seller;
- c. The sum of _____ DOLLARS (\$ _____) by a post-dated cheque as a further deposit dated (MM/DD/YYYY) _____, being **sixty (60) days** following execution of this Agreement payable to the Seller;
- d. The sum of _____ DOLLARS (\$ _____) by a post-dated cheque as a further deposit dated (MM/DD/YYYY) _____, being **ninety (90) days** following execution of this Agreement payable to the Seller;
- e. The sum of _____ DOLLARS (\$ _____) by a post-dated cheque as a further deposit dated (MM/DD/YYYY) _____, being **one hundred twenty (120) days** following execution of this Agreement payable to the Seller;
- f. The sum of _____ DOLLARS (\$ _____) by a post-dated cheque as a further deposit dated (MM/DD/YYYY) _____, being **one hundred fifty (150) days** following execution of this Agreement payable to the Seller;
- g. The sum of _____ DOLLARS (\$ _____) by a post-dated cheque as a further deposit dated (MM/DD/YYYY) _____, being **one hundred eighty (180) days** following execution of this Agreement payable to the Seller; and
- h. The balance of the Purchase Price is to be paid on Closing, subject to the usual adjustments and such other adjustments, if any, set out in this Agreement. The Buyer agrees to pay the balance of the Purchase Price, as adjusted, on completion with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque, or wire transfer using the Large Value Transfer System.

The full Purchase Price must be paid in full on Closing. No holdback of the Purchase Price is permitted for any reason. In the event that any or all of the deposit is not paid within the timelines dictated herein, then the Buyer shall be in default and the Seller shall have the right to terminate this Agreement in addition to all other rights at law and in equity as further outlined herein.

2. **Irrevocable Date.** This Agreement shall be irrevocable by the Buyer until 6:00 p.m. on the third (3rd) business day after the date of this Agreement (the "Irrevocable Date"), after which time, if not accepted by the Seller, this Agreement shall be null and void and the deposit shall be returned to the Buyer without interest or

deduction. Acceptance of this Agreement shall be deemed to be sufficiently made if this Agreement is executed by the Seller prior to the Irrevocable Date.

3. **Tarion Warranty Corporation and Home Construction Regulatory Authority Number 60506.** The Seller warrants that the Dwelling will meet the standard prescribed by the Tarion Construction Performance Guidelines and that the Dwelling will be enrolled under the New Home Warranty Program of Ontario (“**Tarion**”) on Closing. The Seller represents and warrants that it is licensed under Tarion as of the date of this Agreement.
4. **Seller As Agent.** The Seller may not be the owner or sole owner of the Property on Closing, in which case the Seller will be acting as authorized agent for all other owners of the Property. The Seller acknowledges and agrees that the warranties prescribed by the *Ontario New Home Warranties Plan Act* will be the responsibility of the Seller to honour and fulfill. The Buyer acknowledges and agrees that the Transfer/Deed of Land in favour of the Buyer will be signed by the owner(s) of the Property, who may be different than the Seller.
5. **Schedules.** This Agreement shall include the following Schedules that shall be integral to this Agreement:
 - Schedule A – Included Features & Finishes
 - Schedule B – General Terms and Conditions of the Agreement
 - Schedule C – Conditions (if applicable)
 - Schedule D – Special Provisions, Plan of Subdivision
 - Schedule E – HST Rules and Rebates
 - Schedule F – Floor Plan, Elevations, & Site Plan
 - Schedule G – Stage of Construction
 - Schedule H – Included Features & Finishes (Options & Upgrades) Selected by the Seller (if applicable)
 - Schedule L – Statement of Critical Dates and Addendum to Agreement of Purchase and Sale
 - Schedule M – Tarion Warranty Information Sheet

The Buyer acknowledges that the Buyer has read and understands this Agreement and all Schedules attached hereto inclusive of the terms, conditions, limits and warranty exclusions.

6. If accepted, this offer shall constitute a binding agreement of purchase and sale between the parties and their respective heirs, administrators, executors, successors and assigns

SIGNED, SEALED AND DELIVERED

In the presence of

(Witness)	(Buyer 1)	(seal)	(Date)
(Witness)	(Buyer 2)	(seal)	(Date)
(Witness)	(Buyer 3)	(seal)	(Date)

If the Buyer is a corporation, provide name and title of each signatory above, and seal or confirm:

I/We have authority to bind the corporation.

Dunsire Homes Inc., hereby accepts the above offer and its terms and covenants, promises and agrees to and with the above-named Buyer to duly carry out the same on the terms and conditions set out herein:

PER:

Name: (Date)
Title:
I have the authority to bind the corporation.

Buyer's Solicitor (if known):			
Solicitor:			
Address:			
Phone Number:		Fax:	
Email:			

Seller's Solicitor:	Seller's Address:
McKenzie Lake Lawyers LLP 1800-140 Fullarton Street London, Ontario N6A 5P2 Attention: Beth Mullin Phone: (519) 672-5666 ext. 7324 Fax: (519) 672-7654 Email: beth.mullin@mckenzielake.com	c/o Dunsire Homes Inc. 54- 5100 South Service Road Burlington, Ontario L7L 6A5 Attention: Customer Care Phone: 1 (888) 519-2346 Fax: 1 (888) 540-1172 Email: info@dunsire.com

Sample APS
 For Review Only

SCHEDULE "A"
INCLUDED FEATURES & FINISHES

Schedule A - Luxury Home Features
Meadow Heights

EXTERIOR ARCHITECTURAL FEATURES

1. DUNSIRE'S MEADOW HEIGHTS in PORT COLBORNE is a new home project inspired by the sense of neighborhood. Elevations and exterior colours will be architecturally coordinated to provide an enhanced street scape and timeless appeal.
2. Elevations include accent Stone details, Vinyl Siding, Vinyl Shakes and Architectural features in other materials as per elevation.
3. Entry-resistant framing on all perimeter doors (excluding patio doors).
4. Aluminum maintenance-free soffit, downspouts, fascia and eaves-trough.
5. Self-sealing shingles (Limited Lifetime manufacturer's warranty).
6. Insulated entry and exterior door(s) with weather-stripping and deadbolt lock (excluding patio doors).
7. Vinyl windows including a combination of casement and sliders, in complementary colours to elevate the exterior design of each home.
8. All windows as per Dunsire's specifications illustrated on elevations and caulked on exterior.
9. All windows including patio doors to have Low E and Argon Gas, excluding entry door glazing.
10. All opening windows and patio doors are complete with screens.
11. Sliding patio door or Garden Door as per plan.
12. Glazed panel in front entry door or side light(s) as per elevation.
13. Steel insulated door from house to garage, if grade permits, with safety door closer, as per as per plan.
14. Moulded steel sectional roll-up garage doors equipped with heavy duty springs and long-life, rust-resistant door hardware, as per elevation.
15. Fully sodded lot except in areas of walkways, and paved driveway.
16. Pre-cast concrete step(s) at front Entry, porch (step qty to be determined by grade) (rear yard or side yard steps not included)
17. Patio Stone walkway from Front Porch to driveway (qty and location determined by plan and grading).
18. Two exterior hose bibs, one in garage and one at rear of home (location to be determined on site by the builder).
19. Two exterior weatherproof electrical outlets with ground fault interrupter one at front of home and one at rear (location to be determined on site by the builder).
20. Elegant front door entry door Grip set.
21. Contemporary Exterior House Numbers in Black as provided by the builder (location to be determined by elevation).
22. Contemporary Front Elevation Coach lights (2) at Garage, and (1) at Front Porch as per elevation. (Rear Elevations to receive (1) standard light style by Patio or Garden Door).
23. Single Coat Paved Driveway (installed after 1 seasonal period or later) has occurred as determined by builder.

KITCHEN LUXURY FEATURES

1. Canadian made Cabinetry, designed, and measured uniquely to each home.
2. 9' Main Floor Ceilings with 36" Tall Upper Kitchen Cabinetry in lieu of traditional 30" Upper Cabinetry to maximize storage space.
3. Beautifully colour coordinated features such as kick plates, flat end panels, flat island back panels and finished sides on all exposed cabinetry ends. Finished to match each Cabinetry selection.
4. Clean and bright White Melamine Cabinetry interiors and drawers.
5. Laminate Countertops in Kitchens, including a Flush Breakfast Bar on all Islands (as per plan), featuring a clean cut back (no backsplash, no Sidesplash).
6. Elegant Double Bowl Stainless Steel Kitchen Sink.
7. Stylish Polished Chrome Kitchen Faucet with pull out spray.
8. Conveniently located Shut-off valve for Kitchen Sink.
9. Stainless Steel finish kitchen exhaust fan with 6" duct vented to exterior.
10. Heavy duty receptacle for future stove and dedicated electrical receptacle for future refrigerator.
11. Fridge Build Out.
12. Soft Close Cabinetry doors throughout the home as per plan.
13. Fixed Kitchen Islands will receive (1) electrical plug as per ESA.
14. Split receptacle(s) at counter level for future small appliances (locations to be determined by the builder).
15. Dishwasher provision provided in kitchen cabinets with rough-in wiring and drains. (Installation and hook up of appliance by Others)

BATHROOM LUXURY FEATURES

1. Durable Water-resistant board to approximately 60" high on separate shower stall walls.
2. Contemporary Laminate Countertops in all bathrooms featuring a clean cut back (no backsplash, no Sidesplash).
3. Colour co-ordinated kick-plate to compliment vanity cabinets.
4. Energy Efficient Faucets, provided in a Polished Chrome finish, all matching throughout the home.
5. Water Saving Toilets (2pc) design with a space saving round bowl design in white throughout the home.
6. Elegant Vanity Decorative lighting in all bathrooms and powder room.
7. Bathroom Mirrors installed in all bathrooms, including Powder Room. (width to be determined by the builder).
8. White bathroom fixtures from Dunsire's standard selection.
9. Deep White Acrylic bathtubs in all bathrooms, as per plan, Free Standing Deep White Acrylic bathtubs, as per plan.
10. Electrical outlets for future small appliances beside all vanities include ground fault interrupter as per plan.
11. Exhaust fans vented to exterior in all bathroom(s) and powder room.
12. Privacy locks on all bathroom and powder room doors.
13. Durable Ceramic/Porcelain Floor Tiles in all bathrooms (13"x13" or 12"x12") installed in a straight pattern.
14. Durable Ceramic/Porcelain Wall Tile installed on all Walls of Tub/Showers (as per plan) (does not include ceiling).
15. Durable Ceramic/Porcelain Wall Tile installed on all Walls and Ceilings of separate shower stalls (as per plan) including ceramic tiled shower floor, and modern quartz sills.

17. Bathroom and Powder Room accessories to include towel bar and toilet tissue holder, for installation by homeowner (Builder supplied only).
18. Pressure balance valves to all shower stalls and tub/showers as per plan.
19. Shut off valves for all bathroom and powder room sinks.

INTERIOR TRIM LUXURY FEATURES

1. Natural Oak Stairs with Oak handrail and pickets stained from a selection of builder colours.
2. Standard kneewalls, ledges and window seats to be capped with white painted MDF (medium density fibreboard) trim detailing.
3. Elegantly styled Smooth Paneled Interior Doors painted white to coordinate with interior trim.
4. Contemporary "Stepped" profile Interior Trim Package including baseboards painted white.
5. Contemporary "Stepped" profile Interior Trim Package including casing throughout the home painted white.
6. All drywall applied with screws using a minimum number of nails.
7. Modern Lever Hardware on all Interior Doors in a Brushed Nickel finish throughout the home in all finished areas.
8. Durable Wire shelving installed in all closets in White including bedrooms, walk in closets, and linen closets.

LAUNDRY LUXURY FEATURES

1. Unfinished basement or unfinished storage / utility room, as per plan. Shut-off valves in finished laundry room.
2. Heavy duty electrical outlet and exterior vent for future dryer. Electrical outlet for future washer.

ELECTRICAL LUXURY FEATURES

1. Contemporary Décora style switches and receptacles throughout finished areas of the home (locations to be determined by the builder).
2. 200 Amp service with circuit breaker type panel installed in basement.
3. All wiring in accordance with Ontario Hydro standards.
4. One electrical outlet under electrical panel if located in unfinished area.
5. Electrical outlet(s) in all bathroom(s) and powder room include ground fault interrupter.
6. One electrical outlet in garage. One ceiling outlet in garage for future garage door opener.
7. Modern Lighting package including Ceiling mounted light fixture(s) in kitchen/breakfast area, halls, finished laundry room, great room and all bedrooms where applicable, as per plan.
8. Switch controlled receptacle in living room.
9. Smoke Detectors and Carbon Monoxide Detectors installed as per Ontario Building Code.
10. Electronic door chime at front door.
11. 3 Cable TV Outlets, and 1 Telephone Outlet provided as standard.

PAINTING LUXURY FEATURES

1. High Quality Washable Matte paint on interior walls throughout finished areas. (one colour throughout, as selected by the builder).
2. High Quality Interior trim and doors to be painted with white semi-gloss paint throughout the home in finished areas.
3. California Textured ceilings throughout the home.
4. Unfinished Staircases from Main to Basement to receive grey paint as standard.
5. Interior Stair Railing and Posts in finished areas with Oak Stair to receive a natural coloured stain as per builder selections.

FLOORING LUXURY FEATURES

1. Durable Ceramic/Porcelain Tile in all finished tiled areas of the home, in 13"x13" or 12"x12" as per builders selections installed in a straight pattern.
2. Engineered hardwood flooring in great room, kitchen and main hall as per plan (main hall where tile is not indicated on floor plan).
3. Soft and Plush Broadloom Carpeting in all bedrooms and upper hall including closets with high density chip 7lb foam under-pad for comfort.
4. Finished Basement Concrete Floors with Drains in Mechanical Room area.
5. Finished Garage Concrete Floors.

ADDITIONAL LUXURY FEATURES

1. 9' Tall Main Floor ceiling heights in lieu of the standard 8' ceiling height.
2. 2"x6" wall construction, interior and exterior (some 2x4 walls may be required as per plan and will be determined by the builder).
3. Mortgage survey provided with closing documents at no additional cost.
4. Garage floor and driveway sloped for drainage.
5. Concrete garage floor where applicable with re-enforced grade beams.
6. All windows installed with expandable foam to minimize air leakage.
7. Poured concrete foundation walls.
8. Poured concrete front porch as per plan.
9. Architecturally pre-determined sitings and exterior colours in conformance with applicable zoning and architectural control guidelines.
10. Ducts Professionally Cleaned.
11. Tarion Warranty

ENERGY EFFICIENCY FEATURES

1. Double Pane Windows LOW E and ARGON with insulated spacers. Windows installed with expandable foam at perimeter and caulked on the exterior.
2. Insulation to exterior walls R22, attic space R50.
3. Spray foam insulation in garage ceiling below livable space in addition to cantilevered areas with living space above. (R31).
4. Exposed main ductwork to be sealed with foil tape or mastic sealant.
5. Forced air heating and ventilation system.
6. Whole-Home Dehumidifier included with HVAC system.
7. Energy Star qualified hot water tank power vented to exterior. Hot water tank and HRV are rental units. Purchaser to execute agreement with designated supplier prior to closing.
8. Programmable thermostat centrally located on main floor.
9. Heat Recovery Ventilator (HRV) to be installed and interlocked with furnace. (Simplified system)

Purchaser shall have the right to select floor coverings, cabinets and countertops, bathroom fixtures and purchase upgrades from the Dunsire's samples subject to their timely availability from the Dunsire's normal supplier and provided that the same have not already been ordered for this house. Variations from Dunsire's samples may occur in exterior materials, finishing materials, kitchen and vanity cabinets, floor and wall finishes due to normal production process. The Purchaser is notified that the laundry room may be lowered to accommodate side yard drainage, in extraordinary cases, door(s) from laundry room will be eliminated at Dunsire's discretion. Steps where applicable, may vary at any exterior or interior entranceway due to grading variance. Corner lots and priority lots may have special treatments which may require window changes and minor interior modifications to balance and improve the elevations of the house exposed to the street. The purchaser accepts these changes as necessary. When purchaser is buying a house already under construction, Purchaser acknowledges that there may be deviations from the floor plan, elevation or layout of this model and Purchaser agrees to accept such changes as constructed. The house erected or to be erected on the above lot shall contain the features listed above. The floor plan shall be that plan illustrated in the Dunsire's latest sales display for the model type purchased. The purchaser acknowledges that the Dunsire's model homes have been decorated for public display purposes and may contain certain features, upgrade finishes and augmented services which may not be included in the basic model type. All electrical services included in the basic model type are illustrated on architectural plans available at the Dunsire's sales office. Most additional features on display in the model homes are available as extras. Front elevations are modified where alternate floor plans selected. The Purchaser is notified due to siting, grading, and paving conditions, roof lines may vary due to structural roof framing conditions, and may not be exactly as shown. Due to conditions, risers may be necessary at the front entry. Purchaser is notified that all lots have Architectural Control applied to them and that exterior architectural features may be added or altered at the Dunsire's discretion to comply with Architectural Control Guidelines. Dunsire reserves the right to use visual representations of your home, taken both during construction and after occupancy, for the purposes of Public Relations and Advertising, and I/we hereby consent to the same.

Effective Date: April 12, 2023

...../..... Initials

SCHEDULE "A"
INCLUDED FEATURES & FINISHES

I/we acknowledge receipt of this Schedule "A"
Buyer's Initials: _____

This Schedule is subject to the following:

Buyer shall have the right to select floor coverings, cabinets and countertops, bathroom fixtures and purchase upgrades from the Seller's samples subject to their timely availability from Seller's normal supplier and provided that the same have not already been ordered for this Dwelling. Variations from Seller's samples may occur in exterior materials, finishing materials, kitchen and vanity cabinets, floor and wall finishes due to normal production process. Steps where applicable, may vary at any exterior or interior entranceway due to grading variance. Buyer acknowledges and agrees that there may be deviations from the floor plan, elevation or layout of this model and Buyer agrees to accept such changes as constructed. The Dwelling erected or to be erected on the Property shall contain the features listed below. Front elevations are modified where alternate floor plans selected. The Buyer is notified due to siting, grading, and paving conditions, roof lines may vary due to structural roof framing conditions, and may not be exactly as shown. Due to conditions, risers may be necessary at the front entry. Buyer is notified that lots have architectural control applied to them and that exterior architectural features may be added or altered at the Seller's discretion to comply with architectural control guidelines. Seller reserves the right to use visual representations of Buyer's Dwelling and Property, taken both during construction and after occupancy, for the purposes of public relations and advertising, and Buyer hereby consents to the same.

The Buyer shall accept the Dwelling being constructed by the Seller with any change as required by the Municipality in order to comply with any building or zoning by-laws or other municipal requirements including grading requirements whereby stairs and/or drop areas might have to be added to the exterior or interior of the Dwelling.

The Buyer covenants and agrees to notify the Seller, in writing within fifteen (15) days of the Seller's request, as to those items for which the Buyer has the right to select. If the Buyer fails to do so, the Seller may, at its option, make such selections for the Buyer and the Buyer shall be deemed to accept same absolutely and without qualification. Where finishes were installed and viewed at the time this offer is executed then the same shall be deemed to have been chosen by the Buyer. The Buyer shall be bound by any such selections made by the Seller, and shall be estopped from instituting any claim(s) against the Seller as a result of such selections and in any event, the Seller shall not be held liable for any delays in having the Dwelling substantially completed sufficient to permit occupancy thereof by the Closing Date, and the Buyer shall nevertheless be obliged to execute and deliver to the Seller on the Closing Date all documents and instruments required to be given to the Seller on the Closing Date, including the Purchase Price, notwithstanding that the Dwelling may not be substantially completed sufficient to permit occupancy thereof. Buyers are advised that sometimes delivery of Buyer's selections is delayed by the manufacturer or supplier and such delay is beyond Seller's control. Seller agrees to make all reasonable efforts to notify Buyer of any such anticipated delay as soon as Seller becomes aware of it and, if possible, allow Buyer to make alternative selections or, if necessary because the delay is anticipated to impact the Closing Date, Seller and Buyer shall mutually agree to a new Closing Date in accordance with the procedures set forth in the Tarion Addendum attached hereto.

In addition, in the event that the Buyer is entitled to chose to up-grade or make changes to the standard materials and specifications for the Dwelling which are otherwise provided by the Seller, the Seller shall not be held liable for any delays in having the Dwelling substantially completed sufficient to permit occupancy thereof by the Closing Date (provided such delays are as a result of such up-grading or revised work not being completed in time), and the Buyer shall nevertheless be obliged to execute and deliver to the Seller on the Closing Date all documents and instruments required to be given to the Seller on the Closing Date, including the Purchase Price, notwithstanding that the Dwelling may not be substantially completed sufficient to permit occupancy thereof.

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SCHEDULE "B"
GENERAL TERMS AND CONDITIONS OF THE AGREEMENT

I/we acknowledge receipt of this Schedule "B"
Buyer's Initials: _____

1. TENTATIVE CLOSING DATE

The Dwelling shall be deemed to be completed when occupancy is permitted by the local municipal authority (the "Municipality" or "municipality"), notwithstanding that there remains other work to be completed ("Substantially Completed"). If on the Closing Date, the Dwelling is Substantially Completed, the Buyer agrees to complete the sale without holdback of any part of the Purchase Price.

2. TITLE AND PERMITTED ENCUMBRANCES

The Buyer shall be allowed until ten (10) days prior to the Closing Date to examine the title to the Property at the Buyer's own expense and, if within that time, any valid objection is submitted to the solicitor for the Seller in writing, which the Seller is unable or unwilling to remove and which the Buyer will not waive, this Agreement shall be null and void, notwithstanding any intermediate acts or negotiations in respect of such objections, and the Buyer's deposits shall be returned by the Seller without interest and neither the Seller nor any of its agents shall be liable to the Buyer for any further costs or damages. Save as to any valid objection made within such time, the Buyer shall be deemed conclusively to have accepted the title of Seller to the Property. Nothing shall permit the Buyer to insist on completion of this transaction with an abatement of the Purchase Price.

The Buyer agrees to accept title to the Property subject to the following items, if applicable, and the Buyer covenants and agrees to adhere to and comply with the terms and conditions as set out therein:

- a. any and all easements, agreements, licenses, restrictions, covenants, conditions and obligations now or to be registered on or affecting title to the Property;
 - b. any regulations and restrictions of any conservation authority;
 - c. any agreements pursuant to the Planning Act or otherwise with any municipality or other authority now or to be registered or applicable to the Property, including any site plan, subdivision agreement or other development agreement, any amendments thereto, and any related agreements;
 - d. any reservation of mineral or other rights;
 - e. any utility easements over the Property;
 - f. any restrictive covenants, building schemes, and/or noise or other warning clauses registered on title and
 - g. anything else specifically set out in this Agreement
- (collectively, the "**Restrictions and Registered Agreements**").

The Seller will not provide proof of compliance with or obtain a full or partial release of the Restrictions and Registered Agreements but will provide a statutory declaration as to compliance from one of its officers on Closing if requisitioned by the Buyer. The Buyer agrees to be bound by any Restrictions and Registered Agreements and further agrees to accept title subject to such modifications to same as may be required by the Municipality, conservation authority, other governmental authority, and/or subdivision developer from time to time.

The Transfer/Deed of Land shall be prepared by the Seller at its expense save for the Land Transfer Tax Affidavit and the Seller shall be entitled to insert in the Transfer/Deed of Land specific covenants by the Buyer pertaining to the Restrictions and Registered Agreements and, in such case, the Buyer shall, if requested by the Seller's solicitors, execute the Transfer/Deed of Land and deliver same to the Seller's solicitor's prior to Closing and execute such separate written covenants as the Seller's solicitors may reasonably require with respect to the observance and compliance with the Restrictions and Registered Agreements and to deliver same to the Seller's solicitors prior to Closing.

The Buyer agrees that it shall not have the right to call for the release of any Personal Property and Security Act registrations. The Buyer will accept title subject to same.

The Seller and Buyer agree to pay the cost of registration of their own documents, save and in particular, the Buyer shall at its own expense register the Transfer/Deed of Land and any Charge/Mortgage of Land. The Buyer shall pay all land transfer tax in connection with the registration of the Transfer/Deed of Land.

3. TITLE DOCUMENTS, DISCHARGES, SURVEYS

The Buyer shall not call for the production of any title deed, abstract, survey, grading or other certificates, or other evidence of title to the Property except such as are in the possession or control of the Seller. In the event that a discharge of any mortgage or charge held by a corporation incorporated pursuant to the *Trust and Loan Companies Act (Canada)*, Chartered Bank, Trust Company, Credit Union or Insurance Company and which is not to be assumed by the Buyer on completion, is not available in registrable form on completion, the Buyer agrees to accept the Seller's solicitor's personal undertaking to obtain, out of the closing funds, a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Seller shall provide to the Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Seller directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on closing.

4. INSPECTION AND RIGHT OF ENTRY

The Buyer acknowledges that upon acceptance of this Agreement, there shall be a binding agreement of purchase and sale between Buyer and Seller.

Following the Closing Date, the Buyer shall permit the Seller (including its employees, consultants and agents) a right of entry to the Property on reasonable notice as is required by the Seller in order to complete any work (including repair of any deficiencies), grading, or inspections. The Buyer agrees that municipal inspectors, as well as the Seller and its employees, consultants and agents, may enter upon the Property and obtain reasonable access to the Dwelling at any time after completion of the sale to inspect and complete any deficiencies and/or work in order to satisfy all municipal requirements and bring any violation into compliance with the Building Code. Acceptance of construction, siting and grading by the municipality, the mortgagee or the Tarion Warranty Corporation, where applicable, shall conclusively constitute acceptance by the Buyer. The failure or refusal of the Buyer to permit access to the Dwelling following reasonable notice by any such inspector or the Seller, shall relieve the Seller of any obligation to complete or rectify any items of work outstanding or pursuant to any work order.

5. GRADING

The Buyer agrees that it will not alter the grading or change the elevation or contour of the land comprising the Property except in accordance with drainage plans approved by the Municipality. The Buyer agrees to adhere to the overall drainage patterns of the subdivision, including such easements as may exist or may be required for the purpose of water drainage to and from adjoining lands and the Buyer agrees to grant such easements as may be required from time to time for drainage purposes.

The Buyer hereby acknowledges and agrees that the final grading of the Property may not be completed, nor a lot grading certificate in respect of same issued by the Closing Date, yet the Buyer agrees to nevertheless complete this transaction on the Closing Date, upon the Seller's undertaking hereinafter set out to complete the grading of the Property in accordance with municipal requirements within a reasonable time after Closing, weather and soil conditions and the availability of labour, equipment and materials permitting. The Seller, by this Agreement, hereby undertakes to complete, if not already completed, the grading of the Property in accordance with the provisions of the preceding sentence, and the Buyer shall not request or call for any further documentation or assurances pertaining to this undertaking in respect of grading, from either the Seller or the Seller's solicitors.

The Buyer shall permit the Seller, its employees, consultants and agents, the right, at any time after the Closing Date, to enter upon the Property for the purposes of re-grading, rectifying grading, repairing sanitary and storm sewers and water mains. The foregoing covenants may be included in any conveyance in respect of the Property and any breach of the said covenants which requires rectification may be carried out by the Seller or the subdivider or the municipality at the sole expense of the Buyer payable forthwith upon demand.

The Buyer further covenants and agrees not to erect any structure or object in the boulevards or streets, or otherwise do anything with respect to the exterior landscaping which could otherwise impact grading, without the prior written consent of the Seller. The Seller may remove any fences, obstructions or signs situate on the Property, without liability of any kind, if the foregoing provisions of this paragraph are not observed by the Buyer.

6. SETTLEMENT

The Buyer acknowledges that there will be some ground and foundation settlement due to soil disturbances and shrinkage of construction materials and hereby releases the Seller from any liability for any damage to the interior or exterior of the Dwelling, including driveways, patio stones, walkways, decks or sodded areas and from all liability for water or other damage to basement or other improvements and chattels in the Dwelling including consequential damages as a result of any such settlement or shrinkage, and the Seller shall be under no obligation to repair same. The Buyer further agrees that the warranties provided pursuant to the *Ontario New Home Warranties Plan Act / Tarion Warranty Corporation* shall be the only warranty by the Seller. This covenant shall survive and not merge on the closing of this transaction.

7. INSURANCE

All buildings on the Property, all equipment contained therein or thereon and all other things being purchased shall be and remain until completion at the risk of the Seller, save and except any negligent act of the Buyer and his/her agents, invitees or licensees which he/she permits to be on the Property, not to include the actions of the Seller. In the event of substantial damage, as determined by the Seller in its sole discretion, the Seller may, at its sole option, either terminate this agreement and return to the Buyer all amounts theretofore paid by the Buyer without interest or deduction or repair the damage and complete the Dwelling and the within transaction in accordance with the terms hereof. No insurance shall be transferred on completion. It is the Buyer's responsibility after Closing to insure the Dwelling and the Property. If the Seller is taking back a mortgage or a charge, or the Buyer is assuming a mortgage or a charge, the Buyer shall supply the Seller with reasonable evidence of adequate insurance to protect the Seller's or other mortgagee's interest on closing.

8. CONDITIONS RE: PLANNING ACT

This Agreement shall be conditional upon compliance with the subdivision control and part lot control provisions of the *Planning Act* (Ontario), as amended, and upon the Seller obtaining architectural control approval and/or municipal site plan approval if necessary or required, and upon the registration of the plan of subdivision encompassing the Property.

9. ADJUSTMENTS

The Purchase Price shall be increased or adjusted as of Closing on account of the following:

- a. any rents, mortgage interest, realty taxes including local improvements, water, fuel, hydro, gas and any other municipal service or utility, as applicable, shall be apportioned to the Seller and allowed to the Closing Date, with the Closing Date itself to be apportioned to the Buyer. The Seller may reasonably estimate the amount of any item which is not separately billed or assessed on Closing and be adjusted accordingly, subject to readjustment after the Closing upon the actual amount of such item being ascertained;
- b. from and after the Closing Date, the Buyer shall assume responsibility for and pay all taxes, assessments, local improvement rates or other like charges assessed from time to time against the Property and to pay all charges for utility consumption in connection with the construction and maintenance of buildings thereon. Should the Property not have an individually assigned roll number on Closing, the Seller shall estimate taxes, including local improvements, for the calendar year in which the Closing Date occurs and collect as a Closing adjustment such sums as estimated by the Seller had been paid by the Seller for the year in question notwithstanding that the property taxes may not have been levied or paid as of the Closing Date. Such amounts shall be subject to readjustment after the Closing Date and upon the actual amount of such taxes, local improvements or other charges having been determined. The Buyer is advised that the Municipality may issue a realty/property tax bill for supplementary assessment following Closing, which taxes may be in addition to those adjusted with the Seller and shall be the responsibility of the Buyer.
- c. a refundable grading deposit of \$2,500 shall be charged to the Buyer as security for the due performance of the Buyer's obligations under the provisions of this Agreement (the "Grading Deposit"). The Grading Deposit, if not forfeited to the Seller as a result of the Buyer's breach of the Buyer's obligations under the provisions of this Agreement, shall be released back to the Buyer upon delivery by the Municipality to the Seller of a letter fully releasing the Seller from any further grading obligations with respect to the Property and releasing back to the Seller any security held by the Municipality related thereto. The sum of \$2,500 shall in no way be deemed to limit the liability of the Buyer. Upon a breach of the Buyer's obligations under the provisions of this Agreement, the Buyer shall have forfeited as liquidated damages, and without prejudice to the right of the Seller to seek such further and other damages, the Buyer's right to the return of any amounts held by the Seller on account of the Grading Deposit;
- d. all additional or increased charges and levies (including existing or newly imposed levies, development charges, education development charges or any impost or other charges, whether authorized by the *Development Charges Act*, the *Education Act*, or otherwise) imposed or assessed in connection with the development of the Property by any approving authority, municipal, regional or other governmental authorities and/or public utility corporation at the time the Seller is required to pay same in excess of the charges and levies imposed or assessed by such parties relating to the development of the Property as of the date of this Agreement;
- e. any charges related to connection, energization, or the installation of meters used to measure the consumption rate of gas, hydro, water or other utilities and/or any charges paid to a utility company or entity for the connection of services or the cost and installation of a hydro meter and water meter;
- f. any extras and upgrades ordered by the Buyer (and not yet paid);
- g. the enrolment fee for the Dwelling for the Tarion New Home Warranty and the Home Construction Regulatory Authority Oversight Fee (each as in effect for the Dwelling at the time of enrolment) and any increase in costs, fees or assessments attributable to any new or increased levies introduced by any level of government which occurs after the date of this Agreement, plus HST;

- h. in the event that the Buyer arranges mortgage financing with the financial institution recommended by the Seller (the "Lender"), all legal fees and disbursements charged by the Lender's solicitor relating to such mortgage loan transaction;
- i. any HST payable because the Buyer has not qualified for and assigned any and all potentially available rebates to the Seller as described in this Agreement;
- j. a \$500.00 administration fee shall be charged to the Buyer for any cheque which is returned N.S.F. or otherwise dishonoured;
- k. the fee imposed by the Law Society of Ontario upon the Seller or its lawyer with respect to this transaction;
- l. an amount representing interest incurred on the balance of the Purchase Price calculated at the Seller's borrowing rate from its principal banker from the Closing Date to and including the next Business Day (being a day other than a Saturday, Sunday or statutory holiday in the Province of Ontario) on which the transaction is completed;
- m. \$350.00 plus HST with respect to a real property survey of the Dwelling under construction prepared by an Ontario Land Surveyor;
- n. any charge or cost incurred for supplying recycling containers to the Buyer;
- o. a fee to be determined by the Seller acting reasonably per street tree required by the Municipality whether or not a tree is planted within the public right-of-way in front of the Property;
- p. a fee to be determined by the Seller acting reasonably for a paved driveway;
- q. all inspection and compliance certificate fees and charges payable to the Seller, developer, and either of their agents, engineers or architects;
- r. the Buyer acknowledges and agrees that he or she shall pay all amounts chargeable and billable to the Buyer for water, hydro, gas, cable T.V. and any other services arising as a result of the Buyer's failure to make his or her own contractual arrangements with the relevant public or private utility authorities and suppliers on Closing and for which the Seller is subsequently charged, it being the express intent of the parties that it shall be the sole responsibility of the Buyer to notify all relevant utility authorities and make the necessary contractual arrangements to ensure service to the Dwelling as of Closing;
- s. the Buyer shall pay the Seller's reasonable discharge fee as set by the Seller from time to time (at the date of this Agreement the fee is \$250.00 plus HST) for each discharge or partial discharge of any mortgage/charge to be discharged on Closing; and
- t. any other adjustments required or contemplated by this Agreement.

The parties agree to readjust any of the items referred to above, if necessary, after Closing. If there are chattels involved in this transaction, the allocation of value to such chattels shall be estimated where necessary by the Seller and all applicable tax may be collected by the Seller from the Buyer and remitted by the Seller to the appropriate taxing authority.

There shall be no adjustment on Closing for, and the Seller shall not be required to pay interest or account for interest earned on, any funds paid in advance to the Seller by the Buyer as a deposit or otherwise.

10. FUTURE USE / ZONING / ADJACENT PROPERTY DEVELOPMENT

Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the Property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

The Buyer acknowledges that the Seller or a prior owner of the Property may apply for a rezoning with respect to lands adjacent to or near the Property. The Buyer agrees to consent to any such application and agrees that this section may be pleaded as a bar to any objection by the Buyer to such re-zonings. The Buyer covenants to include the provisions of this clause in any conveyance, mortgage or disposition of the lands herein and to assign the benefit of such a covenant to the Seller.

The Buyer has been directed to inquire at the relevant city or municipality's Department of Planning and Development, or similar department, to any known proposals or concepts for development of adjacent or nearby properties. The Seller or the subdivider has not made any representation or warranties to the Buyer concerning the zoning in effect, or the development, or the use (future or otherwise) for any lands adjacent, near or in the vicinity of the Property and this development.

11. RESTRICTIONS

The Buyer acknowledges and accepts that certain restrictions and covenants including noise warning clauses may be registered against the title to the Property. It is understood and agreed that the Seller has the right to amend, vary, waive, cancel or remove or modify any of the restrictions or covenants without the Buyer's consent and the Buyer agrees, if required by the Seller, to sign the Transfer/Deed of Land containing such restrictions and to extract the same covenants from any subsequent purchasers or transferees. The Buyer agrees to satisfy himself or herself as to the compliance with any such restrictions and covenants. The Transfer/Deed of Land to the Buyer may contain a noise-warning clause as required by any government, governmental authority or agency and a clause providing that no chemicals may be sprayed or placed on the lands.

12. EASEMENTS

The Buyer acknowledges and agrees that the subject Property may be subject to and together with maintenance and access easements which may be reflected in the Transfer/Deed of Land and agree to accept title to the Property subject to said easements. The Buyer further acknowledges and agrees that the Seller may locate the premises without a side yard, on or within the Property lines at the Seller's discretion in accordance with current zoning by-laws and regulations. If applicable, townhomes may have both side and rear easements to allow middle units access to maintain the front and rear of the Property.

13. DWELLING PLANS AND SPECIFICATIONS

Except as this Agreement may otherwise provide, the Seller has or will construct the Dwelling substantially in accordance with the plans and specifications attached hereto as Schedule A (Included Features & Finishes) and Schedule F (Floor Plan, Elevations & Site Plan), as the same may be amended by a Change Order signed by both parties, and the Buyer hereby acknowledges having reviewed and approved said plans and specifications. Only those chattels specifically identified in Schedule A shall be included in the Purchase Price. The Buyer further acknowledges and agrees that all of the sketches and plans attached hereto as plans and specifications are intended for general depiction purposes only (specifically including those attached as Schedule F). Illustrations depicted are an artist's concept and may show optional features which may not be included in the base price. Bulkheads and boxing may be required and the location of same may vary for each plan and from the model home. All working drawings are the property of the Seller and may not be copied or reproduced in any manner without written consent from the Seller. The Buyer may be requested to sign on a drawing approval as required by the Seller and failure to do so may result in the extension of the Closing Date.

14. VARIATIONS IN DWELLING

The Buyer shall accept the Dwelling being constructed by the Seller with minor changes in dimensions and, without limiting the generality of the foregoing, any change required by the Municipality in order to comply with any building or zoning by-laws or other municipal requirements including grading requirement whereby stairs might have to be added to the exterior or interior of the Dwelling. In particular, the Buyer acknowledges that the front elevation plans of the building to be constructed and the floor plan may be reversed by the Seller in order to accommodate curb cuts set in locations that have been specified by the Municipality at the time the plan of subdivision, or other planning document, was approved. The Buyer acknowledges that all service locations including cable, electrical panels, switches, lights, and meter locations are at the sole discretion of the Seller and may vary from Dwelling to Dwelling. Notwithstanding the provisions herein, the Seller specifically reserves the right to refuse to make or complete any changes or alterations to the plans and specifications that may be requested by the Buyer if the proposed changes or alterations would result in the contravention of the approved Grading Control Plan and/or the Building Code. Furthermore, the Buyer agrees to accept the Dwelling, if under construction or completed at the date of this Agreement on a where is, as is basis. All dimensions are approximate and actual usable floor area may vary from stated floor area. Any elevations or illustrations are conceptual only and may show optional features which may not be included in the Dwelling. Bulkheads and boxing may be required and the location of same may vary from Dwelling to Dwelling. All working drawings are the Property of the Seller and may not be copied or reproduced in any manner without written consent from the Seller.

15. MATERIALS

Subject to the provisions of the *Ontario New Home Warranties Plan Act*, the Seller shall have the right to substitute any materials used in the construction of the Dwelling, without having to give any notice thereof to the Buyer, provided that the materials so substituted are of equal or better quality than those in the plans and specifications.

All exterior building materials are architecturally controlled and choices/samples and options are from Dunsire Homes Inc. included product line. In the interest of continuous improvement and to meet market conditions, the Seller reserves the right to modify any plan, exteriors, specifications and products without notice or obligation. Since specifications may change at any time, the specifications and finishes described in and/or attached to this Agreement shall be deemed accurate particularly if conflicting with sales office wall renderings or exterior colour boards. The Seller shall have the right to substitute other materials for those provided for in the plans and specifications, without having to give any notice thereof to the Buyer, provided that such materials are of equal or better quality than the materials provided for in the plans and specifications. The Buyer acknowledges and agrees that the Seller is not responsible for variances in colours, shades of colours, and textures of materials. Materials and colours will be as close as possible but not necessarily identical to the Seller's samples. Buyer further acknowledges that site conditions may dictate the

exact appearance of side and rear elevations and side and rear elevations are included for the purposes of upgrade selections only.

16. COMPLIANCE WITH WORK ORDERS

The Buyer agrees to accept on closing the Seller's undertaking to comply with any outstanding municipal work orders and to rectify any deficiency notices, building or zoning by-law infractions within a reasonable time of closing. The Seller hereby consents to the municipality releasing to the Buyer details of all outstanding municipal work orders or deficiency notices affecting the Property.

17. DRIVEWAY

The Buyer agrees that there is no warranty (including no Tarion Warranty Corporation warranty) with respect to any Seller installed paved driveway, if a paved driveway is required within this Agreement, such that there is no warranty coverage for cracking, lifting, settling, shrinking, or otherwise. For clarity, the Seller is not responsible to install a paved driveway unless the specifications forming a Schedule to this Agreement clearly specify that a paved driveway is included in the Purchase Price.

A paved asphalt driveway will be installed adhering to zoning by-laws, and subdivision or development agreement requirements and at the sole option of the Seller within three (3) seasons of sidewalks being installed or final grading approval where sidewalks are not present.

18. PAYMENT OF TARION REGISTRATION

The Buyer agrees to pay as an adjustment in favour of the Seller on the Closing Date the Tarion Warranty Corporation enrolment fee for the Property plus all governmental taxes including but not limited to HST.

19. EXTRAS

Any changes/upgrades ("Extras") requested by the Buyer and agreed to in writing ("Change Order") by the Seller, shall be paid for by the Buyer at the time of making the request (or pursuant to such other arrangements as are made with the Seller at the time of the request in accordance with the terms of the Change Order, or as set out herein), and all such payments shall be non-refundable in the event that this transaction is not completed for any reason whatsoever, save and except where the termination is on account of the default of the Seller or otherwise provided for in this Agreement. Unless otherwise provided for in the Change Order, or as set out herein, the Buyer acknowledges and agrees that the failure to pay for any Extras within five (5) business days of receipt of written notice from the Seller that same is outstanding shall constitute a material breach of the terms of this Agreement and, at the Seller's sole option, the Seller may terminate this Agreement, refuse to carry out the Change Order or add the cost to the balance due on Closing. Notwithstanding the foregoing, the Buyer may, with prior written approval from the Seller, have the option to make a deposit towards any such amount due and owing with respect to the Extras. The Buyer acknowledges and agrees herein that the amount of the deposit required by the Seller shall be project specific, and shall be within the absolute and sole discretion of the Seller. The balance owing with respect to the Extras after the deposit has been paid, shall be added to the balance of the Purchase Price, provided the Buyer's proof of financing covers the additional amount. Notwithstanding the foregoing, the Buyer acknowledges and agrees that this Agreement shall be final and binding when accepted by the Seller and the Seller is under no obligation to agree to any requests for Extras and shall have the sole and unfettered discretion to refuse to accept any and all requests for Extras. It is further agreed that the Change Order shall be subject to the specific terms, if any, specifically set out in writing on the Change Order and those terms shall prevail in the event of a conflict with the terms herein contained. Further, it is acknowledged and agreed that each Change Order shall be subject to the right of the Seller to cancel the Change Order at any time if in the Seller's sole opinion, acting reasonably, it is impractical or would cause undue delay or expense to complete the Change Order. If necessary, on Closing adjustments will be made to reflect any increase or decrease in the amount of the Purchase Price on account of any Extras.

20. ELECTRONIC REGISTRATION AND TENDER

As the electronic registration system (hereinafter referred to as the "Teraview Electronic Registration System" or "TERS") is operative in the applicable Land Titles Office in which the Property is registered, the following provisions shall apply:

- a. The Buyer shall be obliged to retain a solicitor, who is both an authorized TERS user and in good standing with the Law Society of Ontario to represent the Buyer in connection with the completion of the transaction, and shall authorize such solicitor to enter into such escrow closing agreement as the Seller's solicitor may reasonably require (hereinafter referred to as the "Escrow Document Registration Agreement"), establishing the procedures and timing for completing this transaction and to be executed by the Buyer's solicitor and returned to the Seller's Solicitors at least ten (10) days prior to the Date of Closing.
- b. The delivery and exchange of documents, monies and keys to the Property and the release thereof to the Seller and the Buyer, as the case may be:
 - i. shall not occur contemporaneously with the registration of the Transfer/Deed of Land (and other registerable documentation); and

- ii. shall be governed by the Escrow Document Registration Agreement, pursuant to which the solicitor receiving the documents, keys and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Escrow Document Registration Agreement.
- c. In the event that this transaction cannot be completed in escrow pursuant to the terms of the Escrow Document Registration Agreement, the Buyer's solicitor (or the authorized agent thereof) shall be obliged to personally attend at the offices of the Seller's solicitors or, at the sole option of the Seller's solicitors, at the Land Registry Office and at such time as the Seller's solicitors may direct to complete the transaction.
- d. The Buyer expressly acknowledges and agrees that he or she will not be entitled to receive the Transfer/Deed of Land to the Property for registration until the balance of funds due on closing, in accordance with the statement of adjustments, are either remitted by certified cheque via personal delivery or by electronic funds transfer to the Seller's solicitor (or in such other manner as the latter may direct) prior to the release of the Transfer/Deed of Land for registration.
- e. Each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the Property may be delivered to the other party hereto by email transmission (or by a similar system reproducing the original or by electronic transmission of electronically signed documents through the Internet), provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto which may be by electronic signature. The party transmitting any such document shall also deliver the original of same (unless the document is an electronically signed document) to the recipient party by overnight courier sent the day of closing or within two (2) business days of closing, if same has been so requested by the recipient party.
- 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 Seller upon the Buyer when the Seller's solicitor has:
 - i. delivered all closing documents, keys and/or funds to the Buyer's solicitor in accordance with the provisions of the Escrow Document Registration Agreement;
 - ii. advised the Buyer's solicitor, in writing, that the Seller 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 TERS in order to complete this transaction that can be performed or undertaken by the Seller's solicitor without the cooperation or participation of the Buyer's solicitor;

without the necessity of personally attending upon the Buyer or the Buyer's solicitor with the aforementioned documents, keys and/or funds, and without any requirements to have an independent witness evidencing the foregoing.

The Buyer agrees that keys may be released to the Buyer at the sales office or other location as determined by the Seller upon the Closing Date of the transaction. The Seller's advice that the keys are available shall be valid tender of possession of the Property to the Buyer.

It is further provided that, notwithstanding this section, in the event the Buyer or the Buyer's solicitor advise the Seller or the Seller's solicitors, on or before the Closing Date that the Buyer is unable or unwilling to complete the purchase transaction, the Seller, at its sole option, shall be relieved of any obligation to make any formal tender upon the Buyer or the Buyer's solicitor and may exercise forthwith any and all of its right and remedies provided for in this Agreement and at law.

The Buyer agrees to accept a transfer of title to the Property directly from the registered owner thereof.

21. WATERSAVING

If applicable, the Buyer acknowledges that the Dwelling may be fitted with water pressure reduction devices. The Buyer agrees to accept all such devices as are required to be installed by the Seller and further agrees to accept maintenance of such devices on closing.

22. ATTENDANCE AT SITE

Unscheduled visits to the construction site are not permitted due to safety and security reasons. All visitors will be asked by the Seller's staff or security personnel to leave immediately. The Buyer is not allowed to visit the construction site at any time prior to Closing without a pre-arranged appointment scheduled with a Seller's representative. The Seller, at its sole discretion, may refuse to provide a site visit. Furthermore, no one other than the Buyer or the Buyer's representative (as authorized in writing) is permitted to attend at the construction site.

By entering into this Agreement, the Buyer agrees that, if the Buyer or the Buyer's representative suffers any injury or loss during any visit to the construction site (scheduled or unscheduled) or because of a

contravention by the Buyer (or anyone for whom the Buyer is responsible) of any of the foregoing policies, the Buyer will completely release the Seller from any liability on account of such injury or loss. In addition, if the Buyer or anyone for whom the Buyer is responsible attends at the construction site (scheduled or unscheduled) and/or contravenes any of the foregoing policies, the Buyer agrees by entering into this Agreement that he or she will indemnify and save the Seller harmless from any costs, claims, damages, losses or expenses incurred on account of such construction site attendance.

Buyer's Initials

23. SERVICES

Buyer acknowledges that all service locations including cable, electrical panels, switches and lights and meter locations are at the sole discretion of the Seller and may vary from model to model.

24. HUMIDITY IN NEW HOMES

The Seller recommends the use of a dehumidifier within the house to remove moisture and reduce humidity subsequent to completion and to operate the ventilation fans installed within the washrooms on a frequent basis. The Seller will not be responsible for any damages caused by the Buyer's failure to comply with the foregoing recommendation and, furthermore, the Buyer acknowledges that failure to comply with the foregoing recommendation may void any applicable warranty.

25. EXTERIOR IMPROVEMENTS

The Buyer acknowledges that, without the written consent of the Seller, no exterior improvements including decks, patios, fences, clothes lines, sheds, children's entertainment centres, pools, ponds, gardens, planting of trees or shrubs, and/or any other grading work or exterior improvements will be completed by the Buyer until the later of (a) the Closing Date, (b) the date following which the Seller obtains final grade approval and completes all sod work, and (c) the date following which the Seller advises the Buyer in writing that the Municipality has released all related security and has assumed responsibility for all roads, sidewalks, grading, water and sewer services. It is the Buyer's responsibility to research and satisfy all easements and by-law regulations before constructing any exterior improvements or alterations. In addition, the Seller assumes no responsibility for damage to the Buyer's exterior improvements at any time until final grade, sod and construction of adjoining lots is complete and the Municipality has assumed responsibility for all roads, sidewalks, grading, water and sewer services. The Buyer acknowledges that the municipality may have restrictions on the amount of permitted lot coverage and shall satisfy himself or herself that the restrictions will permit the said exterior improvements prior to executing this Agreement.

In the event of a violation of this clause by the Buyer, the following shall apply:

- a. the Seller shall be authorized by the Buyer and permitted to enter on the Property and complete all remedial work, including without limitation, altering the landscaping, removal of any landscape features, shrubs, trees, hedges, structures or fences (the "Work"), as may be necessary to bring the Property into compliance with the lot grading requirements of the municipality, the region or any other approval authority;
- b. the Buyer will be deemed to have requested the Seller to complete the Work and hereby consents to the Work being done;
- c. in so carrying out the Work, the Seller shall not be held responsible in any way for any damages to any improvements installed by the Buyer;
- d. the Buyer shall be fully responsible for all direct and indirect cost and expense of the Work carried out by the Seller and shall pay the Seller for such Work within fifteen days of being invoiced for the same. The Seller may deduct its direct and indirect costs from the Grading Deposit, however the Grading Deposit shall in way be deemed to limit the liability of the Buyer; and
- e. in the event that the Buyer does not pay the invoice within fifteen days as required, the Seller shall enjoy all rights afforded to it under the *Construction Act* and the Buyer is deemed to have retained the Seller to complete the Work for the Buyer's direct benefit.

In the event that any sod, grass, shrubs, trees or other landscaping have died and require replacement in order to satisfy any by-law, subdivision or development agreement requirements, the Buyer shall be fully responsible for the same and shall carry out such works immediately upon being notified by the Seller. In the event that the Buyer does not complete the replacement upon request by the Seller, the Seller shall be authorized by the Buyer and permitted to enter on to the Property to carry out the replacement on behalf of the Buyer and at the Buyer's sole cost and expense. The Buyer shall pay the Seller for such work within fifteen days of being invoiced for the same, failing which the Seller shall have all rights afforded to it under the *Construction Act*.

It is the Buyer's responsibility to research and satisfy all easements and bylaw regulations before constructing any exterior improvements or alterations. In addition, the Seller assumes no responsibility for damage to the

Buyer's exterior improvements at any time until final grade, sod and construction of adjoining lots is complete. The Buyer acknowledges that the municipality may have restrictions on the amount of permitted lot coverage and shall satisfy himself or herself that the restrictions will permit the said exterior improvements prior to executing this Agreement.

26. UTILITY AND ENERGY SUPPLIERS

The Buyer acknowledges that it is his or her sole responsibility to make satisfactory financial arrangements with the utility and energy suppliers in the municipality for the sale and/or rental of water heaters, drain water heat recovery unit, energy recovery ventilator and water softeners and agrees to indemnify and hold harmless the Seller from all costs and/or damages resulting from the Buyer's failure to make the said arrangements.

27. EQUIPMENT

The Buyer acknowledges and agrees that the hot water tank and certain other equipment serving the Dwelling and/or Property (the "Equipment") may be rented and not included in the Purchase Price. The Buyer shall take all necessary steps to execute any documentation (lease, rental contract, etc.) with respect to the Equipment as may be required by the supplier of the Equipment. The Buyer acknowledges that:

- (a) the Equipment may be non-owned;
- (b) the terms governing the lease/rental for the Equipment may be provided to the Seller prior to the Closing Date and the Buyer may be required to execute a lease/rental document containing the terms prior to the Closing Date;
- (c) the terms of the lease/rental may contain a buy-out option allowing the Buyer to purchase the Equipment;
- (d) the terms governing the Equipment may be updated or amended at any time prior to, or following the Closing Date and
- (e) the Seller shall have no responsibility or liability for the Equipment and any costs related thereto.

28. BUYER'S COVENANTS WITH SELLER

The Buyer covenants and agrees with the Seller as follows:

- a. that, notwithstanding Closing, all warranties, obligations and covenants of the Buyer or any provisions of this Agreement which require fulfillment by the Buyer after the Closing Date shall not merge but shall survive Closing and remain in full force and effect thereafter;
- b. to be solely responsible for watering and general maintenance of all sod, trees, plants and shrubs after the Closing Date or from the date that sod is laid, or trees, plants or shrubs are planted, whichever is later;
- c. to take all necessary steps to assume immediately on Closing all charges for hydro, gas, water and other services and utilities;

Buyer's Initials

- d. to observe and fully comply with the terms and conditions of any subdivision or development agreement to which the Property may be subject and all covenants and restrictions registered against title to the Property;
- e. to comply with all obligations and requirements of the *Ontario New Home Warranties Plan Act* / Taron Warranty Corporation;
- f. to not register any notice of this Agreement against title to the Property prior to Closing;
- g. to complete this transaction;
- h. to sign and return to the Seller's solicitor, all documents reasonably required by the Seller's solicitor;
- i. to not interfere with the installation of the services to the Property or any adjacent or nearby properties owned by the Seller, or with the completion of the Property or any adjacent or nearby properties owned by the Seller;
- j. to accept the decision of the consulting engineer of the Seller and the municipality engineering department as to compliance with the Seller's obligations under this Agreement, the certificate of whom will be proof of such compliance and will be binding on both parties;
- k. to advise the Seller at least 15 days prior to the Closing Date as to the full name and birth date of the Buyer and the manner in which title to the Property will be taken so a Transfer/Deed of Land may be properly prepared;

- l. to not interfere or interrupt the business of the Seller or any affiliate's business; and
- m. that the Buyer is not a non-Canadian for the purposes of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act*, S.C. 2022, c. 10, s. 235, together with the regulations as amended or replaced from time to time.

Buyer's Initials

29. SELLER'S WARRANTIES

The Seller warrants that it is not a non-resident of Canada for the purposes of Section 116 of the *Income Tax Act* (Canada). No officer, director or shareholder of the Seller has ever occupied the Property as a matrimonial home. Spousal consent is not necessary to this transaction under the provisions of the *Family Law Act*, R.S.O. 1990.

30. DELIVERY TO BUYER'S SOLICITOR

The Buyer acknowledges that delivery of this Agreement and any related documentation to the Buyer's solicitor and/or financial institution is the sole responsibility of the Buyer.

31. BUYER'S CONSENT TO THE COLLECTION AND LIMITED USE OF PERSONAL INFORMATION

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

- a. any companies or legal entities that are associated with, related to or affiliated with the Seller, other home builders that are likewise associated with, related to or affiliated with the Seller (or with the Seller's parent/holding company) and are developing one or more other residential housing projects or communities that may be of interest to the Buyer or members of the Buyer's family, for the limited purposes of marketing, advertising and/or selling various products and/or services to the Buyer and/or members of the Buyer's family;
- b. one or more third party data processing companies which handle or process marketing campaigns on behalf of the Seller or other companies that are associated with, related to or affiliated with the Seller, and who may send (by e-mail or other means) promotional literature/brochures about new housing projects and/or related services to the Buyer and/or members of the Buyer's family;
- c. any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Buyer and/or members of the Buyer's family, including without limitation, the Seller's construction lender(s), the project monitor, the Seller's designated construction lender(s), the Tarion Warranty Corporation in connection with the development and/or construction financing of the housing project and/or the financing of the Buyer's acquisition of the Property from the Seller;
- d. any insurance companies providing (or wishing to provide) insurance coverage with respect to the Property including without limitation, any title insurance companies providing (or wishing to provide) title insurance to the Buyer or the Buyer's mortgage lender(s) in connection with the completion of this transaction;
- e. any trades/suppliers or sub-trades/suppliers, who have been retained by or on behalf of the Seller (or who are otherwise dealing with the Seller) to facilitate the completion and finishing of the Property and the installation of any extras or upgrades ordered or requested by the Buyer;
- f. one or more providers of cable television, telephone, telecommunication, security alarm systems, hydro-electricity, chilled water/hot water/ gas and/or other similar or related services to the Property (or any portion thereof) unless the Buyer advises the Seller in writing not to provide such personal information to an entity providing security alarm systems and services;
- g. one or more providers of services and/or products who may provide promotional materials applicable to the Property unless the Buyer advises the Seller in writing not to provide such personal information to such entities;

- h. any relevant governmental authorities or agencies, including without limitation, the Land Titles Office (for the region in which the Property is registered), the Ministry of Finance for the Province of Ontario (i.e. with respect to Land Transfer Tax), and Canada Revenue Agency (i.e. with respect to HST);
- i. the Seller's solicitors, to facilitate the final closing of this transaction, including the closing by electronic means via the Teraview Electronic Registration System, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation; and
- j. any person, where the Buyer further consents to such disclosure or disclosures required by law.

32. CONFIRMATION OF AGENCY REPRESENTATION

Unless otherwise specified in this Agreement, it is understood that the Seller may enter into an Agreement to Cooperate with Brokers and Realtors for introduction of a potential Buyer to the Project. The Buyer acknowledges and agrees that he or she was at liberty to seek agency representation from a broker or realtor (or any other party) under separate contract (the "Buyer's Representative"). The Buyer acknowledges and agrees that he or she has had the opportunity to review this Agreement with his or her Buyer's Representative prior to signing this Agreement. It is further acknowledged and agreed by the Buyer that there is no representation, warranty, collateral Agreement or condition affecting this Agreement or the Property or supported hereby other than expressly herein writing. The Buyer acknowledges and agrees that in the event that the Buyer has entered into an agency representation with the Buyer's Representative, written confirmation of said agency representation was provided to the Seller immediately upon the Buyer's attendance at the Seller's sales centre and prior to the commencement of any negotiations related to the transaction contemplated in this Agreement. In the event that said written proof was not provided to the Seller as set out herein, the Buyer acknowledges and confirms that he or she has not sought agency representation and is not represented by a broker or realtor.

Buyer's Initials

33. ONTARIO NEW HOME WARRANTIES PLAN ACT AND TARION WARRANTY CORPORATION ("TWC") INSPECTION

- a. The Seller covenants that the Property is or will be at Closing registered under the *Ontario New Home Warranties Plan Act*. No further warranty or guarantee is or shall be given by the Seller. Accordingly, the Buyer acknowledges and agrees that the only warranties provided by the Seller are those required and provided under the *Ontario New Home Warranties Plan Act*. In addition to all other exceptions outlined in this Agreement, the Buyer acknowledges that the following items are not included in the *Ontario New Home Warranties Plan Act* and shall not be the responsibility of the Seller:
 - i. Condensation and any resulting damage caused by or relating to skylights;
 - ii. Where the Buyer, prior to installation of sod, places any shed, pool, deck, fence, or other structure on the Property, the additional cost involved in working around such installations. In such instance, at the Seller's option, the Seller may credit the Buyer with the original cost of sodding the lot and the Buyer shall be responsible for sodding the Property; and
 - iii. Minor variance in surface level of paving stone installation and uneven settlement of same due to compaction by vehicle tires, as well as chipping and/or damage to pavers due to snow removal or excess vehicle weight. The Buyer acknowledges that such minor variations, settlement and chipping and/or damage in the paving stones are typical and unavoidable. The Seller's liability respecting driveways and walkways shall be limited to repairs of normal settlement of the bearing aggregates and sub-soil on a one time basis within the first year of ownership commencing on the Closing Date;
 - iv. Any cement parging around the foundation of the Dwelling; and
 - v. Sod, shrubs, hydroseed and landscaping.
- b. The Buyer or the Buyer's designate as hereinafter provided agrees to meet the Seller's representative at the date and time designated by the Seller, prior to the Closing Date to conduct a Pre-Delivery Inspection of the Dwelling (the "PDI") and to list all items remaining incomplete at the time of such inspection together with all mutually agreed deficiencies with respect to the Dwelling, on the TWC Certificate of Completion and Possession (the "CCP") and the PDI Form, in the forms prescribed from time to time by, and required to be completed pursuant to the provisions of the *Ontario New Home Warranties Plan Act*, as amended. The said CCP and PDI Forms shall be executed as required and shall constitute the Seller's only undertaking with respect to incomplete or deficient work and the Buyer shall not require any further undertaking of the Seller to complete any outstanding items. Provided that the execution of the CCP and PDI Forms by the Seller shall not be deemed an acknowledgement or admission by the Seller of its obligation to complete any items listed by the Buyer thereon and the Seller specifically reserves its right to refuse to complete same. In the event that the Seller performs any additional work to the Dwelling in its discretion, the Seller shall not be deemed to have waived the provision of this section or otherwise enlarged its obligation hereunder.

- c. The Buyer acknowledges that the Homeowner Information Package as defined in TWC Builder Bulletin 42 (the "HIP") is available from TWC's website: www.tarion.com.
- d. The Buyer shall be entitled to send a designate to conduct the PDI in the Buyer's place or attend with their designate, provided the Buyer first provides to the Seller written authority appointing such designate for the PDI prior to the PDI. If the Buyer appoints a designate, the Buyer acknowledges and agrees that the Buyer shall be bound by all of the documentation executed by the designate to the same degree and with the force and effect as if executed by the Buyer directly.
- e. At the option of the Seller, the Buyer acknowledges that he or she shall not be entitled to take possession of the Property until completion of the PDI Forms. In the event the Buyer and/or the Buyer's designate fails to attend the PDI, the Seller may declare the Buyer to be in default under this Agreement and may exercise any or all of its remedies set forth in this Agreement of Purchase and Sale and/or at law.
- f. The Buyer agrees that the Seller shall have the right to enter upon the Property including the Dwelling after completion of the transaction during normal business hours in order to complete such items as are included in the CCP and PDI Forms. Further the Seller and the developer shall have the right for itself and its respective servants or agents, to enter upon the Property for completion or correction of grading and drainage and to carry out any outstanding obligations contained in any agreements with local or regional municipalities or county, utilities or any other affecting authority.

34. DEFAULT

The Buyer shall be deemed to be in default under this Agreement if any lien, execution or encumbrance arising from any action or default whatsoever of the Buyer is charged against or affects the Property. If the Seller pays any such lien, execution or encumbrance, the Buyer shall reimburse the Seller for all amounts paid by the Seller forthwith or else be considered in default pursuant to this Agreement. In addition to all other remedies available to the Seller, the Seller may declare this Agreement null and void upon default of any kind pursuant to this Agreement by the Buyer and in such event be under no further obligation to the Buyer and be entitled to retain all monies paid by the Buyer up to that time as liquidated damages and not as penalty. The foregoing is subject to the provisions of the Schedule prescribed by the regulations of the *Ontario New Home Warranties Plan Act* if applicable.

In addition to all other remedies and rights in favour of the Seller which arise on account of the default of the Buyer, if the Buyer defaults in any of the Buyer's obligations under this Agreement, then the Seller has the right to accelerate the payment of the Deposit and Extras agreed to be paid by the Buyer pursuant to this Agreement or otherwise by delivering a written demand upon the Buyer to pay the balance of the said Deposit and Extras, and same are hereby agreed to be paid by the Buyer within two (2) days of the Seller's demand for same subject to the provisions of the Schedule prescribed by the regulations of the *Ontario New Home Warranties Plan Act* if applicable.

If the Buyer fails to cure any default within five (5) days of a written request from the Seller, the Buyer shall be in default herein and this Agreement may be terminated at the sole option of the Seller and the Buyer's Deposit, together with any other amounts payable hereunder (whether previously collected or not), may be retained by the Seller as liquidated damages. It is understood and agreed that the rights contained herein on the part of the Seller are in addition to any other rights (whether of a more onerous nature or not) which the Seller may have at law, in equity or under any other provisions of this Agreement, and the Seller expressly has the right to exercise all or anyone or more of the rights contained in this Agreement, or at law or in equity, without exercising at such time, the remainder of such right or rights and without prejudice to the subsequent right of the Seller to exercise any remaining right or rights at law, in equity or in this Agreement.

35. WAIVER OF DAMAGES

Notwithstanding anything contained in this Agreement to the contrary, the Buyer acknowledges and agrees that the Seller shall not be responsible for costs, expenses or any other damages whatsoever suffered or incurred, including in respect of alternate accommodation, storage and movers, by the Buyer as a result of any delay in Closing or extension of the Closing Date save and except where such delay or extension is on direct account of the Seller's gross neglect and save and except as provided for by the provisions of the *Ontario New Home Warranties Plan Act* and the regulations thereunder.

The Buyer acknowledges and agrees that the Seller shall not be liable for and the Buyer shall hold the Seller harmless with respect to any damage which may occur to basement improvements, whether made by the Seller prior to Closing or independently by the Buyer after Closing, and/or any property stored in the basement or any other consequential damage arising directly or indirectly from condensation or basement foundation wall leakage regardless that same may occur during any warranty period.

The Buyer covenants that it will not commence any legal proceedings against the Seller for construction defects or non-completion of any items in this Agreement, or upon the Seller's undertaking to complete the Unit, prior to exhausting its remedies, including the conciliation and arbitration procedures, set out in the ONHWP. In default of this covenant the Seller may plead the Buyer's failure as a full defense to the action.

36. CONSTRUCTION LIEN

The Buyer agrees to accept, on Closing, the Seller's representation and warranty that all subtrades, labourers, and other potential lien claimants have been and/or will be paid in full and the Seller's agreement to indemnify and save the Buyer harmless from any reasonable costs incurred by the Buyer as a result of any construction liens registered on the title to the Property on account of work or materials supplied to the Seller prior to Closing. The Buyer shall have no right to call for any other proof of Seller's compliance with the *Construction Act* and/or any other proof that the Property is not subject to construction liens and shall not claim any lien holdback on Closing

37. STREET FURNITURE

Certain utility and/or service installations such as for telephone, electricity, cable television, gas, water, and/or sewer ("Utility Street Furniture") may be placed near or within the Property. The Buyer accepts that Utility Street Furniture may be located in front of, to the side, behind or otherwise on or appurtenant to the Property and agrees to accept same. The Seller cannot alter the location of the Utility Street Furniture.

38. PRIORITY, SUBORDINATION AND POSTPONEMENT

The Buyer acknowledges that the Seller is or may be borrowing money from a financial institution to be secured by one or more charges registered or to be registered against the Property and the Buyer agrees that this Agreement, any interest of the Buyer in this Agreement (whether such interests are in equity or at law), and any and all deposits paid or to be paid by the Buyer pursuant to this Agreement and any Buyer's lien arising by the terms of this Agreement or from the payment of any deposit pursuant to this Agreement or arising by operation of law is hereby subordinated and postponed to and will be subordinated and postponed to any mortgages, charges, debentures and trust deeds registered or to be registered against title to the Property and any advances thereunder, made from time to time, and to any easement, license or other agreements to provide services to the Property or to any lands adjacent thereto. The Buyer agrees to execute any and all documentation necessary to give full force and effect to same forthwith after being requested to do so by the Seller.

39. NON-ASSIGNABILITY AND REGISTRATION OF AGREEMENT

This Agreement is personal to the Buyer and is non-transferable other than with the prior written consent of the Seller, which consent may be unreasonably withheld.

The Buyer shall not list for sale, advertise for sale or sell, prior to Closing, any of his or her interest and/or rights under this Agreement without the prior written consent of the Seller which consent may be unreasonably withheld. The Buyer agrees not to register this Agreement, or notice thereof, or any other instrument or document of any kind, against the title to the Property, prior to Closing. If the Buyer breaches this provision, the Buyer shall immediately attend to the removal of any such registration from title, and the Buyer hereby irrevocably appoints, in accordance with the *Powers of Attorney Act*, the Seller as the Buyer's attorney for all purposes necessary to effect the removal of any such registrations. All costs, expenses and damages incurred directly or indirectly by the Seller on account of any such registrations and effecting the removal thereof shall be immediately paid by the Buyer and if not paid in full prior to Closing shall be added as an adjustment to the balance due on Closing.

The Buyer covenants and agrees that it will in no way, directly or indirectly, assign, convey, offer for sale, sell or transfer its rights under this Agreement prior to the Closing Date to any person or entity that is a non-Canadian for the purposes of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act*, S.C. 2022, c. 10, s. 235, together with the regulations as amended or replaced from time to time.

The Buyer further covenants and agrees that it will in no way, directly or indirectly, assign, convey, offer for sale, sell or transfer its rights under this Agreement prior to the Closing Date to any other person without the consent of the Seller in writing, which consent may be arbitrarily withheld in the Seller's sole discretion. The parties to any assignment consented to by the Seller shall enter into the Seller's standard form of assignment and assumption agreement, without alteration or amendment thereto whatsoever. Buyer agrees that in consideration of Seller granting consent to any assignment, Seller shall be paid a fee in an amount determined by the Seller in its sole discretion.

Further, the Buyer hereby covenants and agrees that at any time prior to Closing any default by him in the performance of any of his covenants or obligations contained herein shall entitle the Seller, at its sole option, to terminate this Agreement and, upon such termination, all monies paid to the Seller hereunder shall be forfeited to the Seller and this Agreement shall be at an end and the Buyer shall not have any further rights hereunder. The Seller shall have the right to assign this Agreement, provided that any such assignee shall be bound by all of the covenants made by the Seller herein, in which event the Seller shall thereupon be released from all obligations hereunder.

40. SPECULATION

The Buyer represents to the Seller, upon which representation the Seller has relied in accepting the Buyer's offer, that the Buyer is purchasing the Property for the Buyer's own personal use and not for short-term speculative investment purposes. In the event that the foregoing resolution is inaccurate, the Purchase Price shall be adjusted by increasing the Purchase Price by the sum of all potentially available tax rebates, as

contemplated by this Agreement, and the Buyer shall be responsible for all of the Seller's costs, if any, incurred to adjust the Purchase Price.

41. NON-MERGER

The parties agree that all of the provisions of this Agreement, including all covenants, representations and warranties contained herein, shall survive and not merge on Closing of the transaction contemplated herein.

42. TIME OF ESSENCE

Time shall in all respects be of the essence hereof provided that the time for doing or completion of any matter provided for herein may be extended or abridged by an agreement in writing signed by the Seller and the Buyer or by their respective solicitors who may be specifically authorized in that regard.

43. ENTIRE AGREEMENT

This Agreement, including any and all Schedules (specifically including but not limited to the Addendum), shall constitute the entire Agreement between the Buyer and the Seller. There is no representation, warranty, collateral agreement or condition, whether direct or collateral or expressed or implied, which induced any party hereto to enter into this Agreement or on which reliance is placed by any such party or which affects this Agreement or the Property or supported hereby, other than as expressed herein. The headings herein do not compose any part of the Agreement and are inserted for reference only. This Agreement shall be read with all changes of gender or number required by the context. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

44. AMENDMENTS MUST BE IN WRITTEN MEMORANDUM

This agreement shall not be amended, altered or qualified except by a memorandum in writing signed by the parties hereto or their solicitors or by an exchange of letters confirming any such amendment, alteration or qualification by their respective solicitors.

45. INTERPRETATION

This Agreement, including all Schedules and other documents annexed hereto, is to be read with all changes of gender or number required by the context. All headings are for convenience of reference only and have no bearing or meaning in the interpretation of any particular clause in this Agreement. Any reference to a time and date in this Agreement shall mean the time and date where the Property is located.

46. NOTICES

Any communication or notice given for the purposes of this Agreement shall be in writing and shall be sufficiently given if personally delivered or delivered by courier or sent by prepaid registered mail or by facsimile transmission (or other electronic transmission including e-mail) to the receiving party or its solicitor at the address, facsimile number or e-mail address listed on page 1 of the Addendum, or such other address as such person shall have last notified to the person giving the same in the manner provided in the Addendum. Any communication or notice sent shall be deemed to have been given in accordance with the terms set out in the Addendum.

47. BENEFIT

Subject to the terms herein, this Agreement shall be binding upon the heirs, executors, administrators, successors and permitted assigns of each party.

48. APPLICABLE LAW

This Agreement shall be governed by, and shall be construed in accordance with, the laws of the Province of Ontario.

49. UNENFORCEABLE PROVISIONS

If any part of this Agreement is found to be invalid or unenforceable under applicable law, such part will be ineffective to the extent of such invalid or unenforceable part only, without affecting the remaining parts of this Agreement in any way.

50. WAIVER

No waiver of any of the provisions of this Agreement will be deemed to constitute a waiver of any other provision nor shall such a waiver constitute a continuing waiver unless otherwise expressly provided in writing duly executed by the party to be bound thereby.

51. JOINT AND SEVERAL LIABILITY

If there is more than one Buyer, their obligations to the Seller on account of this Agreement are joint and several.

52. DIGITAL/ELECTRONIC SIGNING

This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and all such counterparts together shall constitute one and the same instrument and shall be effective as of the date hereof.

This Agreement may be executed by one or more of the parties by facsimile transmission or by electronic transmission in portable document format (PDF) signature and all parties agree that the reproduction of signatures by way of facsimile device or by electronic transmission in PDF will be treated as though such reproductions were executed originals.

Sample APS
For Review Only

**SCHEDULE "C"
CONDITIONS**

I/we acknowledge receipt of this Schedule "C"
Buyer's Initials: _____

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Sample APS
For Review Only

SCHEDULE "D"
SPECIAL PROVISIONS
PLAN OF SUBDIVISION

I/we acknowledge receipt of this Schedule "D"
Buyer's Initials: _____

Notwithstanding anything to the contrary contained in the Agreement to which this Schedule is attached, the Buyer (sometimes referred to in this Schedule as the "Buyer" or "Buyer") and the Seller (sometimes referred to in this Schedule as the "Seller" or "Seller") agree that the following provisions form part of the Agreement upon Lots 1-43 within Registered Plan 59M-195, and Lots 20-23 and Lots 44-52- within Registered Plan 59M-193 in the City of Port Colborne, Regional Municipality of Niagara and, where applicable, shall run with the said lands unless otherwise specifically provided herein, and shall be binding upon all Buyers, subsequent owners, transferees, successors and assigns thereof:

1. NOTICE OF SUBDIVISION AGREEMENT

The Buyer is hereby notified of the existence of the subdivision agreement dated May 3, 1990 between CIFA Developments Inc., Lehdorff Investors Services Limited and The Corporation of the City of Port Colborne and registered as Instrument No. LT 077615 on January 29, 1991; as amended by an amending agreement dated September 28, 2000 between 1399908 Ontario Ltd., CIFA Developments Inc., and The Corporation of the City of Port Colborne and registered as Instrument No. LT 166874 on September 29, 2000, as further amended by an amending agreement dated June 6, 2022 between 1399908 Ontario Ltd., The Corporation of the City of Port Colborne and Maria Marino, Marina Marino and Maria Cantelmi and registered as Instrument No. SN759485 on March 9, 2023 (collectively, the "Subdivision Agreement"), which applies to the dwelling being purchased pursuant to this Agreement. The Buyer is hereby notified that the Subdivision Agreement includes the Seller's obligations to maintain the Works (as defined in the Subdivision Agreement) and all other conditions covered by the Subdivision Agreement.

2. LOT GRADING AND DRAINAGE

The Buyer is advised that the grading and drainage schemes as established and verified by the Grading Conformance Certificate shall be maintained and shall not be altered by the Buyer/future owners in perpetuity without the express written consent of the Director of Public Works or the Chief Building Official.

No one shall interfere with the drainage swales or surface drainage pattern on a Lot or Block without explicit written permission from the Director of Planning and Development Services. All swales are for storm water management purposes and it shall be the responsibility of the Buyer to maintain the drainage across the Lot or Block in accordance with the approved Subdivision Grading Plan and Lot Grading Plan. Should the City find it necessary to enter upon the Buyer(s)' property to undertake any inspection of or any Works with regard to any drainage or stormwater management Works, the City shall have the same rights as are prescribed by the Subdivision Agreement

Buyers are advised and acknowledge that rear lot catchbasins, contained within a 3.0-meter-wide easement, may be installed along common lot lines. The Buyer(s) are advised that the surface water run-off is drained via a swale system to the aforementioned catchbasins and a storm sewer lead to the main municipal storm sewer system. The Buyer(s) covenant and agree not to alter the grading or cause any blockage or obstruction to the catchbasins or swales and undertake to maintain the aforesaid catchbasins or swales in good condition at their own cost and expense.

3. MAIL

Mail delivery will be from a designated community mailbox.

4. SCHOOLS

(a) Whereas, despite the best efforts of the Niagara Region Catholic District School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside of the neighbourhood, and further, that students may later be transferred to the neighbourhood school. That the Buyer agrees that for the purpose of transportation to school, the residents of the subdivision shall agree that children will meet the bus on roads presently in existence or at another place designated by the Board.

(b) Whereas, despite the best efforts of the Niagara Region Public School Board, sufficient accommodation may not be available for all anticipated students in neighbourhood schools, you are hereby notified that some students may be accommodated in temporary facilities or bussed to schools outside of the area, according to the Board's Transportation Policy. You are advised to contact the School Accommodation Department of the Niagara Region Public District School Board to determine the exact schools.

5. TELECOMMUNICATION/HYDRO UTILITY EQUIPMENT

The Buyer is hereby advised that telecommunication and/or hydro utility equipment may be located adjacent to their property and may be visible from their dwelling.

6. **DRAINAGE OBLIGATIONS**

The Buyer shall comply with all drainage obligations as they relate to the rear-yard drainage swale maintenance and clearing, rear-yard catch basin access, and side yard swales as they relate to any proposed request for side yard hard surface walkways.

7. **FENCING**

The Buyer shall comply with any requirements of registered easements on title for the City of Port Colborne and utility infrastructure and any limitations that would restrict the Buyer from installing any encumbrances, such as, but not limited to fencing, within the easement limits.

8. **EASEMENTS**

Should any of the following land be encumbered with mortgages, etc. the mortgagees must consent to the documents:

Reference Plan 59R-7459, STORM SEWER EASEMENTS:

- 1) Part of Lot 47, Plan 59M-193 being Part 5 of 59R-7459
- 2) Part of Lot 48, Plan 59M-193 being Part 6 of 59R-7459

Reference Plan 59R-7461, STORM SEWER EASEMENTS:

- 1) Part of Lot 7, Plan 59M-195 being Part 1 of 59R-7461
- 2) Part of Lot 8, Plan 59M-195 being Part 2 of 59R-7461
- 3) Part of Lot 34, Plan 59M-195 being Part 3 of 59R-7461
- 4) Part of Lot 39, Plan 59M-195 being Part 4 of 59R-7461
- 5) Part of Lot 40, Plan 59M-195 being Part 5 of 59R-7461

Reference Plan 59R-15883, STORM SEWER EASEMENTS:

- 1) Part of Lot 3, Plan 59M-195 being Part 1 of 59R-15883
- 2) Part of Lot 4, Plan 59M-195 being Part 2 of 59R-15883
- 3) Part of Lot 12, Plan 59M-195 being Part 3 of 59R-15883
- 4) Part of Lot 13, Plan 59M-195 being Part 4 of 59R-15883
- 5) Part of Lot 42, Plan 59M-195 being Part 5 of 59R-15883
- 6) Part of Lot 43, Plan 59M-195 being Part 6 of 59R-15883

Reference Plan 59R-16971, STORM SEWER EASEMENTS:

- 1) Part of Lot 23, Plan 59M-193 being Part 1 of 59R-16971
- 2) Part of Lot 44, Plan 59M-193 being Part 3 of 59R-16971
- 3) Part of Lot 49, Plan 59M-193 being Part 4 of 59R-16971
- 4) Part of Lot 50, Plan 59M-193 being Part 5 of 59R-16971
- 5) Part of Lot 1, Plan 59M-195 being Part 6 of 59R-16971
- 6) Part of Lot 35, Plan 59M-195 being Part 7 of 59R-16971

Reference Plan 59R-17228, STORM SEWER EASEMENTS:

- 1) Part of Lot 15, Plan 59M-195 being Part 1 of 59R-17228
- 2) Part of Lot 16, Plan 59M-195 being Part 2 of 59R-17228

9. **UTILITY EASEMENTS**

The Buyer agrees to grant any necessary easements to private utility companies for the provision of wire-line communication/telecommunication services, natural gas services, electrical distribution and street lighting services, etc.

10. **ADDITIONAL PROVISIONS**

Buyers are advised that fire hydrants, transformers and streetlights be located on or adjacent to any of the lots.

11. **PATHWAY (Lots 34 & 35 on Plan 59M-195)**

Buyers of the above-noted lots adjacent to the Pathway are advised that this open space area will be used for general active and passive public recreation and leisure uses, including but not limited to, walkways. The walkway facilities may be used in the evenings and on weekends.

12. **NEIGHBORHOOD PARK (Lots 1, 2, & 3 on Plan 59M-195)**

Buyers of the above-noted lots adjacent to the Neighborhood Park (Block 120 on Plan 59M-193) are advised that this open space area will be used for general active and passive public recreation and leisure uses, including but not limited to, walkways (lit or unlit), splash pads, visitor parking or multi-use courts. The park facilities may be used in the evenings and on weekends.

13. **REAR YARD CATCH BASINS & REAR YARD CATCH BASINS EASEMENTS (Lots 23, 44, 47, 48, 49, and 50 on Plan 59M-193, and Lots 1, 3, 4, 7, 8, 12, 13, 15, 16, 34, 35, 39, 40, 42 on Plan 59M-195)**

Buyers of the above-noted lots are advised that for the purpose of properly draining the lands, the Seller has been required to install a catch basin and associated leads within an easement in either the rear and/or

side yard of the lot and that it is the responsibility of the lot owner to maintain the said catch basin and leads in an operational state of repair and free of all obstructions. It is hereby acknowledged that the aforesaid catch basin is intended to accept drainage from the lot and from the adjacent lots and the Buyer hereby agrees that the grades on the lot shall not be altered in any manner that will adversely affect the drainage pattern with regard to the lands intended to be served by the said catch basin.

Sample APS
For Review Only

SCHEDULE "E"
HARMONIZED SALES TAX RULES FOR INCLUSION IN THE PURCHASE PRICE WITH
ALL REBATES ASSIGNED/SELLER RESPONSIBLE TO REMIT

I/we acknowledge receipt of this Schedule "E"
Buyer's Initials: _____

Notwithstanding anything to the contrary contained in the Agreement to which this Schedule is annexed the parties hereby expressly acknowledge and agree to the following:

DEFINITIONS:

"Act" or "Excise Tax Act" means the Excise Tax Act, R.S.C. 1985, c. E-15, as amended from time to time and as it read on December 15, 2009;

"CVAT" means the federal component of tax payable under Part IX subsection 165(1) of the Excise Tax Act that applies in Ontario;

"Federal New Housing Rebate" or "Federal Rebate" means the new housing rebate on the CVAT portion of the HST as is authorized by Section 254 of the Act;

"Harmonized Sales Tax" or "HST" or "New Harmonized Value-Added Tax" means the tax imposed under subsection 165(2) of the Excise Tax Act comprised of the CVAT and PVAT in respect of the Province of Ontario defined in the Act as a participating province;

"Provincial Rebate" or "Provincial New Housing Rebate" means any applicable Province of Ontario New Housing Rebate on the PVAT portion of the HST and the Provincial Sales Tax Transitional Housing Rebate or Transitional Rebate;

"Provincial Sales Tax" means the amount of Ontario provincial retail sales tax paid by the Seller in the construction of the Dwelling;

"Provincial Sales Tax Transitional Housing Rebate" or "Transitional Rebate" means any applicable Ontario new housing rebate related to the construction of a residential Dwelling which is completed in whole or in part prior to July 1, 2010 that has Provincial Retail Sales Tax embedded in the Purchase Price;

"PVAT" means the Ontario component of tax payable under Part IX of the Excise Tax Act that is imposed, in addition to the CVAT, in respect of Ontario as a participating province.

1. Any references in the Agreement to the Purchase Price including a component equivalent to the CVAT exigible with respect to this Agreement shall for all purposes be deemed and construed to mean: CVAT less the applicable Federal Rebate, and any references in the Agreement to the Purchase Price including a component equivalent to the PVAT exigible with respect to this Agreement shall for all purposes be deemed and construed to mean: PVAT less any Provincial Rebate, whether or not the Buyer herein qualifies for the said Federal Rebate or Provincial Rebate.
2. Subject to the Buyer's compliance with the provisions within this Schedule, the Seller agrees to be solely responsible for the payment of the HST to the Canada Revenue Agency ("CRA") in connection with the completion of this Agreement, net of any and all Federal Rebate and Provincial Rebate applicable or available with respect thereto.
3. The Buyer and Seller acknowledge and agree that the Purchase Price is inclusive of the HST payable pursuant to Part IX of the Act but upon the basis that the Buyer is eligible for and has assigned all Federal Rebates and Provincial Rebates to the Seller. The consideration to be inserted in the deed/transfer of land being used to transfer title to the Property on Closing shall reflect the exclusion of the HST as adjusted for the Federal Rebate and Provincial Rebate as determined in the sole discretion of the Seller following guidelines as available under the Act. The Seller shall be responsible to remit the HST applicable to this transaction after Closing, as required by the Act. If the Buyer is not eligible for or is unable to assign the Federal Rebates and Provincial Rebates to the Seller, as determined in the sole discretion of the Seller (or its solicitor), then the amount of such Federal Rebate and the Provincial Rebate shall be payable by the Buyer to the Seller on Closing in addition to the Purchase Price otherwise payable by the Buyer.
4. Landlords who purchase new homes for rental purposes may be eligible (subject to compliance with prescribed criteria) to obtain Federal Rebates and Provincial Rebates. A Buyer who intends to rent the Property to a tenant for that tenant's use as a primary place of residence will not be able to assign the applicable Federal Rebates and Provincial Rebates to the Seller and instead must make application for the said rebates to the government directly after the Closing Date. Consequently, for the purposes of this Agreement, the full amount of the Federal Rebates and Provincial Rebates shall be payable by the Buyer to the Seller in accordance with this Agreement even if the Buyer qualifies for such rental rebate of HST.

5. The Buyer shall be credited on the statement of adjustments with the Federal Rebate in respect of the Property and the Provincial Rebate if authorized by the Act or other relevant Federal or provincial legislation. In consideration of such credit, the Buyer hereby irrevocably releases, assigns and transfers to the Seller all of the Buyer's rights, interest and entitlements to the Federal Rebate and Provincial Rebate. The Buyer hereby irrevocably authorizes and directs CRA to pay or credit the Federal Rebate and Provincial Rebate directly to the Seller. Subject to the terms of any amendments to the Act after December 15, 2009 or any other relevant Ontario legislation, the Buyer acknowledges that the value of the Federal Rebate and Provincial Rebate assigned to the Seller shall be shown on the statement of adjustments as a corresponding and offsetting credit to the Seller. The Buyer represents and warrants that it has not claimed, and covenants that it shall not hereafter claim, for his or her own account, any part of the Federal Rebate and/or Provincial Rebate in respect of the Property. Prior to closing, the Buyer shall sign and return to the Seller and/or its solicitors any documentation that is required by the Seller and/or its solicitors related to the release, assignment and transfer of the Federal Rebate and Provincial Rebate described herein.
6. The Buyer represents and warrants to the Seller that with respect to this transaction, the Buyer qualifies for the Federal Rebate and Provincial Rebate and in particular represents and warrants that he or she is a natural person purchasing the Property as principal for his or her own use and account of his or her relation as defined in the Act and the Property is not being purchased as agent, trustee or otherwise on behalf of or for any other party and that he or she shall forthwith following the completion of the within transaction (or in the event the Property constitutes a residential condominium unit, he or she shall forthwith following the escrow Closing of the within transaction), personally occupy the Property or cause one or more of his or her relations (as defined in the Act) to occupy the Property as his or her or their primary place of residence (as defined in the Act) for such period of time as shall then be required in order to entitle the Buyer to the Federal Rebate and Provincial Rebate in respect of his or her purchase of the Property.
7. The Buyer shall indemnify and save the Seller harmless from and against any loss, charge and/or liability which the Seller may suffer, incur or be charged with as a result of the Buyer's failure to qualify for the Federal Rebate and Provincial Rebate or failure to validly assign to the Seller any Federal Rebate and Provincial Rebate or as a result of the Federal Rebate and/or Provincial Rebate or the release and assignment thereof, being in any way disallowed by the applicable governmental authorities administering the Act, (or if the Buyer initially qualifies for same, but subsequently, the Buyer's entitlement hereto is challenged or questioned by the Seller, acting reasonably, because of any attempt by the Buyer to rent out (or advertise for rent) the Dwelling unit to a third party, or because the Seller reasonably believes that the Buyer or a member of the Buyer's immediate family has failed to personally occupy the Property as a primary place of residence forthwith following the completion of the interim occupancy or final Closing of this transaction, whichever is the earlier). If Closing occurs on the basis that the Buyer is entitled to any Federal Rebate and Provincial Rebate referred to herein and it is later determined that the Buyer is not entitled to the same or a portion thereof, the Buyer will immediately pay to the Seller any amount of any such Federal Rebate and Provincial Rebate credited to them or for which additional monies would have been claimed by the Seller on Closing if such non entitlement was known on Closing plus interest at the rate of 12% per annum thereon calculated from Closing until full payment of the same is made. As security for the payment of such amount, the Buyer does hereby charge and pledge his or her interest in the Property with the intention of creating a lien and charge against the Property.
8. If the Seller believes for whatever reason that the Buyer does not qualify for any of the rebates described herein, regardless of any documentation provided by or on behalf of the Buyer (including any statutory declaration sworn by the Buyer) to the contrary, and the Seller's belief or position on this matter is communicated to the Buyer or the Buyer's solicitor on or before Closing, then notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Buyer shall be obliged to pay to the Seller (or to whomever the Seller may in writing direct), by certified cheque delivered on Closing in the same manner as the balance due on Closing, an amount equivalent to the aforementioned rebates, in addition to the outstanding balance of the Purchase Price, and in those circumstances where the Buyer maintains that he or she is eligible for the aforementioned rebates despite the Seller's belief to the contrary, the Buyer shall (after payment of the amount equivalent to the Rebate as aforesaid) be fully entitled to file the necessary rebate forms directly with, and pursue the aforementioned rebates directly from, the Canada Revenue Agency.
9. Any adjustments payable by the Buyer pursuant to this Agreement, or any extras or upgrades purchased, ordered or chosen by the Buyer from the Seller which are not specifically set forth in this Agreement, shall have had the price adjusted to include the HST, Federal Rebate and Provincial Rebate.
10. The Buyer shall take all steps and shall execute all documents, if and when required or desired by the Seller or the Seller's solicitor to:
 - a. qualify for all federal and all provincial new housing rebates including but not limited to the Federal Rebate and the Provincial Rebate;
 - b. evidence and confirm to the Seller and CRA that the Buyer is entitled to all federal and all provincial new housing rebates including but not limited to the Federal Rebate and the Provincial Rebate;

- c. assign or transfer the benefit of all federal and all provincial new housing rebates to the Seller on or before the Closing of this transaction including but not limited to the Federal Rebate and Provincial Rebate.
11. If there is any Transitional Rebate available to the Buyer with respect to the Property the Buyer agrees to assign any such Transitional Rebate to the Seller on Closing. The amount of any potentially available Transitional Rebate which would have been available if the Buyer had qualified for the Transitional Rebate and validly assigned it to the Seller on Closing shall be paid by the Buyer to the Seller on Closing in addition to the Purchase Price otherwise payable by the Buyer pursuant to this Agreement.
 12. If the Buyer is purchasing the Property for residential rental purposes (i.e. an investor Buyer), then for the purposes of this Agreement it is assumed that the Buyer does not qualify for the Federal Rebate and the Provincial Rebate and cannot validly assign the Federal Rebate and Provincial Rebate to the Seller and as such the amount of the Federal Rebate and the Provincial Rebate shall be payable by the Buyer to the Seller on Closing in addition to the Purchase Price otherwise payable by the Buyer; this is the case even if the Buyer does qualify for the Federal Rebate and the Provincial Rebate but no assignment to the Seller on Closing is possible.
 13. The Buyer is responsible for all HST payable with respect to any items that the Buyer purchases from someone other than the Seller and no rebate is available therefore.
 14. If for any reason there is no HST payable on account of this transaction, then the Purchase Price on the face of this Agreement (plus the full amount agreed to be paid on account of extras) will still be paid without credit to the Buyer on account of the fact there is no such tax payable.
 15. All terms and provisions contained in the Agreement, save and except for those which conflict with (or are inconsistent with) the foregoing terms and provisions of this Schedule, shall remain the same, and shall continue to be binding upon each of the parties hereto and their respective heirs, estate trustee, successors and permitted assigns.
 16. The provisions of this Schedule shall survive the completion and Closing of this transaction and shall not merge on such completion and Closing.

SCHEDULE "F"
FLOOR PLAN, ELEVATIONS, & SITE PLAN

I/we acknowledge receipt of this Schedule "F"
(plus additional pages attached at the end of this Agreement)
Buyer's Initials: _____

This Schedule contains the following documents which form part of the Agreement:

1. Floor plan – attached at the end of this Agreement.
2. Elevation plan – attached at the end of this Agreement.
3. Site plan – attached at the end of this Agreement.

The documents referred to above are referred to herein as the "Plans".

The Plans, and any other sketch or other depiction used herein or in any sales materials of the Seller or Seller's agent with respect to the Property, are acknowledged by the Buyer to be merely artistic and general descriptions and depictions of the proposed Property and proposed development project, and are not binding or enforceable against the Seller as to any of the details thereof, including without limitation the dimensions, design or any other data contained or represented thereon.

The Buyer acknowledges and agrees that the Seller may, from time to time in its sole discretion, due to site conditions or constraints, or for marketing considerations, or for any other legitimate reason, including without limitation any request or requirement of any of the governmental authorities or any request or requirement of the Seller's architect or other design consultants, make such reasonable changes and/or modifications to the Plans.

SCHEDULE "G"
STAGE OF CONSTRUCTION

I/we acknowledge receipt of this Schedule "G"
Buyer's Initials: _____

The Buyer acknowledges and agrees that notwithstanding the provisions of this Agreement, including but not limited to the provisions of all Schedules attached hereto, the Dwelling purchased hereunder may be under construction. If the Dwelling is at a stage of construction, the stage of construction is noted below and is initialled by both the Buyer and the Seller for identification purposes, as follows:

STAGE OF CONSTRUCTION:

A. DWELLING IS BETWEEN PRE-EXCAVATION ("IN PRODUCTION") AND DRYWALL

_____ (initials)

The stage of construction of the Dwelling is presently between the pre-excitation ("in production") and drywall stage and therefore, any changes or modifications to the Dwelling will be minimal. Any such changes or modifications made to the Dwelling will be subject to the Seller's prior approval in accordance with Schedule B. The Buyer will be permitted to make certain interior colour and material selections (which may include bonus or promotional dollars) with the Seller's prior approval in accordance with Schedule B.

Any requests for such options and custom changes must be submitted to the Seller for review in accordance with the terms referred to in Schedule B, and if approved by the Seller, a Change Order shall be completed. As a result of the ongoing construction of the Dwelling, it is in the Buyer's best interests to make his or her requests to the Seller as soon as possible. Nothing in this section, however, is intended to limit the provisions of the *Ontario New Home Warranties Plan Act* and the coverages provided thereunder for the Dwelling.

B. DWELLING IS BETWEEN DRYWALL AND COMPLETION

_____ (initials)

The stage of construction of the Dwelling is presently between the drywall and completion stage.

The Buyer acknowledges and agrees that notwithstanding the provisions of the Agreement, including but not limited to the provisions of all Schedules attached hereto, the Buyer will not be permitted to make any interior colour or material selections for the Dwelling, unless otherwise agreed to by the Seller in its sole discretion. The Buyer further acknowledges that he or she will not be entitled to receive any bonus or promotional dollars. Nothing in this section, however, is intended to limit the provisions of the *Ontario New Home Warranties Plan Act* and the coverages provided thereunder for the Dwelling.

C. DWELLING IS COMPLETE

_____ (initials)

The Dwelling is complete and is being sold to the Seller "as-is".

The Buyer acknowledges and agrees that notwithstanding the provisions of the Agreement, including but not limited to the provisions of all Schedules attached hereto, the Dwelling purchased hereunder is fully completed and the Buyer will not be permitted to make any interior colour or material selections for the Dwelling. The Buyer further acknowledges that he or she will not be entitled to receive any bonus or promotional dollars. The Buyer acknowledges and agrees that he or she has viewed the Dwelling as constructed and accepts the colours and materials as installed. Nothing in this section, however, is intended to limit the provisions of the *Ontario New Home Warranties Plan Act* and the coverages provided thereunder for the Dwelling.

D. DWELLING IS A "MODEL HOME"

_____ (initials)

The Dwelling is a model home and will be continued to be used as a model home until _____.

The Buyer acknowledges and agrees that notwithstanding any provision contained in the Agreement, the Dwelling being purchased has been used as a model home for a period of time and thus cannot be restored to absolutely new home conditions and the Buyer further acknowledges that he or she will not be permitted to make any interior

colour or material selections for the Dwelling. The Buyer further acknowledges that he or she will not be entitled to receive any bonus or promotional dollars. Unless otherwise agreed to by the Seller, the Seller will refurbish the interior features of the Dwelling as deemed necessary by the Seller in its sole discretion, in a good and workmanlike manner, and the Buyer acknowledges that the Seller will not undertake to repair or replace those items which are not in new home condition as a result of the Dwelling's exposure to traffic during its period as a model home. On Closing, the Seller covenants that it will execute and deliver to the Buyer the Tarion Warranty Corporation "Certificate of Completion and Possession" regarding the structural soundness of the Dwelling. The Buyer acknowledges that the effective date for the Certificate of Completion and Possession shall be the Closing Date.

Sample APS
For Review Only

SCHEDULE "H"
INCLUDED FEATURES & FINISHES (OPTIONS & UPGRADES) SELECTED BY THE SELLER
(IF APPLICABLE)

I/we acknowledge receipt of this Schedule "H"
Buyer's Initials: _____

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Sample APS
For Review Only

**Freehold Form
(Tentative Closing Date)**

Property Meadow Heights - Lot

Statement of Critical Dates
Delayed Closing Warranty

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

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

VENDOR Dunsire Homes Inc.
Full Name(s)

PURCHASER _____
Full Name(s)

1. Critical Dates

The **First Tentative Closing Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is: the ___ day of _____, 20__.

A **Second Tentative Closing Date** can subsequently be set by the Vendor by giving proper written notice at least 90 days before the First Tentative Closing Date. The Second Tentative Closing Date can be up to 120 days after the First Tentative Closing Date, and so could be as late as: the ___ day of _____, 20__.

The Vendor must set a **Firm Closing Date** by giving proper written notice at least 90 days before the Second Tentative Closing Date. The Firm Closing Date can be up to 120 days after the Second Tentative Closing Date, and so could be as late as: the ___ day of _____, 20__.

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

The Vendor can set a Delayed Closing Date that is up to 365 days after the earlier of the Second Tentative Closing Date and the Firm Closing Date: This **Outside Closing Date** could be as late as: the ___ day of _____, 20__.

2. Notice Period for a Delay of Closing

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

Notice of a delay beyond the First Tentative Closing Date must be given no later than: the ___ day of _____, 20__.

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

Notice of a second delay in Closing must be given no later than: the ___ day of _____, 20__.

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

3. Purchaser's Termination Period

If the purchase of the home is not completed by the Outside Closing Date, then the Purchaser can terminate the transaction during a period of **30 days** thereafter (the "**Purchaser's Termination Period**"), which period, unless extended by mutual agreement, will end on: the ___ day of _____, 20__.

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

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

Acknowledged this ___ day of _____, 20__.

VENDOR: _____
Dunsire Homes Inc.

PURCHASER: _____

Freehold Form (Tentative Closing Date)

SETTING AND CHANGING CRITICAL DATES

1. Setting Tentative Closing Dates and the Firm Closing Date

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

2. Changing the Firm Closing Date – Three Ways

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

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

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

4. Changing Critical Dates – By Mutual Agreement

- (a) This Addendum sets out a framework for setting, extending and/or accelerating Critical dates, which cannot be altered contractually except as set out in this section 4. Any amendment not in accordance with this section is voidable at the option of the Purchaser.
- (b) The Vendor and Purchaser may at any time, after signing the Purchase Agreement, mutually agree in writing to accelerate or extend any of the Critical Dates. Any amendment which accelerates or extends any of the Critical Dates must include the following provisions:
 - (i) the Purchaser and Vendor agree that the amendment is entirely voluntary – the Purchaser has no obligation to sign the amendment and each understands that this purchase transaction will still be valid if the Purchaser does not sign this amendment;
 - (ii) the amendment includes a revised Statement of Critical Dates which replaces the previous Statement of Critical Dates;
 - (iii) the Purchaser acknowledges that the amendment may affect delayed closing compensation payable; and

**Freehold Form
(Tentative Closing Date)**

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

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

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

5. Extending Dates – Due to Unavoidable Delay

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

EARLY TERMINATION CONDITIONS

6. Early Termination Conditions

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

**Freehold Form
(Tentative Closing Date)**

Condition #1 (if applicable)

Description of the Early Termination Condition:

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

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

Condition #2 (if applicable)

Description of the Early Termination Condition:

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

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

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

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

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

Freehold Form (Tentative Closing Date)

MAKING A COMPENSATION CLAIM

7. Delayed Closing Compensation

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

8. Adjustments to Purchase Price

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

MISCELLANEOUS

9. Ontario Building Code – Conditions of Closing

- (a) On or before Closing, the Vendor shall deliver to the Purchaser:
 - (i) an Occupancy Permit (as defined in paragraph (d)) for the home; or
 - (ii) if an Occupancy Permit is not required under the Building Code, a signed written confirmation by the Vendor that all conditions of occupancy under the Building Code have been fulfilled and occupancy is permitted under the Building Code.
- (b) Notwithstanding the requirements of paragraph (a), to the extent that the Purchaser and the Vendor agree that the Purchaser shall be responsible for one or more prerequisites to obtaining permission for occupancy under the Building Code, (the "Purchaser Occupancy Obligations"):

Freehold Form (Tentative Closing Date)

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

10. Termination of the Purchase Agreement

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

11. Refund of Monies Paid on Termination

- (a) If the Purchase Agreement is terminated (other than as a result of breach of contract by the Purchaser), then unless there is agreement to the contrary under paragraph 10(a), the Vendor shall refund all monies paid by the Purchaser including deposit(s) and monies for upgrades and extras, within 10 days of such termination, with interest from the date each amount was paid to the Vendor to the date of refund to the Purchaser. The Purchaser cannot be compelled by the Vendor to execute a release of the Vendor as a prerequisite to obtaining the refund of monies payable as a result of termination of the Purchase Agreement under this paragraph, although the Purchaser may be required to sign a written acknowledgement confirming the amount of monies refunded and termination of the purchase transaction. Nothing in this Addendum prevents the Vendor and Purchaser from entering into such other termination agreement and/or release as may be agreed to by the parties.
- (b) The rate of interest payable on the Purchaser's monies is 2% less than the minimum rate at which the Bank of Canada makes short-term advances to members of Canada Payments Association, as of the date of termination of the Purchase Agreement.
- (c) Notwithstanding paragraphs (a) and (b) above, if either party initiates legal proceedings to contest termination of the Purchase Agreement or the refund of monies paid by the Purchaser, and obtains a legal determination, such amounts and interest shall be payable as determined in those proceedings.

12. Definitions

"Business Day" means any day other than: Saturday; Sunday; New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any special holiday proclaimed by the Governor General or the Lieutenant Governor; and where New Year's Day, Canada Day or Remembrance Day falls on a Saturday or Sunday, the following Monday is not a Business Day, and where Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday are not Business Days; and where Christmas Day falls on a Friday, the following Monday is not a Business Day.

"Closing" means the completion of the sale of the home including transfer of title to the home to the Purchaser, and **"Close"** has a corresponding meaning.

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

Freehold Form (Tentative Closing Date)

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Addendum Prevails

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

14. Time Periods, and How Notice Must Be Sent

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

**Freehold Form
(Tentative Closing Date)**

15. Disputes Regarding Termination

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

For more information please visit www.tarion.com

**Freehold Form
(Tentative Closing Date)**

SCHEDULE A

Types of Permitted Early Termination Conditions

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

(a) upon receipt of Approval from an Approving Authority for:

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

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

(b) upon:

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

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

(c) the following requirements apply with respect to the conditions set out in subparagraph 1(b)(i) or 1(b)(ii):

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

2. The following definitions apply in this Schedule:

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

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

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

3. Each condition must:

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

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

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

**Freehold Form
(Tentative Closing Date)**

SCHEDULE B

Adjustments to Purchase Price or Balance Due on Closing

PART I Stipulated Amounts/Adjustments

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

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

1. \$2,500 FOR REFUNDABLE GRADING DEPOSIT AS PER SCH. B SEC. 9 C.
2. \$500 ADMINISTRATION FEE FOR NSF CHEQUES AS PER SCH. B SEC. 9 J.
3. \$65 FEE FOR LAW SOCIETY OF UPPER CANADA AS PER SCH. B SEC. 9 K.
4. \$350 PLUS HST FOR REAL PROPERTY SURVEY AS PER SCH. B SEC. 9 M.
5. \$250 PLUS HST FOR DISCHARGE FEE AS PER SCH. B SEC. 9 S.

Sample APS
For Review Only

**Freehold Form
(Tentative Closing Date)**

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

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

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

1. Any rents, mortgage interest, realty taxes including local improvements, water, fuel, hydro, gas and any other municipal service or utility apportioned and allowed to the Closing Date as per Sch. B Sec. 9 a.
2. Apportioned Property Taxes as per Sch. B Sec. 9 b.
3. All additional or increased charges and levies as per Sch. B Sec. 9 d.
4. Any charges related to connection, energization, or installation of meters as per Sch. B Sec. 9 e.
5. Any extras and upgrades ordered by the Buyer (and not yet paid) as per Sch. B. Sec. 9 f.
6. The cost of the enrollment to the Ontario New Home Warranties Plan Act / Tarion Warranty Corporation as per Sch. B Sec. 9 g.
7. All legal fees and disbursements charged by the Lender's solicitor as per Sch. B Sec. 9 h.
8. Any HST payable because the Buyer has not qualified for and assigned any and all potentially available rebates as per Sch. B Sec. 9 i.
9. Interest incurred on the balance of the Purchase Price as per Sch. B Sec. 9 l.
10. Any charge or cost incurred for supplying recycling containers to Buyer as per Sch. B Sec. 9 n.
11. A fee to be determined by the Seller acting reasonably per street tree required by the Municipality whether or not a tree is planted within the public right-of-way in front of the Property as per Sch. B Sec 9 o.
12. A fee to be determined by the Seller acting reasonably for a paved driveway Sch. B. Sec. 9 p.
13. All inspection and compliance certificate fees as per Sch. B Sec. 9 q.
14. Amounts chargeable and billable to the Buyer for water, hydro, gas, cable T.V. and any other services as per Sch. B Sec. 9 r.
15. Any other adjustments as per Sch. B Sec. 9 t.

Warranty Information for New Freehold Homes

This information sheet provides a basic overview of the warranties and protections that come with your new home. This warranty is provided to you by your builder and backed by Tarion. For more detailed information visit tarion.com and log into our online learning hub at www.tarion.com/learninghub

The Pre-Delivery Inspection (PDI)

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

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

Deposit Protection

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

Delayed Closing Coverage

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

Warranty Coverage

The warranty on work and materials commences on your date of possession and provides up to a maximum of \$300,000 in coverage. There are limitations on scope and duration as follows. Your builder warrants that your home will, on delivery, have these warranties:

One-Year Warranty

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

Two-Year Warranty

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

Seven-Year Warranty

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

Warranty Exclusions

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

Construction Performance Guidelines

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

Important Next Steps

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

About Tarion

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

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



AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE
CAPPING

Between: DUNSIRE HOMES INC. (the "Seller")
and _____

_____ (the "Buyer")

Agreement of Purchase and Sale dated: _____ (the "Agreement")

Legal Description: _____

Lot: _____ Model: _____ Elevation: _____

It is hereby understood and agreed between the Seller and the Buyer that the following change(s) shall be made to the Agreement, and except for such change(s) noted below, all other terms and conditions of the Agreement shall remain unchanged, unmodified and in full force and effect, and time shall continue to be of the essence. Any capitalized word or term not otherwise defined herein shall have the meaning given thereto in the Agreement.

INSERT:

The total amount of Development Charges and Education Development Charges payable under paragraph 9 (d) of Schedule "B" of the Agreement will not exceed \$0.

Dated at _____ on this DATE _____

SIGNED, SEALED AND DELIVERED

In the Presence of:

Witness

Buyer:

Witness

Buyer:

Accepted at _____ on this DATE _____

DUNSIRE HOMES INC.

Per: _____

Authorized Signing Officer

I have the authority to bind the Corporation.

AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE**RIGHT TO ASSIGN**

Between: DUNSIRE HOMES INC. (the "Seller")
and _____

(the "Buyer")

Agreement of Purchase and Sale dated: _____ (the "Agreement")

Legal Description: _____

Lot: _____ **Model:** _____ **Elevation:** _____

It is hereby understood and agreed between the Seller and the Buyer that the following change(s) shall be made to the Agreement, and except for such change(s) noted below, all other terms and conditions of the Agreement shall remain unchanged, unmodified and in full force and effect, and time shall continue to be of the essence. Any capitalized word or term not otherwise defined herein shall have the meaning given thereto in the Agreement.

This amendment to agreement of purchase and sale shall be governed by the laws of the Province of Ontario.

DELETE: From Section 39 of Schedule "B", the following:

This Agreement is personal to the Buyer and is non-transferable other than with the prior written consent of the Seller, which consent may be unreasonably withheld.

The Buyer further covenants and agrees that it will in no way, directly or indirectly, assign, convey, offer for sale, sell or transfer its rights under this Agreement prior to the Closing Date to any other person without the consent of the Seller in writing, which consent may be arbitrarily withheld in the Seller's sole discretion. The parties to any assignment consented to by the Seller shall enter into the Seller's standard form of assignment and assumption agreement, without alteration or amendment thereto whatsoever. Buyer agrees that in consideration of Seller granting consent to any assignment, Seller shall be paid a fee in an amount determined by the Seller in its sole discretion.

INSERT: At the end of Section 39 of Schedule "B", the following:

The Buyer shall be permitted the one time only right to assign the Agreement (the "Assignment"), with the Seller's prior written consent, provided that the Buyer has remitted in advance the Seller's fee for processing and for allowing such assignment in the amount of Five Thousand (\$5,000.00) Dollars plus applicable HST, together with the Seller's solicitor's legal fees of One Thousand, Five Hundred Dollars (\$1,500.00) plus HST and disbursements and remitting payment in full for same in advance by certified cheque or as otherwise directed by the Seller's solicitor.

The Buyer acknowledges and agrees that the Seller's written consent shall be subject to such conditions as the Seller, in the Seller's sole discretion will determine, including, without limitation:

- i. this right of assignment may only be exercised once by the original Seller, and such original Buyer shall at all times remain liable under the Agreement and shall not be released from the Buyer's covenants, obligations and agreements irrespective of any assignment of the Agreement;
- ii. any Seller's consent to Assignment is not, and shall not be construed as a consent by Seller to, or as permitting, any other or further assignment;
- iii. all deposits required to be paid pursuant to the Agreement as of the date of the Assignment have been paid in full;
- iv. the Buyer shall only be entitled to exercise the right of assignment provided that the Buyer is not, and has never been, in default under the Agreement;
- v. no assignment is permitted less than ninety (90) days prior to the Closing Date; and
- vi. the Buyer, as assignor and the assignee shall enter into the Seller's standard form of assignment and assumption agreement, without alteration or amendment thereto whatsoever.

This amendment to the Agreement is personal to the Buyer and is not transferable or assignable and shall automatically terminate without notice or any further process, if the Agreement (or any interest therein) or title to the real property is transferred or assigned by the Buyer (even though the Seller may have consented to such transfer or assignment) or by any mortgagee, trustee or other person or entity claiming any rights to the real property through the undersigned, either directly or indirectly. Furthermore, the provisions of this amendment to the Agreement shall automatically terminate without notice or any further process if the Buyer does not close the transaction contemplated by the Agreement or otherwise commits a default pursuant to the Agreement.

Dated at _____ on this DATE _____

SIGNED, SEALED AND DELIVERED

In the Presence of:

Witness

Buyer:

Witness

Buyer:

Accepted at _____ on this DATE _____

DUNSIRE HOMES INC.

Per: _____

Authorized Signing Officer

I have the authority to bind the Corporation.

Sample APS
For Review Only



AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE
DÉCOR DOLLARS

Between: DUNSIRE HOMES INC. (the "Seller")
and _____ (the "Buyer")

Agreement of Purchase and Sale dated: _____ (the "Agreement")

Legal Description: _____

Lot: _____ Model: _____ Elevation: _____

It is hereby understood and agreed between the Seller and the Buyer that the following change(s) shall be made to the Agreement, and except for such change(s) noted below, all other terms and conditions of the Agreement shall remain unchanged, unmodified and in full force and effect, and time shall continue to be of the essence. Any capitalized word or term not otherwise defined herein shall have the meaning given thereto in the Agreement.

INSERT:

Buyer shall have Five thousand (\$5,000) Décor Dollars to use towards upgrades available at the Seller's décor studio from the Seller's designated selections and samples. Décor Dollars are inclusive of HST and cannot be redeemed for cash and has no cash value. Décor Dollars must be used by the required selection deadlines provided at the time of décor appointments.

Some restrictions apply, such as, but not limited to, upgrades in the following categories: mechanical, appliances, electrical equipment, etc. Please see décor specialist for further details.

Dated at _____ on this DATE _____

SIGNED, SEALED AND DELIVERED

In the Presence of:

Witness _____

Buyer: _____

Witness _____

Buyer: _____

Accepted at _____ on this DATE _____

DUNSIRE HOMES INC.

Per: _____

Authorized Signing Officer

I have the authority to bind the Corporation.