



AGREEMENT OF PURCHASE AND SALE

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

Purchaser: Sample APS DOB:

Vendor: Zadorra Estates Corp. c.o.b. Greenpark

Real Estate Broker: HomeLife/Metropark Realty Inc. Site Staff:

Lot No: Plan No:

Street:
in the City of Oshawa

Model Type:

Model Description:

Purchase Price:

Deposit: \$.
Further Deposit Due: \$.
Further Deposit Due: \$.
Further Deposit Due: \$.
Balance Due on Closing
(subject to adjustment) :

The following Schedules are appended hereto and form part hereof:

"WARRANTY INFORMATION FOR NEW FREEHOLD HOMES" "STATEMENT OF CRITICAL DATES AND ADDENDUM PAGES 1-11" "AGENCY DISCLOSURE" "ASF-NC"
"GP" "HWT" "KEY PLAN" "N-C" "SMART" "X" "PE"

# 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](http://tarion.com) and log into our online learning hub at [www.tarion.com/learninghub](http://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](http://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.

Continued...

## 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](http://cpg.tarion.com).

## Important Next Steps

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.

Prepare for your pre-delivery inspection (PDI). Visit Tarion's website for helpful resources, including a PDI Checklist and educational videos. 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](mailto:customerservice@tarion.com).

**Find more warranty information at [Tarion.com](http://Tarion.com)**

Freehold Form  
(Tentative Closing Date)

Property

Lot: Phase:

Municipal Address: (If Applicable)

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 Zadorra Estates Corp.

PURCHASER Sample APS

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:

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 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:

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:

2. Notice Period for a Closing Delay

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

Notice of a delay beyond the First Tentative Closing Date must be given no later than: (i.e., at least 90 days before the First Tentative Closing Date), or else the First Tentative Closing Date automatically becomes the Firm Closing Date.

Notice of a second delay in Closing must be given no later than: (i.e., at least 90 days before the Second Tentative Closing Date), or else the Second Tentative Closing Date becomes the Firm Closing Date.

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:

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 \_\_\_\_\_, 2023.

Vendor Signature

Purchaser: Sample APS

# Freehold Form (Tentative Closing Date)

## Addendum to Agreement of Purchase and Sale Delayed Closing Warranty

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

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

The Vendor shall complete all blanks set out below.

<b>VENDOR</b>	<p><b>Zadorra Estates Corp.</b> Full Name(s)</p> <p><b>61502</b> HCRA License Number</p> <p><b>(416) 661-5329</b> Phone</p> <p><b>(905) 669-0444</b> Fax</p> <p><b>8700 DUFFERIN STREET</b> Address</p> <p><b>CONCORD</b>                      <b>ONTARIO</b> City                                      Province</p> <p><b>L4K 4S6</b> Postal</p> <p><b>communications@greenparkhomes.com</b> Email*</p>
<b>PURCHASER</b>	<p><b>Sample APS</b> Full Name(s)</p> <p><b>8700 DUFFERIN STREET</b> Address</p> <p>Phone</p> <p>Phone</p> <p><b>VAUGHAN</b>                      <b>ONTARIO</b> City                                      Province</p> <p><b>L4K 4S6</b> Postal</p> <p>Email</p>
<b>PROPERTY DESCRIPTION</b>	<p>Municipal Address</p> <p><b>Oshawa</b> City</p> <p><b>Ontario</b> Province</p> <p>Postal Code</p> <p><b>Lot: Plan: Region:</b> Short Legal Description</p> <p>Number of Homes in the Freehold Project _____ (if applicable - see Schedule A)</p>
<b>INFORMATION REGARDING THE PROPERTY</b>	
<p>The Vendor confirms that:</p> <p>(a) The Property is within a plan of subdivision or a proposed plan of subdivision. <span style="float: right;"><input checked="" type="radio"/> Yes    <input type="radio"/> No</span></p> <p style="padding-left: 20px;">If yes, the plan of subdivision is registered. <span style="float: right;"><input type="radio"/> Yes    <input checked="" type="radio"/> No</span></p> <p style="padding-left: 20px;">If the plan of subdivision is not registered, approval of the draft plan of subdivision has been given. <span style="float: right;"><input checked="" type="radio"/> Yes    <input type="radio"/> No</span></p> <p>(b) The Vendor has received confirmation from the relevant government authorities that there is sufficient:</p> <p style="padding-left: 40px;">(i) water capacity, and (ii) sewage capacity to service the Property. <span style="float: right;"><input checked="" type="radio"/> Yes    <input type="radio"/> No</span></p> <p style="padding-left: 40px;">If yes, the nature of the confirmation is as follows: <b>Daft Plan Approved</b></p> <p style="padding-left: 40px;">If the availability of water and sewage capacity is uncertain, the issues to be resolved are as follows: <b>No</b> <span style="float: right;"><input type="radio"/> Yes    <input checked="" type="radio"/> No</span></p> <p>(c) A building permit has been issued with respect to the Property. <span style="float: right;"><input type="radio"/> Yes    <input checked="" type="radio"/> No</span></p> <p>(d) Commencement of Construction: <input type="radio"/> has occurred; or <input checked="" type="radio"/> is expected to occur by</p> <p>The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.</p> <p><b>*Note: Since important notices will be sent to this address, it is essential that you ensure that a reliable email address is provided and that your computer settings permit receipt of notices from the other party.</b></p>	

**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.

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(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](http://www.tarion.com)

SAMPLE  
AGREEMENT

**Freehold Form  
(Tentative Closing Date)**

**SCHEDULE A**

**Types of Permitted Early Termination Conditions**

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

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

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

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

(b) upon:

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

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

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

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

**2. The following definitions apply in this Schedule:**

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

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

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

**3. Each condition must:**

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

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

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

**SCHEDULE B**

Adjustments to Purchase Price or Balance Due on Closing

**PART I Stipulated Amounts/Adjustments - These are additional charges, fees or other anticipated adjustments to the final Purchase Price or balance due on Closing, the dollar value of which is stipulated in the Purchase Agreement and set out below.**

FEE	AMOUNT OR DESCRIPTION (HST PAYABLE IN ADDITION TO ALL FEES SET OUT BELOW)	SCHEDULE REFERENCE, IF APPLICABLE	REFERENCE NUMBER, IF APPLICABLE
WATER METER FEE	not to exceed \$450	SCHEDULE "X"	PARAGRAPH 52
HYDRO CONNECTION FEE	not to exceed \$1000	Schedule "GP"	
DRIVEWAY PAVING FEE	not to exceed \$1000	Schedule "GP"	
ELECTRONIC REGISTRATION SYSTEM FEE	fee of \$500	SCHEDULE "X"	PARAGRAPH 47 (b) (i)
TRANSACTION LEVY IMPOSED BY LAW SOCIETY OF ONTARIO (LSO)	NOT TO EXCEED \$100 PER LEVY	SCHEDULE "X"	PARAGRAPH 55
REGISTRATION OF TRANSFER DEED	NOT TO EXCEED \$100 PER DEED	SCHEDULE "X"	PARAGRAPH 68

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

TARION AND HCRA ENROLLMENT AND REGULATORY FEES	as per Tarion and HCRA guidelines	SCHEDULE "X"	PARAGRAPH 51
SECURITY DEPOSIT	equal to the lesser of point six percent (6%) of the Purchase Price or Six thousand dollars (\$6,000.00)	SCHEDULE "X"	PARAGRAPH 53
MISSED DÉCOR CENTRE APPOINTMENT FEE	\$300 PER OCCURRENCE	SCHEDULE "X"	PARAGRAPH 2
NSF/DISHONoured CHEQUE FEE, or WIRE TRANSFER/DIRECT DEPOSIT FEE	\$250 PER OCCURRENCE	SCHEDULE "X"	PARAGRAPH 65
MUNICIPALLY REQUIRED AIR CONDITIONER NOT INCLUDED IN PURCHASE PRICE AT OFFER	BY STATUTORY DECLARATION	SCHEDULE "X"	PARAGRAPH 49
UTILITIES, INCLUDING FUEL, WATER RATES AND HYDRO	to be apportioned and allowed to the Closing Date.	SCHEDULE "X"	PARAGRAPH 50
LAND REALTY TAXES ACTUAL OR ESTIMATED	to be apportioned and allowed to the Closing Date.	SCHEDULE "X"	PARAGRAPH 50
HOT WATER TANK, HEATER AND PROGRAMMABLE THERMOSTAT, IF NOT RENTAL	BY STATUTORY DECLARATION	SCHEDULE "X"	PARAGRAPH 52
LEGAL FEES FOR VENDOR TAKE BACK MORTGAGE(S), IF ANY, AS DETERMINED BY VENDOR IN ITS SOLE DISCRETION	\$750 PER MORTGAGE PLUS LSUC FEES	SCHEDULE "X"	PARAGRAPH 55
WALK OUT BASEMENT	\$20,000 PER SEMI-DETACHED DWELLING OR TOWNHOUSE UNIT, \$30,000 PER SINGLE DETACHED DWELLING UNIT	SCHEDULE "X"	PARAGRAPH 7
UNAUTHORIZED WORK REMEDIATION AND FEES FOR CLOSING DELAYS CAUSED BY PURCHASER		SCHEDULE "X"	PARAGRAPHS 2,10, 11
INCREASE IN OR NEW DEVELOPMENT LEVIES	AS SWORN BY STATUTORY DECLARATION	SCHEDULE "X"	PARAGRAPH 16
HST REBATE AND HST ON ALL ADJUSTMENTS	PURSUANT TO HST LEGISLATION	SCHEDULE "X"	PARAGRAPHS 79-88, INCLUSIVE
LEGAL AND ADMINISTRATION FEES ARISING FROM DEFAULT, EXTENSIONS, RE-INSTATEMENT, ASSIGNMENT OR ANY OTHER ALTERATIONS TO AGREEMENT REQUESTED BY THE PURCHASER	BY OCCURRENCE, AT THE VENDOR'S SOLE DISCRETION		
AMENDMENTS TO THE PURCHASE PRICE FOR UPGRADES, EXTRAS SELECTED BY THE PURCHASER	PRICED BY SELECTION		
ADJUSTMENT TO THE PURCHASE PRICE FOR ADMINISTRATION CHARGES FOR ANY MODIFICATIONS, EXTRAS, DELETIONS REQUESTED BY THE PURCHASER TO THE SPECIFICATION OF THE DWELLING UNIT.	BY OCCURRENCE, AT THE VENDOR'S SOLE DISCRETION		PARAGRAPH 2, OR AS THE PARTIES MAY AGREE
RETAIL SALES TAX	BY AMOUNT, OR VENDOR'S REASONABLE ESTIMATE	SCHEDULE "X"	PARAGRAPH 62
LEGAL FEES AND ADMINISTRATION FEE TO REMOVE ANY UNAUTHORIZED DOCUMENT FROM TITLE	BY OCCURRENCE, AT THE VENDOR'S SOLE DISCRETION	SCHEDULE "X"	PARAGRAPH 27
PRE-ESTIMATE OF DAMAGE FOR PURCHASER POSTING DWELLING FOR SALE/LEASE WITHOUT VENDOR'S CONSENT	\$3,000 PER OCCURANCE	SCHEDULE "X"	PARAGRAPH 24
FEE TO REGISTER AND REMOVE A VENDORS LIEN/CHARGE	PER OCCURANCE, AT THE VENDOR'S SOLE DISCRETION	SCHEDULE "X"	PARAGRAPH 59
ADDITIONAL COPIES OF THE AGREEMENT	PER OCCURANCE, AT THE VENDOR'S SOLE DISCRETION	SCHEDULE "X"	PARAGRAPH 78
REOPENING OF COLOUR CHART	PER OCCURANCE, \$750.00	SCHEDULE "X"	PARAGRAPH 2
VENDOR AND SOLICITORS FEES FOR CHANGE OF DOCUMENTS	BY OCCURANCE, AT THE VENDOR'S SOLE DISCRETION	SCHEDULE "X"	PARAGRAPH 26
DAMAGES, COSTS, INTEREST, MANAGEMENT FEES, INSURANCE FEES ON DEFAULT	BY OCCURANCE, AT THE VENDOR'S SOLE DISCRETION	SCHEDULE "X"	PARAGRAPHS 56 AND 63
REGISTERED MAIL FEE	\$25.00 PER NOTICE WHEN NO EMAIL AVAILABLE	SCHEDULE "X"	PARAGRAPH 74
FAILURE TO COMPLY WITH WIRE TRANSFER REQUIREMENTS	\$350 PER OCCURANCE, AT THE VENDOR'S SOLE DISCRETION	SCHEDULE "X"	PARAGRAPH 96
INCREASE IN COSTS DUE TO OBC AND GOVERNMENT REQUIREMENTS	BY OCCURANCE, BY STATUTORY DECLARATION	SCHEDULE "X"	PARAGRAPH 54

# Agency Disclosure

## HOMELIFE METROPARK REALTY INC.

### PURCHASER'S AGENCY DISCLOSURE ACKNOWLEDGEMENT

The Purchaser(s) herein acknowledge HOMELIFE METROPARK REALTY INC. has an agency relationship with the Vendor: Zadorra Estates Corp. and will be compensated through the Vendor. This compensation is usually called commission and usually takes the form of a fee of payment from the Vendor of the real property upon successful completion of the real estate transaction.

An agency relationship is created where one person, known as the principal asks another person, known as the agent, to act for and on behalf of the principal. The principal will define the nature and extent of the agency relationship, in other words, what the agent is being asked to do. In real estate transactions, agency relationships are created when vendors or purchasers ask Realtors to act on their behalf in real estate transactions.

An agent who represents a principal (vendor) owes that principal (vendor) the highest duty of "utmost faith", the agent must represent the principals (vendors) best interests at all times. The agent owes his principal (vendor) a duty of confidentiality regarding information about the principal (vendor). However, the purchaser can expect the Realtor to disclose all pertinent information about the property, not to misrepresent any facts, and to honestly answer all questions about the property. This has been a usual form of relationship for many years in the real estate industry.

I hereby warrant that I am not a party to a buyer agency agreement with any other registered real estate broker for the purchase or lease of a real property, save and except if I disclosed the name of a referring or co-operating agent at the time of entering into the Agreement of Purchase and Sale. As Purchaser, I do confirm and acknowledge being advised that, and consent to the fact that HOMELIFE METROPARK REALTY INC. acts as agent only for the Vendor and it will be compensated only by the Vendor.

DATED at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_ 2022

**SCHEDULE "ASF-NC"**

**PURCHASERS' ACKNOWLEDGEMENT OF SELECTION AND FINISHES**

**The Purchaser acknowledges being advised of and reading the provision below:**

**CHANGES TO PLANS:** Changes to plans will not be permitted. Verbal representations of the Sales Agent do not form part of this Agreement.

**COLOUR CHART SELECTIONS:** The Vendor gives Purchasers the ability to select colours and finishes for their home. The Purchasers acknowledge being informed that those selections must be made in a timely fashion in order for the Vendor to accommodate those requests. The Purchasers understand that they **MUST** attend at the Décor Centre when requested and that it may be necessary for them to re-attend on one or more occasions. If the Purchasers delay in making their selections, there is the possibility that the items selected may not be able to be installed if the processing of the permit application or the stage of construction of the home has progressed to a point where such installation is no longer feasible.

**It is the obligation of the Purchaser to contact the Décor Centre to make any inquiries concerning the above matters.**

SAMPLE  
AGREEMENT

DATED at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_ 2022

\_\_\_\_\_  
Purchaser – Sample APS



**SCHEDULE 'GP' STANDARD FEATURES – Zadorra Estates Corp. – Single Models** SUBJECT TO THE PROVISIONS CONTAINED IN SCHEDULE 'X' TO THIS AGREEMENT REGARDING COLOUR SELECTIONS AND CONSTRUCTION SPECIFICATIONS, THE FOLLOWING ARE STANDARD FEATURES FOR THE DWELLING TYPE BEING PURCHASED

**EXTERIOR**

- 1 All exterior colours and materials are architecturally controlled and pre-selected by the Vendor.
- 2 Exterior features may include clay brick, stone, quoining, soldier coursing, arches, keystones and other complementary details and materials as per the construction plans.
- 3 Pre-finished Aluminium soffit, fascia, eavestrough and downspouts where applicable.
- 4 Pre-finished Aluminium exterior railing as per model type and if required due to grade condition.
- 5 Windows to be vinyl casement double-glazed low-E on front, rear and side elevations as per plan. Vinyl sliders in lower level. All operable windows to be screened.
- 6 Insulated front entry doors, as per elevation.
- 7 Rear sliding doors with screen on main level or single door from breakfast or as per plan.
- 8 Cold storage room in lower level, as per plan.
- 9 Insulated door from house to garage with safety door closer, as per model type, if grade permits.
- 10 Sectional roll-up garage door(s)
- 11 Two (2) exterior hose bibs (one in garage and one at rear).
- 12 Exterior lighting where applicable.
- 13 Poured concrete lower level. Lower level is unfinished except as may be shown on construction plans.
- 14 Paved driveway. Vendor will provide base coat, as well as a second coat on driveway apron, the cost of which is included in the Purchase Price. The Purchaser shall pay \$750.00 (plus HST) as an adjustment on closing which is non-refundable for the second coat of asphalt on the lot portion of the driveway. The Vendor will not be responsible for repairing any tire marks after the second coat. Purchaser acknowledges and agrees that the second coat may not be completed for up to, but no later than, thirty (30) months after Closing Date.
- 15 Fully sodded lot, except for any driveways, walkways, patios and decks, as per plan.
- 16 Concrete precast slab walkways at front and at rear patio as determined by the Vendor having a regard to site conditions, as per plan.
- 17 Certain lots including corner lots may have special exterior treatments not depicted on any brochures and/or sales office, in accordance with architectural control provisions and Purchaser accepts same.

**CONSTRUCTION**

- 1 Main level 9' ceiling height and upper level ceiling height to be 9', except where construction plans indicate otherwise.
- 2 Lower level poured 7'8".
- 3 Garage walls to be drywalled, taped and primed.
- 4 Garage floor and driveway sloped for drainage.
- 5 2" x 6" exterior wood wall construction
- 6 Tongue and groove subflooring glued to TGI.
- 7 Based on site conditions, storm sewers may be drained via sump pump as per municipal requirements.

**HEATING AND INSULATION**

- 1 High efficiency gas furnace.
- 2 Thermostat centrally located.
- 3 Exterior walls above grade to have R22 insulation
- 4 Attic to have both R31 and R60 in specific areas in accordance to Ontario Building Code

**INTERIOR TRIM**

- 1 All drywall applied with screws using a minimum number of nails.
- 2 Interior baseboard to be 5 1/4"
- 3 Interior casing to be 2-3/4 "
- 4 All main level archways to be trimmed save and except curved archways.
- 5 Exterior satin nickel finish grip set with deadbolt on main entry door.
- 6 All interior doors in finished areas to have satin nickel finish levers.

**STAIRS AND RAILING**

- 1 Natural oak stairs as per plan. If you must access the staircase to the lower level through a doorway such stairs and handrails to be unfinished spruce painted in a colour selected by the Vendor.
- 2 Natural oak interior handrail with natural oak pickets throughout (excluding stairs to lower level), as per Vendor's standard samples.
- 3 Stair landings to have laminate.

**FLOORING**

- 1 8 mm coloured laminate flooring throughout except tiled areas.
- 2 12" x 12" ceramic tiles in foyer kitchen and all washrooms as per Vendor's standard samples.

**KITCHEN**

- 1 Choice of cabinets from Vendor's standard colour samples.
- 2 Extended 41" cabinet uppers.
- 3 Laminate countertop in kitchen as per Vendor's standard samples.
- 4 Dishwasher space provided with rough-in wiring and drains, as per plan (no cabinet supplied).
- 5 Double bowl stainless steel sink with single lever faucet, as per Vendor's standard samples.
- 6 Hood fan vented to exterior.
- 7 Shut-off valve to kitchen sink.

**BATHS**

- 1 Purchaser's choice of cabinets and laminate countertops from Vendor's standard samples.
- 2 Single lever polished faucets with pop-up drains in all bathroom and powder room sinks.

- 3 8" x 16" ceramic wall tile for all tub and shower enclosures (not including ceiling) as per Vendor's standard samples.
- 4 All plumbing fixtures to be white.
- 5 Acrylic shower base in master ensuite shower stall where applicable.
- 6 Free standing tub in master ensuite, as per Vendor's standard samples.
- 7 Flat plate mirrors in all bathroom(s) and powder room.
- 8 Privacy locks on all bathroom and powder room doors.
- 9 Pressure balance valve to all shower stalls and tub/showers, as per plan.
- 10 Shut-off valves for all bathroom and powder room sinks.
- 11 Exhaust fans vented to exterior in all bathroom(s) and powder room.
- 12 Water resistant board on separate shower stall walls.

**LAUNDRY**

- 1 Heavy duty electrical outlet and exterior vent for dryer. Electrical outlet for washer.
- 2 Laundry area with tub and connections for water and drain for washing machine, as per plan.
- 3 Upper level laundry room to have 12" x 12" ceramic tile as per plans.

**PAINTING**

- 1 Walls to be painted one colour from Vendors' standard paint colours.
- 2 Stipple ceiling throughout save and except the kitchen and bathrooms which will have smooth ceilings.

**ELECTRICAL**

- 1 200 Amp service labelled with circuit breaker panel to utility authority standards.
- 2 Decora switches and plugs, white.
- 3 Weatherproof GFI exterior electrical outlet located at the front and at the rear.
- 4 One electrical outlet and one ceiling electrical outlet in garage for future garage door opener.
- 5 Light fixtures where applicable, as per plan.
- 6 Switch controlled receptacle in living room.
- 7 Electrical outlet(s) in all bathroom(s) and powder room include ground fault interrupter.
- 8 Water resistant light fixtures in all shower stalls.
- 9 Electrical outlet(s) for future small appliances beside all vanities, as per plan.
- 10 Electric door chime at front door.
- 11 Smoke Detector(s) installed in all bedrooms and one on every level in main hall as per Ontario Building Code.
- 12 Carbon monoxide detector on all levels where a finished bedroom is located.
- 13 Electrical copper wiring.
- 14 Heavy duty receptacle for stove and dedicated electrical for fridge.
- 15 Electrical outlet(s) at counter level for small appliances.
- 16 Pre-wire for cable T.V. outlet in living room or family room and all bedrooms.
- 17 Pre-wire telephone outlet in kitchen and all bedrooms.
- 18 Rough-in for future central vacuum system
- 19 Rough-in for future central air conditioning.
- 20 Purchaser to pay as an adjustment on closing a fee in the amount of \$450 (plus HST) for hydro meter installation and connection.

**ADDITIONAL FEATURES**

- 1 Duct Cleaning to be completed by Vendor prior to closing (heat runs only).
- 2 Rough-in 3 piece washroom in basement.
- 3 Home Automation Package – (See Schedule Smart)

**\*\* NOTE:** Purchaser acknowledges being advised that hardwood flooring may shrink and expand as a result of changes in temperature and humidity in the house and accepts this as a natural characteristic of the flooring, and is advised to keep humidity level constant to reduce this tendency.

In an effort to continuously improve its product, the Vendor reserves the right to alter floor plans, exteriors, specifications and prices without notice. All renderings, floor plans and maps in brochures and sales displays are artists' conceptions and are not necessarily to scale and the dimensions are approximate and may vary due to continuous improvements by the Vendor.

The Purchaser acknowledges that the water heating system (which may be a tank or tankless system) will be installed on a lease or lease to own basis by a supplier designated by the Vendor, and the Purchaser shall assume such contract on the Closing Date without the need for further documentation unless requested by the supplier.

The ceiling height is measured from the top of the unfinished subfloor to the underside of the unfinished ceiling above before finishes and excluding bulkheads and drop ceilings as per plan.

All finishes herein are selected by the Vendor from its standard samples. In the event of multiple standard samples for any item herein, The Vendor's determination of same is final.

**WARRANTY:** All homes covered by TARION WARRANTY CORPORATION for 7-year major structural and 2-year and one (1) year limited warranties.

Initials
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Initials
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SCHEDULE "HWT"

The Purchaser hereby acknowledges and agrees that the water heating system (which may be a tank or tankless system and related equipment) may be rented. The Purchaser shall comply with the provisions of Schedule X and Schedule GP of the Agreement of Purchase and Sale in regards to the rental of the water heating system.

Below is a brief summary of Terms and Conditions of the Equipment Rental Agreement

Rental Equipment Provider: HCSI Home Comfort

Initial Rental Rate: \$59.99 per month

HST will be charged on all the amounts noted above.

It is agreed and understood that should the Purchaser want to exercise the option to purchase the hot water tank prior to Closing, the request must be made in writing to the Vendor's solicitor no later than 45 days prior to Closing.

The above noted terms and conditions are subject to change, without notice, prior to Closing and are provided for information purposes only. The Vendor may at its sole and unfettered discretion change the Rental Equipment Provider and/or decide not to provide the water heating system on a rental basis in accordance with the provisions of Schedule X of the Agreement of Purchase and Sale and the Purchaser shall accept such modifications. The Vendor may at its sole and unfettered discretion change the type and size of the equipment which may result changes to the rental rate and the Purchaser accepts all such changes. The Equipment Rental Agreement is available to the Purchaser which shall have further terms and conditions not outlined herein.

Whether rented or not the water heating system may have cosmetic imperfections, including but not limited to scratches and/or dents, which do not affect the performance or longevity of the equipment and the Purchaser hereby agrees to accept the equipment with such cosmetic imperfections.

Purchaser Initials	Purchaser Initials

ZADORRA ESTATES CORP.

SCHEDULE "KEY PLAN"



Initials

Initials

**SCHEDULE "N-C"**

(Freehold)

Purchaser: \_\_\_\_\_ Lot: \_\_\_\_\_ Plan: \_\_\_\_\_  
Vendor: \_\_\_\_\_

The following paragraph is added to and shall form part of Schedule X of the Agreement of Purchase and Sale:

97. The Purchaser acknowledges the provisions set forth in the Prohibition on the Purchase of Residential Property by Non-Canadians Act (the "N-C Act"), effective as of January 1, 2023. The Purchaser covenants, warrants and represents to the Vendor that the Purchaser is not a non-Canadian as defined by the N-C Act. In the event the Purchaser is determined, on or before Closing, to be a non-Canadian as defined by the N-C Act, same shall constitute a Fundamental Breach of Contract under this Agreement and the Vendor shall be entitled to exercise any rights that it may have pursuant to this Agreement or at law as a result of same, including the right to terminate this Agreement. In addition, the Purchaser shall indemnify and save harmless the Vendor and/or related or associated corporations to the Vendor, their directors, officers, employees and agents, and the legal personal representatives, successors or assigns of each, from and against all loss, liability, claims, demands, damages, costs and expenses which may be made or brought against any of them, or which they may sustain by reason of the Purchaser being determined to be a non-Canadian in accordance with the N-C Act. Upon execution of this Agreement, the Purchaser shall provide written evidence and confirmation, satisfactory to the Vendor, that the Purchaser is not a non-Canadian in accordance with the N-C Act. In addition, on Closing, the Purchaser shall also provide such written evidence and confirmation, satisfactory to the Vendor's solicitors, that the Purchaser is not a non-Canadian in accordance with the N-C Act, including written confirmation addressed to the Vendor and the Vendor's solicitors, from the Purchaser's solicitors, confirming that the Purchaser is not a non-Canadian in accordance with the N-C Act.

In accordance with the N-C Act, a **Non-Canadian** is defined, as at January 1, 2023, as follows:

- A) individual that is neither a Canadian citizen, nor a person registered as an Indian under the Indian Act, nor a permanent resident;
- B) a corporation incorporated otherwise than under the laws of Canada or a Province
- C) a corporation incorporated under the laws of Canada or a Province whose shares are not listed on a stock exchange in Canada for which a designation under section 262 of the Income Tax Act is in effect and that is controlled by a person referred to in paragraph (A) or (B); and
- D) a prescribed person or entity (as defined by current regulation under the N-C Act).

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

The Purchaser(s) have provided the following identification and/or documentation to evidence that they are not non-Canadians pursuant to the N-C Act: (Copies of documentation to be kept on file)

For Individuals:

- 1. Canadian Passport No. \_\_\_\_\_
- 2. Canadian Birth Certificate No. \_\_\_\_\_
- 3. Canadian Permanent Residency Card: No. \_\_\_\_\_
- 4. Indian Status Card: No. \_\_\_\_\_

For Corporations/Trusts/Partnerships:

- 1. Articles of incorporation or equivalent for partnerships/trusts; and
- 2. Form 1 or equivalent for partnerships/trusts; and
- 3. Director, Officer and Shareholder registers or equivalent for partnership/trusts etc; and
- 4. Identification for each individual who is a director, officer or shareholder as noted above

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P Initial    V Initial

Purchaser:  
Lot:

**Schedule "SMART"**  
**ZADORRA ESTATES CORP.**

**Smart Home System includes:**

1. One (1) smart front door video intercom;
2. One (1) 7-inch touch screen supplied and installed in a location as determined by the Vendor;
3. One (1) smart lock on door from garage to house;
4. One (1) smart light switch for the front outside porch light;
5. One (1) smart home thermostat to be installed in a location as determined by the Vendor;
6. One (1) smart flood sensor to be installed in a location as determined by the Vendor which is designed to detect water in the location of the sensor only;

Certain devices for The Smart Home System require a fully functioning WiFi network and internet connection and others work on the Zwave wireless network. Provision of WiFi, internet access and functionality shall be the sole responsibility of the Purchaser and the Vendor assumes no responsibility or obligation with respect to the functionality or performance of a homeowner's internet or WiFi network. The Vendor does not guarantee that networks, equipment, or services will meet all homeowner needs.

The Purchaser will be required to download the Homewave Smart Connect App (the "App") in order to configure and set up the Smart Home System devices. The Purchaser is responsible to ensure that they have the appropriate technology to download the App and any charges and fees for download and/or data usage shall be at the Purchaser's sole cost and expense. Access to the App shall be provided free of charge for 1 year from the Closing Date and thereafter the Purchaser may enter into an agreement with Homewave Smart Connect to continue the services for a monthly fee (currently \$10.00/month plus HST). Fees subject to change without notice.










Purchasers are responsible for configuring all security features. The Vendor does not warrant or represent that any network or Smart Home System devices are secure or can prevent all privacy intrusions, malware, or cyber-attacks, even when correctly configured. The products and services for the Smart Home System are provided by third parties, and not the Vendor. The Vendor does not guarantee any equipment or services provided by third parties. If the Purchaser contracts with the third-party provider to upgrade or purchase further devices, the Vendor has no responsibility for same, including but not limited to, the installation, service, safety or functionality of said products.

Energy claims are not based upon specific testing of an individual home but are general assumptions. Savings will vary due to many variables, including but not limited to, actual utility rates and fees, actual construction, floor plan, occupancy, appliance usage, thermostat settings, weather conditions, number of individuals occupying the home and orientation of the home.

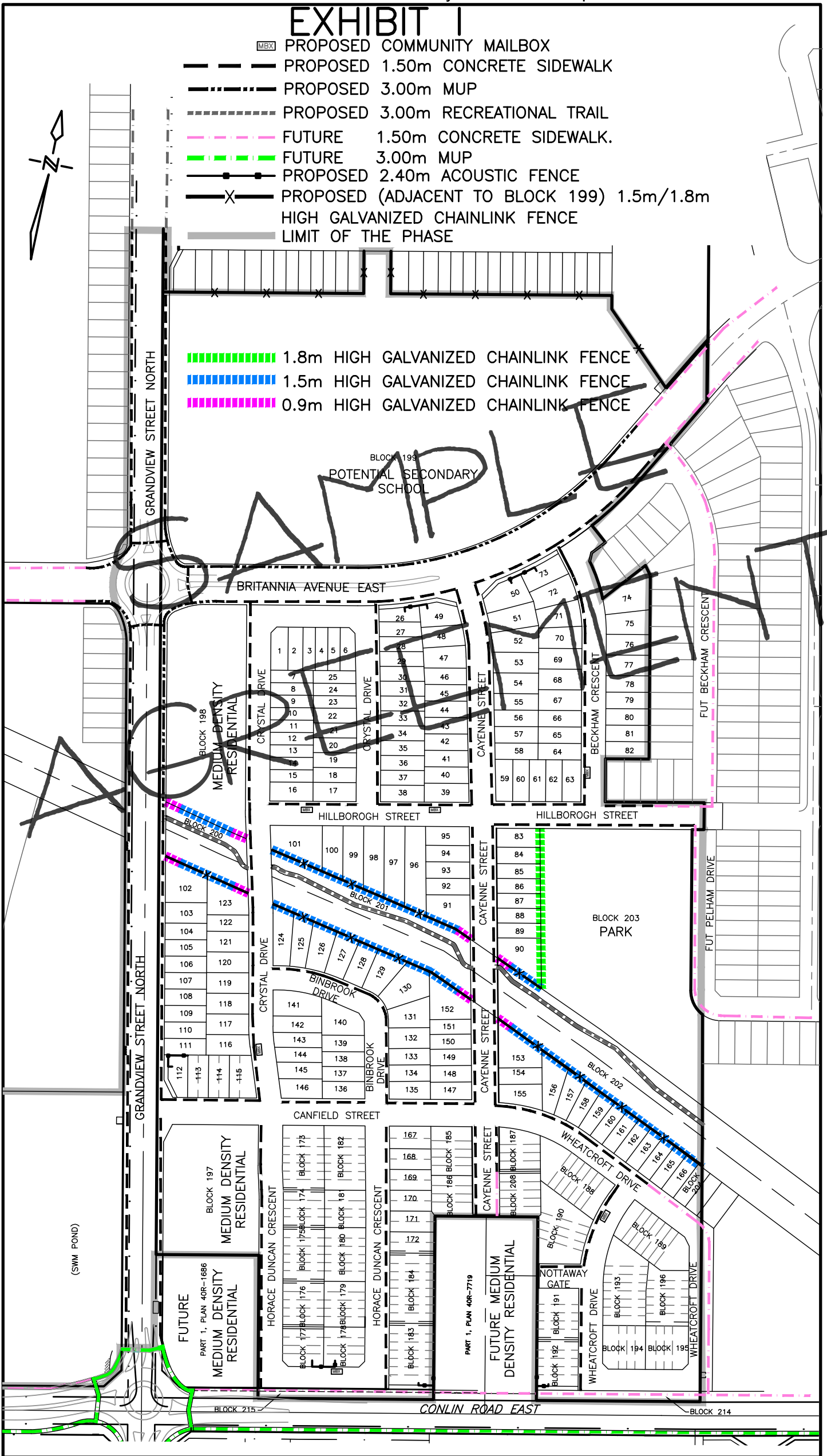
The Vendor is providing only those Smart Home System's devices and components listed in this Schedule. Please see the balance of your Agreement of Purchase and Sale for additional information, disclosures, and disclaimers relating to your home and its features. The specific features in a home may vary from home to home and from one community to another. The Vendor reserves the right to substitute equipment, material, appliances and brand names with items of equal or higher value, in its sole and unfettered discretion. The Vendor reserves the right, in its sole and absolute discretion, to omit installation of the Smart Home System, in part or in whole, and the Purchaser shall have no claim for abatement or reduction the Purchase Price or to any delay in closing. Installation of the Smart Home System may result in the elimination of other features listed in Schedule GP or other information material, such as but not limited to set back thermostat, rough-in for alarm or other features deemed redundant as a result of the installation of the Smart Home System.

Purchaser Initials	Purchaser Initials
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# EXHIBIT I

-  PROPOSED COMMUNITY MAILBOX
-  PROPOSED 1.50m CONCRETE SIDEWALK
-  PROPOSED 3.00m MUP
-  PROPOSED 3.00m RECREATIONAL TRAIL
-  FUTURE 1.50m CONCRETE SIDEWALK
-  FUTURE 3.00m MUP
-  PROPOSED 2.40m ACOUSTIC FENCE
-  PROPOSED (ADJACENT TO BLOCK 199) 1.5m/1.8m HIGH GALVANIZED CHAINLINK FENCE
-  LIMIT OF THE PHASE

-  1.8m HIGH GALVANIZED CHAINLINK FENCE
-  1.5m HIGH GALVANIZED CHAINLINK FENCE
-  0.9m HIGH GALVANIZED CHAINLINK FENCE



**ZADORRA ESTATES CORP.**  
**SCHEDULE "C-1"**  
**WARNING CLAUSES AND NOTICE PROVISIONS**  
City of Oshawa – Draft Plan S-002014-05

By executing this document, the Purchaser(s) hereby acknowledge(s) receipt of the following warning clauses and/or undertakes (where applicable) to the following provisions:

**Agreements of Purchase and Sale**

- a) The Subdivider agrees that it shall, in every agreement of purchase and sale for the Land, and on closing of any transaction for the Land to a Homeowner, obtain an acknowledgement (which will expressly survive the closing of the transaction) that it may be necessary for the Subdivider to re-enter the Land to grade or regrade the Land as required under this Agreement and that it is the responsibility of the Subdivider under this Agreement (and in default of the Homeowner) to engage engineers, surveyors, contractors, lawyers or other persons to determine whether the lot grading has been carried out as required or to rectify the grading. Further, the Homeowner must acknowledge that lot grading is a matter of contract between the Subdivider and the Homeowner, and that the Homeowner will not alter the grading on the lot without first obtaining the Subdivider's approval.
- b) The Subdivider, or anyone claiming title through them to and including the first purchase by a Homeowner, on the closing of any transaction for the sale of the Land, shall include as part of every agreement of purchase and sale, and at closing (in a form which will survive the closing), an undertaking that all responsibilities of the Subdivider under this Agreement which in any way affect the property which a Homeowner may eventually purchase, shall be fulfilled including the provision of municipal services and the grading of the lot. Further, the Subdivider agrees to include, as part of every agreement of purchase and sale, a document detailing the location of: walkways; street trees; public parks; easements for public and utility services; sidewalks; Canada Post facilities; the zoning within the Plan; and the location, type and height of fencing. The Subdivider further covenants to include in every agreement of purchase and sale a clause indicating that all conditions of any agency which are included in Schedules "B" and "D" which relate to any relevant Land will be fulfilled by the Subdivider and all successors in title to the Subdivider other than the first Homeowner. The Subdivider agrees to register on title to every lot and block owned by the Subdivider in a manner which will ensure that the covenant runs with the land, a restrictive covenant that the owner will not alter the drainage on the Land in any way as to adversely affect the drainage pattern established by the lot grading as finally completed. The sidewalks, street trees, fencing and Canada Post facilities proposed in the Plan are indicated on Exhibit "I" and/or the plans identified in Appendix "II" and/or Appendix "III" to this Agreement. The Subdivider acknowledges, and Homeowners are advised, that the locations of sidewalks, street trees, fencing and Canada Post facilities are subject to change by the City or by Canada Post Corporation in consultation with the City at any time without notice and that the locations shown in Exhibit "I" and/or the plans identified in Appendix "II" and/or Appendix "III" are shown as planned sites, for information purposes, as at the date this Subdivision Agreement was executed. The Subdivider acknowledges that the inclusion of Exhibit "I" is for information purposes only and in no way relieves the Subdivider of its obligation to provide the information required to be provided to the Homeowner in accordance with this section.

**Noise**

The Subdivider agrees to implement the recommendations of the Noise Study. All owners, and Homeowners subsequent to the Subdivider are advised that it is their responsibility to maintain all features or facilities installed in implementation of the Noise Study. All owners and Homeowners subsequent to the Subdivider must pursue the Subdivider for implementation of the Noise Study, or their predecessors in title for maintenance of Noise Study requirements. The City shall not assume any enforcement role in this regard.

**General Notice re Noise**

- a) With respect to Lots 26, 49, 50, 73, 112, the southernmost units in each of Blocks 177 and 178, the two southernmost units in each of Blocks 183 and 192, and the easternmost unit in Block 195, in the Plan, Homeowners and subsequent owners are hereby advised that:
- i. despite the inclusion of noise abatement features within the development area, noise levels from future road traffic may be of concern, occasionally interfering with some activities of the dwelling occupants as the noise level may exceed the Ministry of the Environment, Conservation and Parks' noise criteria;
  - ii. a fence of not less than 2.2 metres high was required to be installed adjacent to the northerly lot line of Lots 26, 49, 50 and 73, and adjacent to the westerly lot line on Lot 112 adjacent the northerly lot line of Lot 112 and adjacent the easterly lot line of 2nd southernmost unit in Block 183 and the easternmost unit in Block 195 in order to attenuate road noise. A fence of not less than 2.4 metres high was required to be installed adjacent the southerly lot line of Blocks 177, 178, adjacent the easterly lot line of the southernmost unit in Block 183, adjacent the westerly lot line of the southernmost 2 units in Block 192, and adjacent to the southerly lot line of Blocks 183 and 192 on the City property (being Blocks 212 and 213 in the Plan) in order to attenuate road noise. A fence or fence/gate combination between the fence on the City land and the wall of the house on Lots 26, 49, 50, 73, 112 and southernmost unit in each of Blocks 183 and 192 was also required to be installed to attenuate road noise. Any fence or gate on these lots and blocks which ties the house to the City fence or which is located adjacent the side or rear lot lines of Lots 112 and Blocks 177, 178, 183, 192, and 195 is private and is not controlled or maintained by the City. The Homeowner and subsequent owners are responsible for the maintenance of this private fence and are advised that this fence must not be tampered with in order to maintain the integrity of the noise mitigation. All subsequent owners must obtain the City's prior approval for removal or alteration of that fence.

- b) With respect to Lots 102 to 112, all inclusive, the southernmost units in Blocks 177, 178, 183 and 192, and all units in Blocks 194 and 195, in the Plan, Homeowners and subsequent owners are hereby advised that:
- i. despite the inclusion of noise abatement features within the development area, noise levels from future road traffic may be of concern, occasionally interfering with some activities of the dwelling occupants as the noise level may exceed the Ministry of the Environment, Conservation and Parks' noise criteria;
  - ii. this dwelling unit was fitted with central air conditioning to allow the windows and exterior doors to remain closed, thereby reducing indoor noise levels. (Note: Care should be taken to ensure that the condenser unit is located in an area that is not sensitive to noise.) The sound rating of the central air conditioning unit must not exceed the sound emission standards established by the Ministry of the Environment, Conservation and Parks.
- c) With respect to Lots 1 to 16, 26 to 27, 48 to 51, 72 to 74, 113 to 115, 166, 171 and 172 all inclusive, and Blocks 175, 176, 184, 190, 191, 196, 204 to 206, all inclusive, all units in Blocks 177, 178, 183, and 192 except for the southernmost unit in each Block, the southernmost unit in Blocks 187, 193 and 208, and the easternmost unit in Block 189 in the Plan, Homeowners and subsequent owners are hereby advised that
- i. despite the inclusion of noise abatement features within the development area, noise levels from future road traffic may be of concern, occasionally interfering with some activities of the dwelling occupants as the noise level may exceed the Ministry of the Environment, Conservation and Parks' noise criteria;
  - ii. this dwelling unit was fitted with ducting sized to accommodate a central air conditioning unit. The installation of central air conditioning by the Homeowner will allow the windows and exterior doors to be kept closed, thereby reducing indoor noise levels. (Note: Care should be taken to ensure that the condenser unit is located in an area that is not sensitive to noise.) The sound rating of the central air conditioning unit must not exceed the sound emission standards established by the Ministry of the Environment, Conservation and Parks.
- d) With respect to Lots 1 to 6, 26, 49, 50 and 73, all inclusive, Homeowners and subsequent owners are hereby advised that despite the inclusion of noise control features within the development area, this dwelling unit is in proximity to a future secondary school and noise from this facility may at times be audible.
- e) With respect to Lots 1 to 16, 26 to 27, 48 to 51, 72 to 74, 102 to 115, 166, 171, 172, all inclusive, Blocks 175 to 178, 183 to 184, 187, 189 to 196, 204 to 206, and 208, all inclusive, Homeowners and subsequent owners are hereby advised that dwellings on these lots are required to be verified by the Subdivider as having been designed and constructed in accordance with the Noise Study.
- f) Homeowners and subsequent owners are advised that the City will not take steps to monitor or enforce the requirements of the Noise Study as these relate to the construction of the dwelling unit. The City considers the enforcement of those parts of the Noise Study which relate to the dwelling unit to be a matter between the Homeowner (or subsequent owner) and the Subdivider.

#### General Notice re Fence and Wall Locations

- a) With respect to Lots 83 to 91, 96 to 102, 123 to 130, 152, 153, 156 to 166, inclusive, and Block 204 in the Plan, Homeowners and subsequent owners are advised that the chain link fence adjacent to the east lot line of Lots 83 to 90, all inclusive, adjacent to the south lot line of Lots 90, 91 and 96 to 101, all inclusive, and adjacent to the north lot line of Lots 102, 123 to 130, 152, 153, 156 to 166 and Block 204, all inclusive, is located on City lands (Blocks 200, 201, 202 and 203).
- b) With respect to Lots 49, 50 and 112 in the Plan, Homeowners and subsequent owners are advised that the decorative fence and masonry columns adjacent to the northerly lot lines of Lots 49 and 50 and adjacent to the westerly lot line of Lot 112 is located on City lands (Blocks 209, 210 and 211).

#### General Notice re Soils

- a) With respect to all Land, all interested parties are notified that the Ministry of the Environment, Conservation and Parks has acknowledged a Record of Site Condition regarding the Provincial Guidelines for residential use. Soils and soil conditions are not warranted or enforced by the City.

#### General Notice re Architectural Control for Single Detached Dwellings

With respect all lots and blocks in the Plan, Homeowners and subsequent owners are advised that prior to the issuance of a building permit for a new home, the building siting and exterior architectural design of the home must be approved in accordance with the provisions of this Agreement.

#### General Notice re Trails

With respect to Lots 90, 91, 96 to 102, 123, 124 to 130, 152, 153 and 156 to 166 and Block 204 in the Plan, all owners are advised that the City will establish a recreational trail in the Open Space adjacent to the lots and blocks. This is part of the Oshawa trails program, with the intent to establish a trail network throughout the City.

#### General Notice re Retaining Walls

With respect to all lots in the Plan, Homeowners and subsequent owners are advised that retaining walls could be constructed along the boundaries of these lots in order to meet grading criteria and conform with the grading design of the approved lot grading plan



on file with the City. Where a retaining wall exceeds 1.0 metres in height, a certificate from a Professional Engineer is required to be provided prior to the land being conveyed for occupancy and prior to the issuance of Final Acceptance of Services by the City. The Homeowner and subsequent owners shall maintain the retaining wall, including its structural stability.

**General Notice re Rear Yard Catchbasins**

With respect to Lot 172, Blocks 173 to 177, 183, 184, 187, 191, 192, 196, and 208, inclusive, in the Plan, Homeowners and subsequent owners are advised of the presence of rear yard catchbasins and associated underground piping and easements in favour of the City. Homeowners and subsequent owners shall not alter or block or permit the altering or blocking of the catchbasins in any way as to impede the drainage of stormwater.

**General Notice re Access**

With respect to Lots 102 to 111 inclusive in the Plan, Homeowners and subsequent owners are advised that Grandview Street North is a Type 'C' arterial road and that it is intended to extend northerly with subsequent development approvals. Homeowners and subsequent owners are advised that it may become necessary to implement site specific traffic control and/or on-street parking regulations along Grandview Street North and surrounding streets in the future.

**General Notice re: Extension of Cayenne Street**

With respect to all lots and blocks in the Plan, Homeowners, and subsequent owners are advised that Cayenne Street, a local road, is intended to be extended southerly in the future to connect to Conlin Road East.

**Notice to Parents**

Students from this development may have to attend existing schools. Although a school site has been reserved within this plan of subdivision, a school may not be constructed for some time, if at all, and then only if the Durham District School Board receives funding for the construction of this required school.

**ATTACHMENTS**

1. Schedule "B"
2. Schedule "D"
3. Exhibit IIA (Official Plan)
4. Exhibit IIB (Kedron Part II Plan)
5. Exhibit III (Zoning)
6. Development Charges

Purchaser acknowledges receipt of pages 1-23 inclusive, of Schedule "C-1"

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser

SAMPLE AGREEMENT

**SCHEDULE "B"**

SUBDIVISION AGREEMENT made as of

B E T W E E N :

OSHAWA (CONLIN) DEVELOPMENTS (BT) INC.

the "Subdivider"

- and -

THE CORPORATION OF THE CITY OF OSHAWA

the "City"

In cases where a master plan, of which the Plan forms part was approved the conditions herein refer to such master or draft plan.

CONDITIONS OF APPROVAL OF COMMISSIONER

File: S-O-2014-05

**A. Region of Durham and City of Oshawa**

1. The Owner shall prepare the final plan and shall include a land use table on the basis of the approved draft plan of subdivision prepared by GHD, identified as drawing number 13223-2821524 DP3, dated September 2015 and revised September 2018, which illustrates the following land uses: 336 lots for single detached dwellings, 46 lots for 92 semi-detached dwellings, 38 blocks for 200 street townhouses, 2 medium density blocks for up to 112 units, a partial mixed-use block for up to 127 units and 1,860 square metres (20,000 sq. ft.) of commercial floor space, a secondary school block, a neighbourhood park, parkette blocks, a woodlot block, open space blocks, future development blocks, road widening blocks and new arterial, collector and local roads.
2. The Owner shall name road allowances included in this draft plan to the satisfaction of the Region of Durham and the City of Oshawa.
3. The Owner shall submit plans showing the proposed phasing to the Region of Durham and the City of Oshawa for review and approval if this subdivision is to be developed by more than one registration.
4. The Owner shall submit Environmental Site Assessment documents to address potential site contamination for the subject site in accordance with the Region of Durham's Site Contamination Protocol.
5. The Owner shall agree in the City of Oshawa Subdivision Agreement to implement the Acoustical Consultant's recommendations from a noise report, which specifies noise attenuation measures for the development. These measures shall be included in the Subdivision Agreement and must also contain a full and complete reference to the noise report (i.e. author, title, date and any revisions/addenda) and shall include warning clauses identified in the study.
6. The Owner shall carry out an archaeological assessment of the subject property and mitigate and/or salvage excavation of any significant heritage resources to the satisfaction of the Ministry of Tourism, Culture, and Sport. No grading or other soil disturbance shall take place on the subject property prior to a letter of clearance from the Ministry of Tourism, Culture and Sport.
7. The Owner shall grant to the Region of Durham any easements required to provide Regional Services for this development and these easements shall be in locations and of such widths as determined by the Region.

8. The Owner shall provide for the extension of such sanitary sewer and water supply facilities which are external to, as well as within, the limits of this plan that are required to service this plan. In addition, the Owner shall provide for the extension of sanitary sewer and water supply facilities within the limits of the plan which are required to service other developments external to this subdivision. Such sanitary sewer and water supply facilities are to be designed and constructed according to the standards and requirements of the Region of Durham. All arrangements, financial and otherwise, for said extensions are to be made to the satisfaction of the Region of Durham and are to be completed prior to final approval of this plan.
9. Prior to entering into a Subdivision Agreement, the Region of Durham shall be satisfied that adequate water pollution control plant and water supply plant capacities are available to the proposed subdivision.
10. The Owner shall satisfy all requirements, financial and otherwise, of the Region of Durham. This shall include, among other matters, the execution of a Subdivision Agreement between the Owner and the Region concerning the provision and installation of sanitary sewers, water supply, roads and other Regional services.
11. The Owner shall agree in the City of Oshawa Subdivision Agreement to provide engineering plans to the satisfaction of the Region of Durham which shows the location of all transit-related infrastructure/facilities (including how it coordinates with proposed landscaping, driveway entrances and other facilities) within the subdivision.

**B. Central Lake Ontario Conservation Authority and City of Oshawa**

12. That prior to any on-site grading or construction or final approval of the plan, the Owner shall submit to and obtain approval from the Central Lake Ontario Conservation Authority and City of Oshawa for reports/plans describing the following:
  - (a) The intended means of conveying storm water flow from the site, including the use of stormwater techniques which are appropriate and in accordance with provincial guidelines and the Kedron Master Environmental Servicing Plan, as amended;
  - (b) A comprehensive Stormwater Management Report (SWMR), which clearly articulates the drainage assumptions and directs the site specific stormwater management control requirements for each stormwater management facility receiving flows from the draft plan, including the required third pipe outlet structures and their locations;
  - (c) Details on the use of Low Impact Development (LIDs) stormwater management measures, as identified in the Stormwater Management Report (SWMR). The details shall include further analysis of water table levels and the recommended LID measures. Estimates and a map of how much each LID will add to infiltration compared to predevelopment given the varied groundwater levels must be provided. The consideration of LIDs shall include measures supporting the treatment train approach to stormwater management, measures to maintain pre and post- development water balance and measures to ensure there are no hydrologic impacts on wetlands;
  - (d) The means whereby erosion and sedimentation and their effects will be minimized on the site during and after construction, in accordance with provincial and conservation authority guidelines. The report and plans must outline all actions to be taken to prevent an increase in the concentration of solids in any water body as a result of on-site, or related works, to comply with the Federal Fisheries Act;
  - (e) The appropriate location of any stormwater management and foundation drainage collection system outlets; and, any required mitigation measures to ensure that the foundation drainage collection system will not intercept the seasonal high water table or cause stream erosion;
  - (f) A comprehensive landscape/buffer plantings plan for the perimeter of Wood Lot Block 434, which provide for a robust and dense re-naturalization of native, self-sustaining vegetation to establish a vegetation protection zone around the

protected woodlot as it interfaces with the adjacent Park, Parkette and residential lots;

(g) An updated Water Budget analysis.

13. That, all recommendations contained within the 'Environmental Impact Study' completed by SAVANTA., dated August 2016, updates and/or Addendum documents be incorporated into the design of the development including the submission of a comprehensive restoration plan for the Woodlot present in Wood Lot Block 434.
14. That this plan be subject to red-line revision to the satisfaction of the Central Lake Ontario Conservation Authority and the City of Oshawa in order to address the resolution of detailed design grading and stormwater management issues, as they may be identified during the course of the continued review of the application.
15. That the Owner confirm through a surveyed plan that all proposed lots and blocks for residential uses are outside of the governing natural heritage setbacks that has been provided at a level acceptable to the Central Lake Ontario Conservation Authority and the City of Oshawa.
16. That environmental restoration planting plans be prepared for Wood Lot Block 434 and Open Space Block 438 and submitted to the satisfaction of the Central Lake Ontario Conservation Authority and the City of Oshawa. The restoration plans for Open Space Block 438 shall provide for the dense re-naturalization of the valleylands with native, self-sustaining vegetation.
17. That the Owner submit an environmental monitoring plan for the purpose of ensuring restoration planting plans for Wood Lot Block 434 and Open Space Block 438 has been completed and are successful.
18. That boundary fencing be established to the satisfaction of the City of Oshawa at the open space/urban development interface for Open Space Block 438 and Future Development Block 439 and between Wood Lot Block 434 and Lot 123 and between Wood Lot Block 434 and Block 415.
19. That Wood Lot Block 434 and Open Space Block 438 be conveyed to the City of Oshawa.
20. That prior to any grading, site alteration, construction or final approval of the plan or phase of the plan, as the case may be, the Owner shall obtain all required permits from the Central Lake Ontario Conservation Authority pursuant to the requirements of the *Conservation Authorities Act*.
21. The owner agrees to carry out the work according to all the report and technical studies approved by CLOCA as part of this application.
22. That the Owner satisfy all financial requirements of the Central Lake Ontario Conservation Authority.
23. That the Subdivision Agreement between the Owner and the City of Oshawa shall contain, among other matters, the following provisions:
  - (a) The Owner agrees to carry out the works referred to in Conditions 12 to 22 to the satisfaction of the Central Lake Ontario Conservation Authority;
  - (b) The Owner agrees that the plan, or a phase thereof, will not receive final approval until the off-site receiving stormwater infrastructure has been approved via the required permits under the *Conservation Authorities Act*;
  - (c) The Owner agrees to maintain all storm water and erosion and sediment control structures operating and in good repair during the construction period, in a manner satisfactory to the Central Lake Ontario Conservation Authority;
  - (d) The Owner agrees to advise the Central Lake Ontario Conservation Authority 48 hours prior to the commencement of grading or initiation of any on-site works;

- (e) The Owner agrees to obtain the required permits pursuant to the *Conservation Authorities Act* prior to any development taking place on the site;
- (f) The owner agrees to satisfy all financial requirements of the Central Lake Ontario Conservation Authority.

**C. Durham District School Board**

- 24. That the Owner agrees to set aside Block 429 (6.37 hectare) for public secondary school purposes.
- 25. That the Owner and the Durham District School Board enter into an agreement for the acquisition of Block 429 for secondary school purposes.
- 26. That the Owner submit plans indicating existing and proposed grades, drainage and servicing for approval by the Durham District School Board for all lots, blocks, easements and roads abutting Block 429.
- 27. That the Owner provide the Durham District School Board with a report detailing the soil bearing capacity and composition of soils within Block 429, prior to the registration of Phase 1 of the development. Specifically, the report will detail the chemical composition of soils and the presence of methane and/or radon gas within Block 429.
- 28. That any filling conducted within Block 429 meet the Durham District School Board criteria for soil bearing capacity and be approved by the Durham District School Board soils engineer.
- 29. That the Owner rough grade Block 429 to the satisfaction of the Durham District School Board.
- 30. That the Owner agrees to bring all municipal services and connections to the edge of Block 429, along the street and submit drawings to the Durham District School Board for approval.
- 31. That the Owner agrees to install a 1.8 metre chain link fence of standard school construction (number 9 gauge) along the perimeter of Block 429 where it abuts proposed or existing residential lands (lots or blocks), and/or any other proposed or existing land use, except for active municipal parkland.
- 32. That the following "Notice to Parents" be inserted in all agreements of purchase and sale between the Owner and all prospective homebuyers:

"Students from this development may have to attend existing schools. Although a school site has been reserved within this plan of subdivision, a school may not be constructed for some time, if at all, and then only if the Durham District School Board receives funding for the construction of this required school."

- 33. That the Owner agrees to post the standard Durham District School Board approved "Notice to Parents" in all sales representation centres.

**D. Enbridge Gas Distribution Inc.**

- 34. The Owner shall contact Enbridge Gas Distribution's Customer Connections department by emailing SalesArea40@enbridge.com for service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving.
- 35. If the gas main needs to be relocated as a result of changes in the alignment or grades of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the Owner.
- 36. In the event that easement(s) are required to service this development, the Owner will provide the easement(s) to Enbridge Gas Distribution at no cost.

37. In the event a pressure reducing regulator station is required, the Owner is to provide a 3 metre by 3 metre exclusive use location that is within the municipal road allowance. The final size and location of the regulator station will be confirmed by Enbridge Gas Distribution's Customer Connections department. For more details contact SalesArea40@enbridge.com.
38. The Owner will grade all road allowances to as final elevation as possible, provide necessary field survey information and all approved municipal road cross sections, identifying all utility locations prior to the installation of the gas piping.

**E. Enbridge Pipelines Inc.**

39. Enbridge's right-of-way shall be dedicated to the municipality as passive open space or parkland subject to Enbridge's easement rights. Enbridge's right-of-way shall be identified on all municipal plans and schedules as a pipeline/utility corridor.
40. The conditions, restrictions or covenants specified by Enbridge shall be registered against title in relation to the "Lands" and the plan by way of application to register conditions, restrictions or covenants, as applicable, pursuant to the Land Titles Act, or any amendments thereto.
41. Written consent must be obtained from Enbridge prior to undertaking the following activities:
- constructing or installing a facility across, on, along or under a Enbridge pipeline right-of-way.
  - conducting a ground disturbance (excavation or digging) on Enbridge's pipeline right-of-way or within 30 meters of centreline of Enbridge's pipe (the "Prescribed Area");
  - driving a vehicle, mobile equipment or machinery across a Enbridge pipeline right-of-way outside the travelled portion of a highway or public road; and,
  - using any explosives within 300 meters of Enbridge's pipeline right-of-way.
42. In addition to the written consent noted above, a locate request must to the local one-call notification centre ("One-Call Centre") a minimum of three business days in advance of the construction, ground disturbance, or vehicle or mobile equipment crossing. The One-Call Centre will notify Enbridge to send a representative to mark the facilities, explain the significance of the markings and provide you with a copy of the locate report. Enbridge requests a minimum five business days' notice for any work involving explosives.
43. During construction of the site, temporary fencing must be erected and maintained along the limits of the right-of-way by the owner(s) to prevent unauthorised access by heavy machinery. The fence erected must meet Enbridge's specifications concerning type, height and location. The Owner is responsible for ensuring proper maintenance of the temporary fencing for the duration of construction.
44. Permanent fencing shall be erected and maintained by the landowner along the limits of Enbridge's right-of-way. The fence erected must meet Enbridge's and the municipality's specifications concerning type, location, and height. Any excavations for fence posts on, or within 30 metres of the pipeline must be done by hand or hydro vac. There shall be no augers operated on the right-of-way. The Owner shall notify Enbridge 3 business days prior to any excavation for fence posts located on or within 30 metres of the pipeline. All fences made of metallic materials must be approved by Enbridge prior to being erected on or within 30 metres of the pipeline.
45. Storage of materials and/or equipment on Enbridge's right-of-way is not permitted.
46. Landscaping and pathways on Enbridge's right-of-way is to be approved in writing by Enbridge and done in accordance with Enbridge's Guidelines:
- Enbridge's right-of-way is to be seeded with Canada #1 seed.
  - Grantee shall ensure a five (5) metre continuous access way in the right-of-way is provided for the Enbridge repair crews.

- No portion of trees or shrubs shall be permitted to encroach within five (5) meters of the edge of the Enbridge pipeline within the right-of-way
- No trees or shrubs that will reach a height greater than four (4) meters shall be planted within the right-of-way. Tree roots must not interfere with the pipeline;
- A minimum of five (5) meters between all groups of trees/shrubs will be established. A group is defined as 3-5;

Pathways:

- A pathway crossing Enbridge's right-of-way shall be installed as close as possible to a ninety (90) degree angle to the Enbridge pipeline(s).
- The width of the pathway shall not exceed three (3) meters.
- The pathway shall maintain a minimum five (5) metre separation from the edge of Enbridge's pipeline(s).
- Where the installation of a pathway requires a ground disturbance, and the pathway crosses the pipeline, within five (5) meters of the pipeline, Enbridge's pipeline must be hand-exposed at certain intervals to be determined, as directed by Enbridge's regional field representative.
- The presence of the pipeline is clearly visible through the installation of above ground pipeline signage. Signage is to be installed at all road, pathway, and other crossings; throughout the development area at intervals of 100 meters. Signage will be double sided.

47. Original depth of cover over the pipelines within Enbridge's right-of-way shall be restored after construction. This depth of cover over the pipelines shall not be compromised over the life of the Grantee's Facility due to rutting, erosion or other means.
48. The Owner's Facility shall be constructed to ensure drainage is directed away from the right-of-way so that erosion that would adversely affect the depth of cover over the pipelines does not occur.
49. Any large scale excavation adjacent to the right-of-way, which is deeper than the bottom of the pipe, must maintain a slope of 3:1 away from the edge of the right-of-way.
50. In no event shall Enbridge be held liable to the Owner respecting any loss of or damage to the Owner's Facility which the Owner may suffer or incur as a result of the operations of Enbridge. The Owner shall be responsible for all costs involved in replacing the Owner's Facility damaged or removed during Enbridge's operations and shall indemnify and save harmless Enbridge from all actions, proceedings, claims, demands and costs brought against or incurred by Enbridge as a result of the presence of or damage to the Owner's Facility on the Enbridge right-of-way.
51. If a pipe replacement is necessary because of the proposed development, temporary work room shall be granted to Enbridge on terms and conditions to be (or as) negotiated. This work room will be adjacent to the existing easement and may be up to a maximum of 15m wide on either or both sides. No grading or landscaping of the work room should be undertaken until the replacement has been completed.
52. All display plans in the lot/home sales office shall identify the Enbridge pipeline right-of-way corridor within the proposed linear park block(s).
53. The owner shall ensure through all contracts entered into, that all contractors and subcontractors are aware of and observe the foregoing terms and conditions.
54. A crossing and encroachment permit/agreement must be approved by Enbridge for ongoing activities such as mowing or maintenance of the right-of-way on public lands.
55. In the event that Enbridge's pipelines suffer contact damage or other damage as a result of construction, work shall stop immediately and Enbridge shall be notified at once.

**F. TransCanada PipeLines Limited**

56. TransCanada's right-of-way shall be dedicated to the municipality as passive open space or parkland subject to TransCanada's easement rights. TransCanada's right-of-way shall be identified on all municipal plans and schedules as a pipeline/utility corridor.
57. The conditions, restrictions or covenants specified by TransCanada shall be registered against title in relation to the "Lands" and the plan by way of application to register conditions, restrictions or covenants, as applicable, pursuant to the Land Titles Act, or any amendments thereto.
58. Written consent must be obtained from TransCanada prior to undertaking the following activities:
- constructing or installing a facility across, on, along or under a TransCanada pipeline right-of-way.
  - conducting a ground disturbance (excavation or digging) on TransCanada's pipeline right-of-way or within 30 meters of centreline of TransCanada's pipe (the "Prescribed Area");
  - driving a vehicle, mobile equipment or machinery across a TransCanada pipeline right-of-way outside the travelled portion of a highway or public road; and,
  - using any explosives within 300 meters of TransCanada's pipeline right-of-way.
59. In addition to the written consent noted above, a locate request must to the local one-call notification centre ("One-Call Centre") a minimum of three business days in advance of the construction, ground disturbance, or vehicle or mobile equipment crossing. The One-Call Centre will notify TransCanada to send a representative to mark the facilities, explain the significance of the markings and provide you with a copy of the locate report. TransCanada requests a minimum five business days' notice for any work involving explosives.
60. During construction of the site, temporary fencing must be erected and maintained along the limits of the right-of-way by the owner(s) to prevent unauthorised access by heavy machinery. The fence erected must meet TransCanada's specifications concerning type, height and location. The Owner is responsible for ensuring proper maintenance of the temporary fencing for the duration of construction.
61. Permanent fencing shall be erected and maintained by the landowner along the limits of TransCanada's right-of-way. The fence erected must meet TransCanada's and the municipality's specifications concerning type, location, and height. Any excavations for fence posts on, or within 30 metres of the pipeline must be done by hand or hydro vac. There shall be no augers operated on the right-of-way. The Owner shall notify TransCanada 3 business days prior to any excavation for fence posts located on or within 30 metres of the pipeline. All fences made of metallic materials must be approved by TransCanada prior to being erected on or within 30 metres of the pipeline.
62. Storage of materials and/or equipment on TransCanada's right-of-way is not permitted.
63. Landscaping and pathways on TransCanada's right-of-way is to be approved in writing by TransCanada and done in accordance with TransCanada's Guidelines:
- TransCanada's right-of-way is to be seeded with Canada #1 seed.
  - Grantee shall ensure a five (5) metre continuous access way in the right-of-way is provided for the TransCanada repair crews.
  - No portion of trees or shrubs shall be permitted to encroach within five (5) meters of the edge of the TransCanada pipeline within the right-of-way
  - No trees or shrubs that will reach a height greater than four (4) meters shall be planted within the right-of-way. Tree roots must not interfere with the pipeline;
  - A minimum of five (5) meters between all groups of trees/shrubs will be established. A group is defined as 3-5;

Pathways:



- A pathway crossing TransCanada's right-of-way shall be installed as close as possible to a ninety (90) degree angle to the TransCanada pipeline(s).
- The width of the pathway shall not exceed three (3) meters.
- The pathway shall maintain a minimum five (5) metre separation from the edge of TransCanada's pipeline(s).
- Where the installation of a pathway requires a ground disturbance, and the pathway crosses the pipeline, within five (5) meters of the pipeline, TransCanada's pipeline must be hand-exposed at certain intervals to be determined, as directed by TransCanada's regional field representative.
- The presence of the pipeline is clearly visible through the installation of above ground pipeline signage. Signage is to be installed at all road, pathway, and other crossings; throughout the development area at intervals of 100 meters. Signage will be double sided.

64. Original depth of cover over the pipelines within TransCanada's right-of-way shall be restored after construction. This depth of cover over the pipelines shall not be compromised over the life of the Grantee's Facility due to rutting, erosion or other means.

65. The Owner's Facility shall be constructed to ensure drainage is directed away from the right-of-way so that erosion that would adversely affect the depth of cover over the pipelines does not occur.

66. Any large scale excavation adjacent to the right-of-way, which is deeper than the bottom of the pipe, must maintain a slope of 3:1 away from the edge of the right-of-way.

67. In no event shall TransCanada be held liable to the Owner respecting any loss of or damage to the Owner's Facility which the Owner may suffer or incur as a result of the operations of TransCanada. The Owner shall be responsible for all costs involved in replacing the Owner's Facility damaged or removed during TransCanada's operations and shall indemnify and save harmless TransCanada from all actions, proceedings, claims, demands and costs brought against or incurred by TransCanada as a result of the presence of or damage to the Owner's Facility on the TransCanada right-of-way.

68. If a pipe replacement is necessary because of the proposed development, temporary work room shall be granted to TransCanada on terms and conditions to be (or as) negotiated. This work room will be adjacent to the existing easement and may be up to a maximum of 15m wide on either or both sides. No grading or landscaping of the work room should be undertaken until the replacement has been completed.

69. All display plans in the lot/home sales office shall identify the TransCanada pipeline right-of-way corridor within the proposed linear park block(s).

70. The owner shall ensure through all contracts entered into, that all contractors and subcontractors are aware of and observe the foregoing terms and conditions.

71. A crossing and encroachment permit/agreement must be approved by TransCanada for ongoing activities such as mowing or maintenance of the right-of-way on public lands.

72. In the event that TransCanada's pipelines suffer contact damage or other damage as a result of construction, work shall stop immediately and TransCanada shall be notified at once.

### **G. Rogers Communications**

73. Prior to registration of the Plan of Subdivision, the Owner will, at its own cost, grant all necessary easements and maintenance agreements required by those CRTC-licensed telephone companies and broadcasting distribution companies intending to serve the Subdivision (collectively, the "Communications Service Providers"). Immediately following registration of the Plan of Subdivision, the Owner will cause these documents to be registered on title.

74. Prior to registration of the Plan of Subdivision, the Owner will, with consultation with the applicable utilities and Communications Service Providers, prepare an overall utility distribution plan that shows the locations of all utility infrastructure for the Subdivision, as well as the timing and phasing of installation.

#### H. Bell Canada

75. The Owner shall agree in the City of Oshawa Subdivision Agreement, in words satisfactory to Bell Canada, to grant to Bell Canada any easements that may be required for telecommunication services. Easements may be required subject to final servicing decisions. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.

76. Bell Canada requires one or more conduit or conduits of sufficient size from each unit to the room(s) in which the telecommunication facilities are situated and one or more conduits from the room(s) in which the telecommunication facilities are located to the street line.

#### I. City of Oshawa

77. The Owner shall advise all purchasers, in any purchase and sale agreement, of all development charges related to the development.

78. The Owner shall dedicate the road allowances included in this draft plan as public highways on the final plan.

79. The Owner shall satisfy all requirements, financial and otherwise, of the City of Oshawa. This shall include, among other matters, the execution of a subdivision agreement between the Owner and the City of Oshawa concerning the provision and installation of roads, services, drainage and other local services. The Owner shall satisfy all requirements of Oshawa City Council in respect to the plan.

80. Prior to final approval of this plan for registration, the Director of Planning Services for the City of Oshawa shall be advised in writing by:

- (a) Region of Durham how Conditions 1 to 11 have been satisfied;
- (b) Central Lake Ontario Conservation Authority how Conditions 12 to 23 have been satisfied;
- (c) Durham District School Board how Conditions 24 to 33 have been satisfied;
- (d) Enbridge Gas Distribution Inc. how Conditions 34 to 38 have been satisfied;
- (e) Enbridge Pipelines Inc. how Conditions 39 to 55 have been satisfied;
- (f) TransCanada PipeLines Limited how Conditions 56 to 72 have been satisfied;
- (g) Rogers Communications how Conditions 73 and 74 have been satisfied; and,
- (h) Bell Canada how Conditions 75 and 76 have been satisfied.

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#### Notes to Draft Approval

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1. It is the responsibility of the Owner of the proposed subdivision to satisfy all conditions of draft approval in an expeditious manner. The conditions of draft approval will be reviewed periodically and may be amended at any time prior to final approval. The Planning Act provides that draft approval may be withdrawn at any time prior to final approval.
2. All plans of subdivision must be registered in the Land Titles system within the Regional Municipality of Durham.

3. In order to expedite the clearance of conditions, the Owner is required to forward a copy of the executed City of Oshawa subdivision agreement to the following at the addresses shown:

- (a) Commissioner, Planning and Economic Development Department, Regional Municipality of Durham, 605 Rossland Road East, Whitby, Ontario L1N 6A3 (905) 668-7711
- (b) Central Lake Ontario Conservation Authority, 100 Whiting Avenue, Oshawa, Ontario L1H 3T3 (905) 579-0411
- (c) The Durham District School Board, Facilities Services, 400 Taunton Road East, Whitby, Ontario L1R 2K6 (905) 666-5500
- (d) Enbridge Gas Distribution Inc., 500 Consumers Road, North York, Ontario M2J 1P8 (416) 495-5763
- (e) Enbridge Pipelines Inc., Western Research Park, 1086 Modeland Road, Building 1050 1<sup>st</sup> Floor, Sarnia, Ontario N7S 6L2 (519) 333-6753
- (f) TransCanada PipeLines Limited, c/o MHBC, 442 Brant Street, Suite 204, Burlington, Ontario L7R 2G4 (905) 639-8686 x. 229
- (g) Rogers Communications, 301 Marwood Drive, Oshawa, Ontario, L1H 1J4 (905) 433-1774
- (h) Bell Canada, Development & Municipal Services Control Centre, Floor 5, 100 Borough Drive, Scarborough, Ontario M1J 4W2 (416) 296-6291

SAMPLE  
AGREEMENT

**SCHEDULE "D"**

SUBDIVISION AGREEMENT made as of

B E T W E E N :

OSHAWA (CONLIN) DEVELOPMENTS (BT) INC.

the "Subdivider"

- and -

THE CORPORATION OF THE CITY OF OSHAWA

the "City"

**GENERAL AND SPECIAL CONDITIONS GOVERNING PLAN UNDER SECTION 2.7 OF AGREEMENT**

The lands described in Column I of the Schedule shall not be used for any purpose described in Column II opposite such land unless and until the conditions and requirements set opposite such land in Column III of this Schedule have been fully complied with.

<u>COLUMN I</u>	<u>COLUMN II</u>	<u>COLUMN III</u>
1. each lot included in the Plan	obtain a building permit	a site grading plan has been submitted for that lot to the City together with a Professional Engineer's or an Ontario Land Surveyor's declaration that the grading details conform with the approved lot grading plan and the house type is compatible with the grading. The Ontario Land Surveyor must be certified by the City to perform this work.
2. each lot and block included in the Plan	obtain a building permit	the underground services, signs and highway in front of the lot or block for which a building permit is being applied for and any other highways required to give access to such lot or block have been completed to the stage of construction of full depths of Granular "B" gravel and Granular "A" gravel and is, in the opinion of the City's Commissioner, in proper condition for vehicular traffic
3. each lot included in the Plan	obtain a building permit	the Development Charge is paid in full for such lot, subject to any deferral agreement
4. each lot included in the Plan	obtain a building permit	a plan showing the proposed siting of all buildings and driveways on the lot is submitted by the Subdivider to the City's satisfaction. The Subdivider's Professional Engineer, Ontario Land Surveyor or Architect that prepared the siting plan showing the driveway location, shall provide to the City a declaration on the plan that confirms the design location of the driveway is in conformance with the utility co-ordination plans (UCP) that form part of Appendix "II" to this Agreement and that the design of the driveway has provided for the minimum 1 metre clearance from any above ground utility structures shown on the UCP.
5. each lot included in the Plan	obtain a building permit	unless evidence has been given to the City that arrangements have been made with the Oshawa PUC Networks Inc. and a private contractor for the construction of the Electrical Plant and street lighting

	<u>COLUMN I</u>	<u>COLUMN II</u>	<u>COLUMN III</u>
6.	all land included in the Plan	obtain a building permit	sediment and erosion control measures have been implemented to the satisfaction of the City
7.	each lot and block included in the Plan	obtain a building permit for a home	the Subdivider provides a letter from the Region of Durham to the City that the fire hydrants are fully operational and can be used in the event of fire
8.	all lots included in the Plan	obtain a building permit	roll up type doors are proposed on the garages where the front yard setbacks to the garage are less than 7m
9.	all lots included in the Plan	obtain a building permit	a certificate is received from the design control architect approving the elevations and siting plans pursuant to Section 2.13 of this Agreement
10.	Lots 1 to 16, 26 to 27, 48 to 51, 72 to 74, 113 to 115, 166, 171 and 172, inclusive, all units in Blocks 177, 178, 183, and 192 except the southernmost units in each Block, the southernmost unit in each of Blocks 187, 193 and 208, and the easternmost unit in Block 189 in the Plan	obtain a building permit	a certificate is received from the Subdivider, to the satisfaction of the City, which verifies that the dwelling has been designed with a forced air heating system and ducting, etc. sized to accommodate a central air conditioning unit; and that the plans submitted for building permit will implement both the recommendations of the Noise Study and the interior noise levels that satisfy the Ministry of the Environment, Conservation and Parks criteria
11.	Lots 102 to 112, inclusive, the southernmost unit in each of Blocks 177, 178, 183 and 192, and all units in Blocks 194 and 195 in the Plan	obtain a building permit	a certificate is received from the Subdivider, to the satisfaction of the City, which verifies that the dwelling has been designed with a central air conditioning system which complies with the sound emission standards established by the Ministry of the Environment, Conservation and Parks and that the plans submitted for building permit will implement both the recommendations of the Noise Study and the interior noise levels that satisfy the Ministry of the Environment, Conservation and Parks' criteria
12.	All Land in the Plan	obtain a building permit	the recommendations in the soil investigation report, prepared by Soil Engineers Ltd, dated April 2021 (update to report dated June 2015), on file with the City shall be carried out by the Subdivider. In addition, the Subdivider shall engage a Professional Engineer to monitor the local water levels during excavation by signing a Special Condition for building permits. In addition, the Subdivider shall engage a Professional Engineer to identify and provide reinforcement details for dwellings founded on engineered fill or confirm that all dwellings will be founded on natural soils.

<u>COLUMN I</u>	<u>COLUMN II</u>	<u>COLUMN III</u>
13. Lots 1 to 25 inclusive, 74 to 82 inclusive, 136 to 140 inclusive, Blocks 173 to 182 inclusive, Block 188 Block 189 Blocks 193 to 196 inclusive in the Plan	obtain a building permit	a plan showing the proposed siting of the buildings on the lot which indicates the length of the driveway leading to a private garage which is to be fitted with roll-up type doors and which shall have a minimum length of 7 metres from the street line to the garage. This requirement may be altered by the Director of Engineering Services without formal amendment to this Agreement.
14. Lots 1, 16, 59, 60, 82, 112, 113, 135, 145, 146, 154, 155, Block 167, Block 173, Block 194, Block 195, Block 198 in the Plan	obtain a building permit	satisfactory arrangements have been made with the City for the removal or relocation of the temporary sediment control pond that shall extend to include a soils report to confirm the OBC requirements of soil bearing capacity and suitability with respect to the effect of the temporary use of the of the property or adjacent properties for the sediment controls, all which have been shown on the plans forming part of Appendix "II" to this Agreement
15. Lots 16, 39, 63, 116, the southernmost unit in Block 178 and the easternmost unit in Block 188 in the Plan	obtain a building permit	the Subdivider provides a letter to the City enclosing a copy of the purchase and sale agreement to be used for these lots which advises potential purchasers of the Canada Post super mailbox location to the satisfaction of the City
16. all Land in the Plan	obtain a building permit	the Subdivider has constructed the emergency access as shown on the plans forming Appendix "II" to this Agreement and is, in the opinion of the City's Commissioner, in proper condition for vehicular traffic
17. Lots 172, Blocks 173 to 177 inclusive, Block 183, Block 184, Block 187, Block 191, Block 192, Block 196 and Block 208 in the Plan	obtain a building permit	unless the storm sewer and/or rear yard catch basin has been constructed to the satisfaction of the City
18. each lot included in the Plan	obtain a building permit	the Subdivider provides roof structural design in compliance with the snow loads based on Environment Canada's Snow Load Zones map for Oshawa
19. each lot included in the Plan	obtain a building permit	the Subdivider agrees to comply with the recommendations in the calcium carbonate report, prepared by Soils Engineers Ltd, dated April 2021 (update to report dated June 2015), by signing a special condition for building permit. In addition, the Subdivider shall provide a certificate from a professional engineer that the building design and lot grading plans comply with the recommendations made in the report and with the City of Oshawa's Engineering Design Manuel.

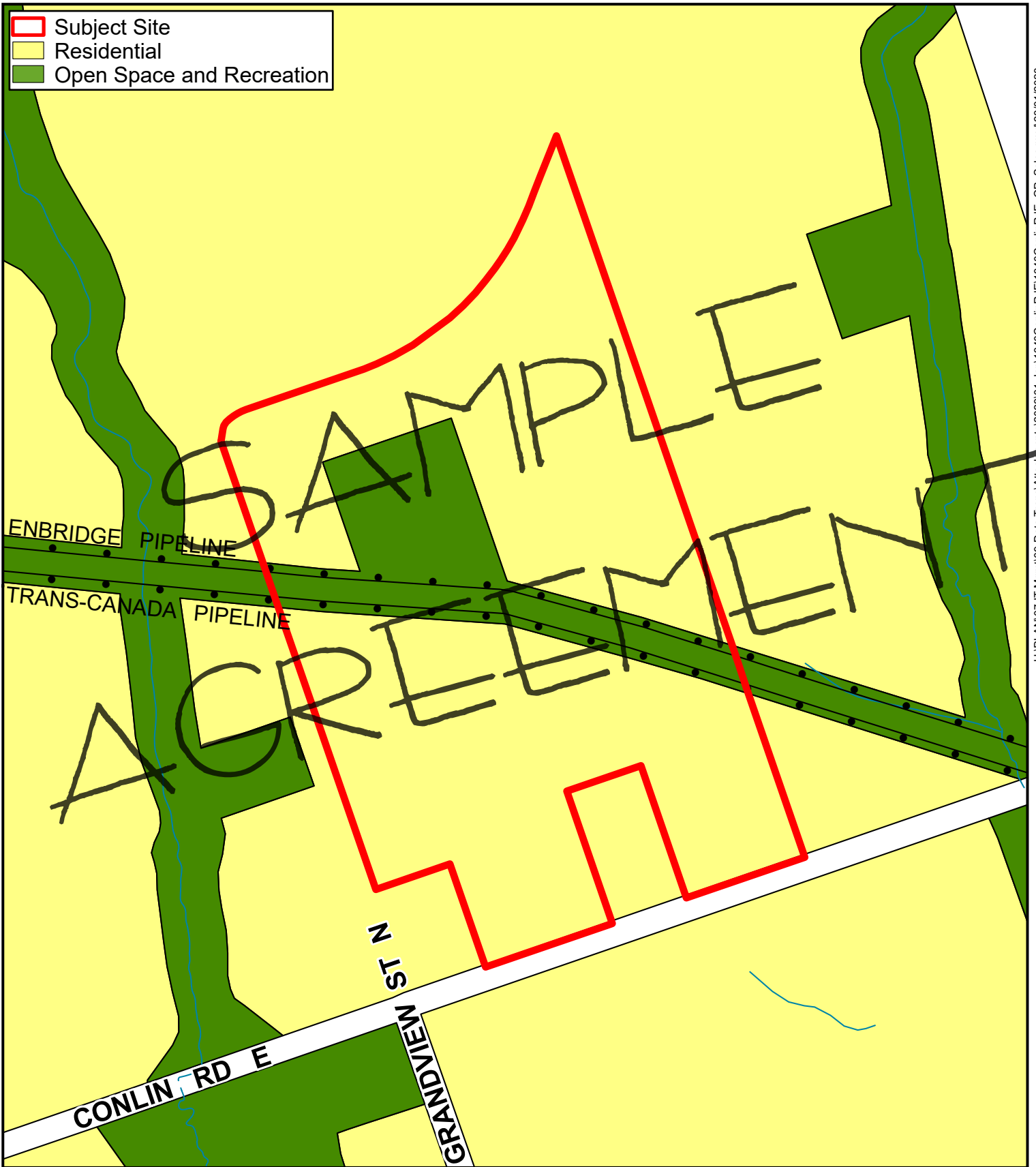
	<u>COLUMN I</u>	<u>COLUMN II</u>	<u>COLUMN III</u>
20.	each lot included in the Plan	construct any building beyond foundation	an Ontario Land Surveyor or a Professional Engineer has verified that the foundation is constructed to the control elevation as represented on the site grading plan submitted with the building permit application
21.	each lot included in the Plan	construct any building beyond foundation	a survey plan be received to the satisfaction of the City's Chief Building Official, prepared by an Ontario Land Surveyor that indicates the location of the building to all property lines, including garage door cut
22.	all lots in the Plan	construct and building beyond foundation	a certificate is received from a professional engineer, to the satisfaction of the City, that it has complied with the recommendations of the calcium carbonate report, dated April 2021 (update to report dated June 2015), entitled A report to E. Manson Investments Limited A Geotechnical Investigation for Proposed Residential Development, concerning but not limited to, the potential calcium carbonate build up and the use of aggregates around foundation drains
23.	all Land	convey for occupancy	an undertaking has been given to the purchaser that lot grading will be carried out according to the lot grading plan forming part of Appendix "II" to this Agreement, which will be verified by the Subdivider's Engineer or an alternate Professional approved by the City
24.	each lot included in the Plan	convey for occupancy	the Subdivider, builder or developer will assume responsibilities for lot grading and prior to conveyance to a Homeowner, the Subdivider, builder or developer will provide each Homeowner with certification from the Subdivider's Engineer or an alternate Professional approved by the City verifying that the grading has been completed in accordance with the approved lot grading plan on file with the City, or in the alternative provide an undertaking that the lot grading will be carried out according to the approved lot grading plan on file with the City and that a certificate will be provided no later than the following construction season
25.	all Land	convey for occupancy	hydro electric service, sewer service and water service to the building is in operation
26.	every lot in the Plan	convey for occupancy	the Subdivider has posted a permanent address number on the front of the building in compliance with Building Numbering By-law 74-2002, as amended to the satisfaction of the Building Inspector

SAMPLE AGREEMENT

<u>COLUMN I</u>	<u>COLUMN II</u>	<u>COLUMN III</u>
27. every lot in the Plan	convey for occupancy	the Subdivider fulfills the requirements of Section 2.10 of this Agreement and specifically a covenant running with the land that the grading will not be altered in any way as to adversely affect the drainage pattern established by the lot grading as finally completed
28. all land included in the Plan	convey for occupancy	the highway in front of such building and any other highways required to give access to such building have been surfaced with binder course of asphalt
29. Lots 1 to 16, 26 to 27, 48 to 51, 72 to 74, 113 to 115, 166, 171 and 172, inclusive, all units in Blocks 177, 178, 183, and 192 except the southernmost units in each Block, the southernmost unit in each of Blocks 187, 193 and 208, and the easternmost unit in Block 189 in the Plan	apply for final building inspection	a certificate is received from the Subdivider, to the satisfaction of the City, which verifies that a forced air heating system and ducting sized to accommodate a central air conditioning unit is properly installed in accordance with good construction practices and is functional; and that the dwelling has been constructed with the plans and material that implement the recommendations of the Noise Study and that will cause interior noise levels to satisfy the Ministry of the Environment, Conservation and Parks' criteria.
30. Lots 102 to 112, inclusive, the southernmost unit in each of Blocks 177, 178, 183 and 192, and all units in Blocks 194 and 195 in the Plan	apply for final building inspection	a certificate is received from the Subdivider to the satisfaction of the City, which verifies that a central air conditioning system is properly installed in accordance with good construction practices and is functional and that the dwelling has been constructed with the plans and material that implement the recommendations of the Noise Study and that will cause interior noise levels to satisfy Ministry of the Environment, Conservation and Parks' criteria
31. all lots included in the Plan	obtain a Certificate of Provisional Acceptance of Stage I Services	the Subdivider provides the City with a copy of the storm sewer video photography and that all deficiencies in the storm sewer system as noted in the video photography have been rectified to the satisfaction of the City
32. all lots included in the Plan	obtain a Certificate of Final Acceptance of Stage II Services	the Subdivider provides written verification to the City from a Professional Engineer that the location of driveways to the lots do not conflict with above ground on-street services within the Plan
33. Blocks 204 to 206, inclusive	obtain a building permit	unless the lands have been merged with the adjacent Blocks in Subdivision S-O-2014-04 as shown on the plans forming Appendix "II" to this agreement and developed in conjunction



Exhibit IIA



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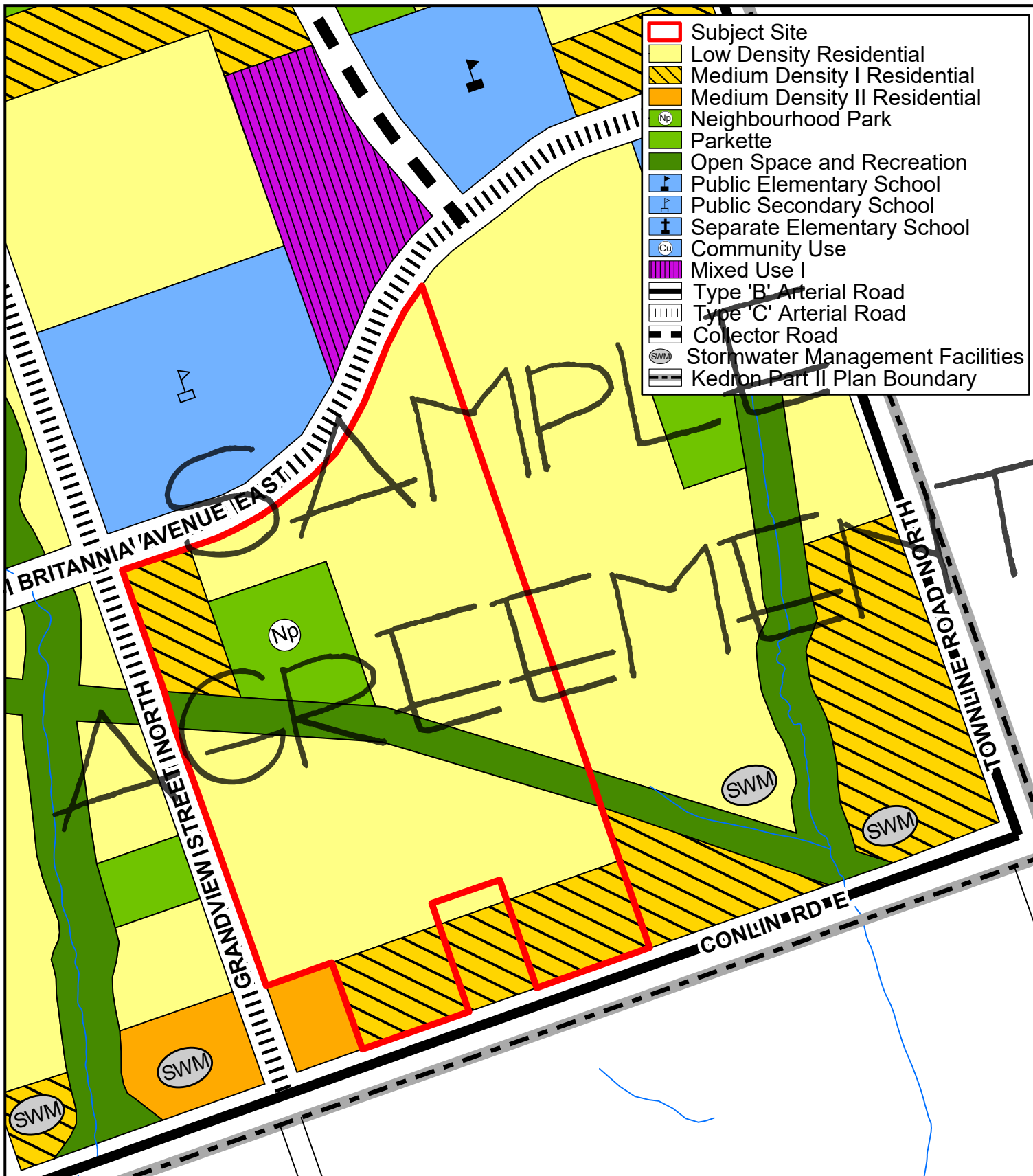
"The purchaser is advised that this map is part of the Official Plan for the City of Oshawa illustrating the approved land use designations of the lands within the plan of subdivision and a minimum of 120 metres (400 ft.) from the boundary of the plan of subdivision. The information shown on this map is current as of January 2023 and is subject to change without necessarily providing notice to purchaser. Any inquiries with respect to this plan of subdivision, the uses permitted by the Official Plan for this area of the City, or the development of adjacent lands should be referred to the City of Oshawa Planning Services at 50 Centre Street South, Oshawa Ontario, L1H 3Z7 or please call (905) 436-3853"



City of Oshawa  
Economic and Development Services



Exhibit IIB



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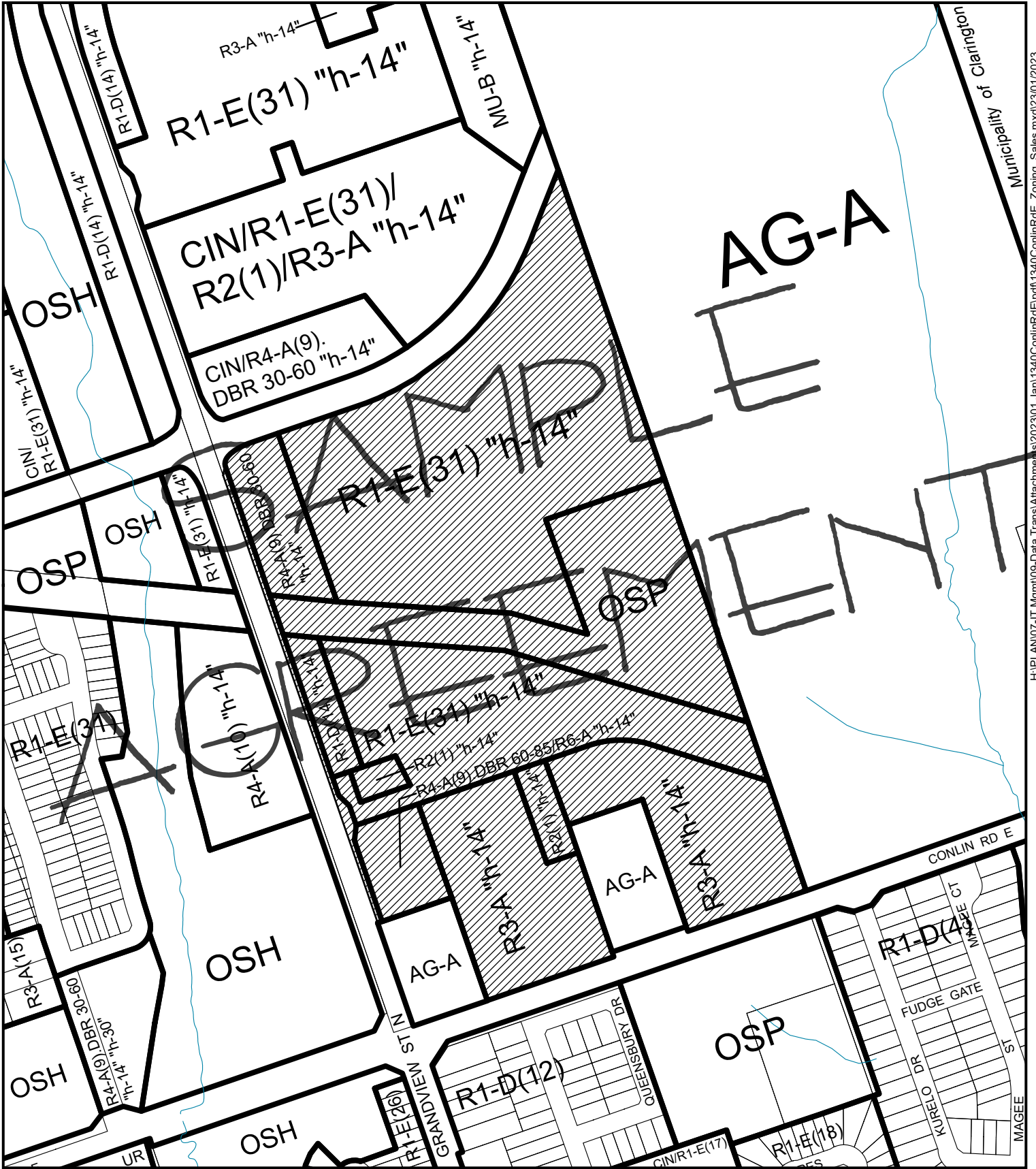
"The purchaser is advised that this map is part of the Kedron Part II Plan of the Official Plan for the City of Oshawa illustrating the approved land use designations of the lands within the plan of subdivision and a minimum of 120 metres (400 ft.) from the boundary of the plan of subdivision. The information shown on this map is current as of January 2023 and is subject to change without necessarily providing notice to purchaser. Any inquiries with respect to this plan of subdivision, the uses permitted by the Official Plan for this area of the City, or the development of adjacent lands should be referred to the City of Oshawa Planning Services at 50 Centre Street South, Oshawa Ontario, L1H 3Z7 or please call (905) 436-3853"



City of Oshawa  
Economic and Development Services




Exhibit III



"The purchaser is advised that this map is an excerpt from Zoning By-law 60-94 of the City of Oshawa showing all areas within the plan of subdivision and a minimum of 120 metres (400 ft.) from the boundary of the plan. The information shown on this map is current as of January 2023 and is subject to change without necessarily providing notice to the purchaser. Any inquiries with respect to this plan of subdivision, the uses permitted by the Zoning By-law for this area of the City, or the development of adjacent lands should be referred to the City of Oshawa Planning Services at 50 Centre Street South, Oshawa, Ontario, L1H 3Z7 or please call (905) 436-3853."



 Subject Site

City of Oshawa  
Economic and Development Services





**Development Services Department  
Building Permit Services**

**Residential Development Charges and Cash-in-lieu of Parkland Dedication as of May 1, 2023  
payable in full to Building Permit Services on or before the date a building permit is issued)**

Residential Development	Single Detached (per unit)	Semi Detached (per unit)	Duplex (for two units)	Lodging House (per unit) see Note 4	Townhouse Dwelling (per unit) see Note 6	Apartment 2 or more bedrooms (per unit) see Note 6	Apartment Bachelor & 1 bedroom (per unit) see Note 6
City of Oshawa	\$33,373	\$33,373	\$42,012	\$11,587	\$26,892	\$21,002	\$12,896
CBCs (Community Benefits Charges) (See Note 7)						\$147	\$90
Region of Durham	\$40,529	\$40,529	\$*Varies	\$*Varies	\$32,603	\$23,546	\$15,278
Public School	\$3,449	\$3,449	\$6,898	\$T.B.D. (See Note 4)	\$3,449	\$3,449	\$3,449
Separate School	\$2,286	\$2,286	\$4,572	\$T.B.D. (see Note 4)	\$2,286	\$2,286	\$2,286
Cash-in-Lieu of Parkland Dedication (C.I.L.) (see Note 3)	\$6,200	\$4,650	\$7,440	\$620	\$4,030	\$1,550	\$1,550
<b>TOTAL for each unit</b>	<b>\$85,837</b>	<b>\$84,287</b>	<b>\$To be determined</b>	<b>\$To be determined</b>	<b>\$69,260</b>	<b>\$51,883</b>	<b>\$35,459</b>

City of Oshawa & CBC rates are valid until the next adjustment as per By-law 60-2019, as amended by By-law Nos. 33-2021, 121-2021 and 46-2022. Development charges will generally be adjusted subject to indexing semi-annually on January 1 and July 1 each year. (Note: Jan. 1, 2023 increase is 7.68%)

Region of Durham rates are valid until July 1, 2023 as per By-laws 28-2018, 39-2022 (Transit) and 86-2001 (GO), as amended. Contact Tracey Reid at 905-668-7711 extension 3516 regarding the Region of Durham rates for Duplex and Lodging units. Development charges will be indexed annually on July 1. (Note: D.C. rates have been updated due to the passing of Bill 23, More Homes Built Faster Act on November 20, 2022)

Public School rates are valid until April 30, 2023 as per Education Development Charges By-law (2019).

Separate School rates are valid until April 30, 2023 as per Education Development Charges By-law (2019).

Cash-in-Lieu of Parkland Dedication (C.I.L.) rates are as per City of Oshawa By-law 91-2007 and City of Oshawa Council Resolution DS-14-18 dated March 17, 2014 - see Note 3. Validation dates and rates provided are intended only as a guide. Refer to the appropriate By-laws for accuracy. (see over for Notes & Non-Residential rates)

**Non-Residential Development Charges and Cash-in-lieu of Parkland Dedication as of January 1, 2023**  
(payable in full to Building Permit Services on or before the date a building permit is issued)

Non-Residential Development	<del>Commercial</del>	Industrial	Institutional (Unless exempt from the bylaw)
City of Oshawa	\$171.18/m <sup>2</sup> (see Note 1)	N/A (see Note 2)	\$171.18/m <sup>2</sup> (see Note 1)
Region of Durham	\$24.26/ft <sup>2</sup>	\$13.10/ft <sup>2</sup>	\$12.66/ft <sup>2</sup>
Public School	N/A	N/A	N/A
Separate School	N/A	N/A	N/A
Cash-in-Lieu of Parkland Dedication (C.I.L.) see Note 3	(see Note 5)	(see Note 5)	(see Note 5)

**Note 1:** City of Oshawa Development Charge By-law No. 60-2019, as amended (Schedule B.3), provides for a downtown exemption area for Residential and Non-Residential development charges and specifies a number of specific use exemptions for Non-Residential development charges; and exemptions for industrial, temporary and agricultural buildings. Reference should be made to the By-law for further details.

**Note 2:** Industrial development is exempt pursuant to ss. 2.5 (e) of the D.C. By-law. The calculated D.C. rate of \$72.01/m<sup>2</sup> for Industrial development applies with respect to 4.1 of By-law No. 60-2019, as amended.

**Note 3:** There is a downtown exemption area for C.I.L. that is similar to the downtown exemption area for City's development charges. For mixed use and other exemptions, refer to By-law 91-2007, as amended. C.I.L. applies to areas outside of subdivisions only. C.I.L. rates for Retirement Homes are the same as Apartment C.I.L. rates.

**Note 4:** When converting a single detached dwelling to a lodging house, please contact **Carey Trombino D.D.S.B. at 905-666-5500 ext. 6430** or **Lewis Morgulis D.C.D.S.B. at 905-576-6150 ext. 22207** for applicable Educational development charges. Credits may apply to City's development charges and cash-in-lieu of Parkland Dedication.

**Note 5:** To be determined (T.B.D.) based on a rate of 2% of the property value for commercial or industrial and 5% for other non-residential. C.I.L. applies to areas outside of subdivisions only.

**Note 6:** City of Oshawa By-law No. 60-2019, as amended, provides for an exemption for Apartment Dwelling Units in the areas as shown in Schedules E, F and G to the By-law. Per City of Oshawa By-law No. 60-2019, as amended, Back-to-Back Townhouses and formerly Group Dwelling Units are considered Townhouse Dwelling, Stacked Townhouses (two bedrooms or less) are considered Apartment (two or more bedrooms).

**Note 7:** City of Oshawa Community Benefits Charge By-law No. 50-2023 provides for Residential buildings with fewer than 5 storeys or fewer than 10 units to be exempt. Refer to by-law 50-2023 for further clarification

## SCHEDULE "X"

### CONSTRUCTION:

1. The Vendor will construct (if not already constructed) and complete upon the Property a Dwelling Unit of the type hereinbefore indicated, in accordance with the plans and specifications filed or to be filed with and approved by the Municipality, as may be amended or modified from time to time. Minor modifications to the plans may not require resubmission to the Municipality for approval and the Purchaser agrees to accept said changes, without notice, to the Dwelling Unit as made by the Vendor even if said changes are not reflected on the plans approved by the municipality.
2. The Purchaser covenants to attend, during the Vendor's regular business hours and as scheduled by the Vendor, within seven (7) days of notification to make colour and other selections from the Vendor's standard samples, such selections to be noted on the Vendor's standard form and when completed shall constitute part of this Agreement (the "**Colour Chart**"). In the event that any item(s) selected by the Purchaser on the Colour Chart including any extras or upgrades are unavailable or will not be available in a timely fashion (as determined by the Vendor in its sole discretion) the Purchaser shall attend within 7 days of written notification from the Vendor to re-select an alternate, for the unavailable items only. In the event that the Purchaser does not, or refuses to, attend, select or reselect within the times noted herein such failure shall be deemed to be a Fundamental Breach of Contract (hereinafter in this Agreement referred to as "**FBOC**") entitling the Vendor to terminate this Agreement and all monies paid by the Purchaser pursuant to this Agreement shall be forfeited to the Vendor in addition and without prejudice to any other remedies available to the Vendor arising out of such default. If the Purchaser's failure to attend, select or reselect in a timely manner results in or contributes to the delay of the Closing Date, as determined by the Vendor in its sole discretion, the Vendor may add as an adjustment on the Statement of Adjustments an amount equal to the compensation payable by the Vendor to the Purchaser under the Ontario New Home Warranties Plan Act ("**Tarion**") together with interest on the outstanding balance of the Purchase Price calculated at the rate of TD-Canada Trust Bank Prime plus 5% per annum, pro-rated for the period of time that the Closing Date was delayed. The Vendor may charge an administrative fee of Three Hundred (\$300.00) Dollars plus HST for missed or cancelled appointments or for second re-booking or more of appointments to complete a Colour Chart, without 2 business days' notice, such amount to be added as an adjustment on the Statement of Adjustments. In the event that the Purchaser requests any amendment to the Colour Chart after the date on which the Colour Chart is finalized and executed by Purchaser, the Purchaser agrees to pay all costs associated with such amendment plus an administration fee of Seven Hundred and Fifty (\$750) Dollars plus HST each time the Colour Chart is modified at the request of the Purchaser. For greater certainty, the Purchaser acknowledges and agrees that the Vendor shall have no obligation to accommodate any requested amendment to the Colour Chart, which shall be in the Vendor's sole and absolute discretion.
3. The Purchaser specifically acknowledges that colour or shade variances sometimes occur in finishes due to manufacturing or ordinary variation within natural products. The Purchaser shall accept any such colour/shade variation resulting from the manufacturing process or from ordinary variation within different samples of natural finishes without any right of abatement of the Purchase Price and in full satisfaction of the Vendor's obligations herein. No changes shall be permitted for those selections which the Purchaser is entitled to make, without the prior written consent of the Vendor (which consent may be arbitrarily withheld), and in the event any item for which the Purchaser has a selection right has been previously installed or completed, then the Purchaser shall be deemed to have accepted the installed/completed item. Notwithstanding anything herein contained, non-installation of such selections by the Closing Date shall not entitle the Purchaser to extend the Closing Date or to an abatement in the Purchase Price.
4. All amounts paid for extras shall be non-refundable in the event that this transaction is not completed for any reason whatsoever save for the default of the Vendor or as required by the Tarion. If any of the extras or upgrades ordered by the Purchaser are not supplied for any reason whatsoever, the Vendor shall refund to the Purchaser on or after the Closing Date the amount paid by the Purchaser in connection with such extras or upgrades, and the amount so paid by the Purchaser (or for which at the Vendor's option, the Purchaser is to receive a credit on the Statement of Adjustments) shall be accepted by the Purchaser as a full and final settlement of any claims by the Purchaser with respect to such extras or upgrades and the Purchaser acknowledges that the Vendor's liability with respect to any and all such extras or upgrades shall be limited to the return of the amounts referred to, as aforesaid, and upon such payment being made or credit being given, the Vendor shall be released from any and all obligations with regard to such extras or upgrades.
5. The Dwelling Unit shall be deemed to be completed when all interior work has been substantially completed as determined by the Vendor, and the Purchaser agrees in such case, provided the Municipality has approved the Dwelling Unit for occupancy and the Vendor has provided the evidence required by Tarion, to close this transaction, without holdback of any part of the Purchase Price, on the Vendor's undertaking to complete the Dwelling Unit. The Purchaser hereby agrees, provided that there are no liens under the Construction Act (the "**CA**") registered on title to the Property at the Closing Date, to accept the Vendor's covenant of indemnity regarding unregistered lien claims which are the responsibility of the Vendor, its trades and/or suppliers in full satisfaction of the Purchaser's rights under the CA, and will not claim any lien holdback on the Closing Date. If there are any such liens registered against title to the Property on the Closing Date, then in such event the Purchaser shall accept the Vendor's undertaking to obtain, and register, a discharge of such lien and an Order vacating any Certificates of Action registered on title to the Property arising from the Vendor's work and to close on the Closing Date without holdback of any part of the Purchase Price.
6. The Vendor shall have the right to substitute materials for those designated in the plans and/or specifications provided the quality is equal or better, and also to make minor changes in plans, siting and specifications, provided there is no objection from the Municipality or to comply with specifications in or modifications to the Ontario Building Code or any other applicable legislation. Notwithstanding the Purchaser's right to select finishes, in the event the Vendor through inadvertence installs an incorrect item or omits to install an item selected, then in either of such case the provisions of paragraph 4 above shall apply as if such item were an extra or upgrade.
7. The Purchaser hereby acknowledges that complete engineering data in respect of the Municipally approved final grading of the Property may not, as yet, be complete and accordingly, it may not be possible to construct a Dwelling Unit with a walk-out basement, or rear deck where so indicated in this Agreement, or vice versa. In the event that this home is described on the first page of this Agreement as having a "walkout", and such walkout is not appropriate, as determined by the Vendor in its sole, absolute and unfettered discretion, then the Purchase Price herein shall be reduced by Twenty Thousand (\$20,000) Dollars for each semi-detached home or each town home or Thirty Thousand (\$30,000) Dollars for a fully detached home. In the event that this home is not described, on the first page of this Agreement as having a "walkout" and the Vendor determines, as evidenced by Statutory Declaration of the Vendor, that such walk out is appropriate, having regard to final approved grading and engineering plans then the Purchase Price herein shall be increased by Twenty Thousand (\$20,000) Dollars for each semi-detached home or each town home or Thirty Thousand (\$30,000) Dollars for a fully detached home. Any credit or additional charge shall be made by way of adjustment on the Statement of Adjustments and shall be paid or credited on the Closing Date, which amount above includes HST.
8. The Purchaser acknowledges and agrees that architectural control of external elevations, driveway construction, boulevard tree planting, landscaping, acoustical barriers and corner lot fencing (including the location of such acoustical barriers or corner lot

fencing), exterior colour schemes, or any other matter external to the Dwelling Unit, may be imposed by either or both of the Municipality or the Subdivider. In the event the Vendor is required, in compliance with such architectural control requirements, to construct an external elevation for this Dwelling Unit other than as specified in this Agreement, or amend the driveway construction, boulevard tree planting or landscaping plan for this Dwelling Unit (all of which is hereinafter referred to as the "**Amended Elevation**"), the Purchaser hereby irrevocably authorizes the Vendor to complete the Dwelling Unit herein including the required Amended Elevation, and the Purchaser hereby irrevocably agrees to accept such Amended Elevation in lieu of the elevation specified in this Agreement.

9. The Vendor shall have the right, in its sole, absolute and unfettered discretion, to construct the hereinbefore described Dwelling Unit either as shown on the sales brochures, marketing material, community maps, renderings and other plans and specifications (hereinafter collectively referred to as the "**Sales Brochure**") therefore, or to construct such Dwelling Unit on a reverse mirror image plan, including reversal of garage siting and reversal of interior floor plan layout, or to rotate same for corner lot units. Construction of a reverse mirror image plan, or rotated plan, of the Dwelling Unit is hereby irrevocably accepted by the Purchaser without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligations as to construction of the Dwelling Unit type hereinbefore described. Further, in the event the Vendor determines, in its sole, absolute and unfettered discretion, to construct the Dwelling Unit at a grade level different than that depicted in the Sales Brochures, or for any other reason as determined by the Vendor, necessitating the addition or elimination, rotation or re-orientation of a step or series of steps at any door to the Dwelling Unit, or any door from the garage to the interior of the Dwelling Unit, the Purchaser hereby irrevocably agrees to accept such change without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligation as to construction of the Dwelling Unit type hereinbefore described.
10. In the event the Purchaser performs any work in or about the Dwelling Unit, or fails to deliver any document or acknowledgement, or takes or omits to take any action which causes delay in the Vendor's construction operations (each or any of which the Vendor may consider a FBOC) or in the Closing Date resulting in the Vendor being required, in accordance with the Statement of Critical Dates and Addendum (hereinafter the "**Addendum**"), to set a Delayed Closing Date, the Vendor shall have the right, in addition to any other right the Vendor has herein, to require that all adjustments shall be as of the date set for closing prior to the extension and to add as an adjustment on the Closing Date the sum of \$150.00 per day for each day of extension together with an amount equal to interest on the unpaid balance of the purchase price at the prime rate of interest charged by the Vendor's bank plus 5% per annum, pro-rated for the period of time that the Closing Date was delayed by reason of or arising from any or all of the foregoing.
11. Unless specifically agreed to by the Vendor in writing, no work shall be done by, or for the Purchaser in or to the Dwelling Unit prior to the Closing Date ("**Unauthorized Work**"). The Purchaser acknowledges that a breach of this condition constitutes a trespass and entitles the Vendor, at its sole, absolute and unfettered discretion to take any of the following actions: i) declare such action to be a FBOC entitling the Vendor to terminate this Agreement whereby the Purchaser's deposit shall be forfeited to the Vendor; ii) finish the Dwelling Unit to the extent possible, as determined by the Vendor in its sole, absolute and unfettered discretion, without regard to possible damage to the Unauthorized Work and without incurring any additional expense as a result of the Unauthorized Work. iii) remove and/or repair the Unauthorized Work, and any other portion of the Dwelling Unit thereby affected, and to receive compensation therefore as an adjustment on the Closing Date in an amount to be determined by the Vendor in its sole, absolute and unfettered discretion. Further, the Purchaser acknowledges that the Vendor's warranty of workmanship is rendered invalid insofar as it relates to matters affected by the Unauthorized Work. If the Closing Date is delayed due to the Unauthorized Work or the Vendor's removal or modification thereof, then the Vendor shall be entitled to a credit on the Statement of Adjustments equal to any and all compensation payable for such delay pursuant to Tarion requirements. Without limiting the generality of the foregoing, if the Purchaser makes any changes, alterations or additions to any mechanical, electrical or plumbing system or equipment installed by the Vendor, the Vendor's warranty with respect to same (including those provided by Tarion) shall be automatically voided and of no further force or effect.
12. The Purchaser acknowledges that it is anticipated that settlement will occur due to soil disturbances around the Dwelling Unit, the walkways, driveways and sodded areas and all ordinary and minor settlements and rectification thereof, as determined by the Vendor's project manager, shall be the responsibility of the Purchaser. The Vendor shall be responsible to rectify only major settlement, once only, and such major settlement work will, unless of an emergency nature, be corrected when seasonably feasible and according to the Vendor's work program and availability of materials and tradespeople.
13. The Purchaser hereby acknowledges that the Vendor is not responsible for any damages to interior household improvements or décor caused by material shrinkage, twisting or warpage. In addition, the Vendor shall not be responsible for any secondary or consequent damage whatsoever which may result from any defective material, design or workmanship and the Vendor's only obligation shall be to rectify the defect pursuant to the terms of this Agreement.
14. The Purchaser acknowledges that grading and sodding is normally done between June and October of any year. The Purchaser agrees that the Purchaser shall be solely responsible for watering and general maintenance of sod from the Closing Date or from the date that sod is laid, whichever shall be the later, and the Vendor shall have no obligation in that regard. If grass dies due to lack of watering, or other abuse, and is required to be replaced in order to obtain assumption of the subdivision by the Municipality or satisfy the requirements of the Site Plan agreement (hereinafter collectively referred to as "**Assumption**"), then the Purchaser will be responsible for the cost of such new sod and labour, and the Vendor may seek recovery of same from the Purchaser and/or deduct same from the Security Deposit, in addition to any other right or remedy. The Vendor has the right to enter upon the Property to repair and replace sod from time to time. Notwithstanding the Tarion requirements concerning the timing of completion of special seasonal items, which include but are not limited to paving, grading and sodding, the Vendor is permitted to schedule same up to twenty-four (24) months from the Closing Date.
15. The Purchaser shall not pave or finish the driveway without the prior written consent of the Vendor, and prior written consent of the Developer and the Municipality if required by the Subdivision Agreement or any other municipal agreement. The Purchaser shall not alter the size, location, and/or configuration of the driveway prior to Assumption.
16. The Purchase Price includes all Municipal, Regional, educational or other governmental Development Charges, that are in effect as of the date of acceptance of this Agreement. The Purchaser shall pay to the Vendor, as an adjustment on the Closing Date, the amount of any increases in any fees, charges, taxes, assessments, levies, development charges, education development charges or other levy or similar charge assessed against or attributable to the Property or construction of the Dwelling Unit after the date of the Purchaser's execution of this Agreement and any new fees, charges, taxes, assessments, levies, development charges, education development charges of any nature or kind assessed or imposed against or attributable to the Property or construction of the Dwelling Unit after the date of the Purchaser's execution of this Agreement (any such increase or such new fees, charges, etc. collectively referred to as the "**Increase**"). The amount of the Increase shall be determined by Statutory Declaration sworn on the part of the Vendor, which the Purchaser agrees to accept as the sole and absolute proof thereof and to which the Purchaser agrees to be bound.
17. The Vendor shall have no liability whatsoever for work done by a third-party trade at the behest of the Purchaser, either before or after the Closing Date, whether or not such third-party trade was referred to the Purchaser by the Vendor.

**PURCHASER'S COVENANTS:**

18. Notwithstanding the completion of this transaction, the Purchaser's covenants, warranties and agreements in this Agreement shall not merge and the Purchaser shall provide the Vendor and/or the Subdivider with any further written assurances as may be required by the Vendor and/or the Subdivider to give effect to this covenant either before or after the Closing Date. All of the covenants, warranties and obligations contained in this Agreement to be performed by the Vendor, including title, shall merge on the Closing Date and shall not survive same, save and except for the obligations of the Vendor to complete the Dwelling Unit and related exterior work in accordance with the requirements of Tarion.
19. Acceptance of construction, siting and grading by the Municipality shall conclusively constitute acceptance by the Purchaser. The Purchaser further agrees to accept the Property subject to, including but not limited to, any retaining walls, catch basins, sump pumps, infiltration trenches, hydro transformers, telephone/cable/utility boxes, fencing or landscaping required pursuant to any governmental authority, utility, or other body and the approved plans and agreements relating to the Property or as required by site conditions including without limitation the grade of the Property or adjoining lands, and the Purchaser acknowledges and agrees that the Purchaser may be required to repair, maintain or replace same from time to time at the Purchaser's cost. The Purchaser may be required, at its sole cost and expense, after the Closing Date to conduct testing, including but not limited to radon testing, in accordance with the requirements of the municipality or any laws or regulations, which testing may be required to obtain Assumption of the subdivision. Should the Purchaser fail to complete the testing as required, the Vendor may enter the Dwelling Unit to conduct such testing and all charges for same shall be the responsibility of the Purchaser.
20. The Purchaser will not alter the grading or interfere with the drainage of the Property contrary to the Municipally approved drainage pattern, and provided that lot grading has been completed in accordance with Municipally approved grading control plan, which may be modified or varied from time to time, the Purchaser is estopped both from objecting thereto and from requiring any amendments thereto. The Purchaser shall ensure that any lifting of sod and/or trenching for alternate utility suppliers, underground sprinkler systems, or otherwise, is properly compacted and reinstated to original final lot grading levels, in default of which, the Vendor shall have recourse to the Security Deposit, in addition to any other right or remedy, to cover the cost of effecting any repairs. Purchasers are advised that storm water management infrastructure, including but not limited to catch basins, swales and/or infiltration trenches which includes tile drainage and underground piping (collectively the "**Drainage Infrastructure**") may be located on their Property. Purchasers are advised that it is their responsibility to maintain, clean and repair said Drainage Infrastructure to ensure that proper drainage is maintained. Purchasers are not permitted to alter the grading or drainage on their Property and are not permitted to alter or cover any Drainage Infrastructure. No structures are permitted on the Drainage Infrastructure and no modification, alteration or excavation of the Drainage Infrastructure is permitted. Should the Purchaser alter, interfere and/or damage the Drainage Infrastructure the Vendor shall be permitted to enter the Purchaser's Property to reinstate the Drainage Infrastructure to municipal requirements, at the sole cost and expense of the Purchaser.
21. The Purchaser covenants and agrees not to damage, interfere or alter any subdivision service, and shall be liable for the cost of rectification of any such damage or alteration and in the event same is not paid upon demand, the Vendor shall have the right to register a lien on title to secure such payment, to deduct same from the Security Deposit, and in addition thereto to pursue any other right or remedy.
22. The Purchaser agrees that neither the Purchaser nor the Purchaser's successors or assigns shall construct any fences, hedges, garden shed, patio or swimming pool, television antenna/dish or other structure on the Property until the Municipality has assumed all Subdivision Services or they have received permission from the Vendor to construct same, which permission shall not be granted until the Vendor is in receipt of final lot grading certification for the Property. The Purchaser shall ensure that access by gate or otherwise of at least 1.25 meters in width is available to permit access to the Property and effect repairs to grade and sod by the Vendor.
23. The Purchaser represents to the Vendor upon which representations the Vendor has relied in accepting this Offer that the Property is being purchased for the Purchaser's own personal use and not for speculative or investment purposes.
24. Prior to the Closing Date, the Purchaser covenants and agrees not to post any signs for sale, lease or rent, or list the Property for sale, lease or rent or advise others that the Property is or may be available for sale, lease or rent or offer for sale, lease or rent or sell, lease or rent the Property or to enter into any agreement, conditional or otherwise, to sell lease or rent the Property, or any interest therein, nor to assign this Agreement or any interest therein, or any rights of occupancy, or the benefit thereof, either directly or indirectly, to any person without the prior written consent of the Vendor which may be arbitrarily withheld or delayed. Any offering for sale, lease or rent, or any sale, lease, rental, assignment or attempted assignment of this Agreement or the Property prior to the Closing Date, shall constitute a breach of this covenant which shall, at the Vendor's sole option, have the right to charge, as a genuine pre-estimate of its damages arising from such default, a fee of \$3,000 plus HST for each violation as an adjustment item on the Closing Date, or alternatively entitle the Vendor to terminate this Agreement whereupon the deposit monies paid by the Purchaser hereunder shall be forfeited to the Vendor in addition to and without prejudice to any other remedy available to the Vendor arising out of such default.
25. The Purchaser agrees not to install any planting within six feet of the external walls of the Dwelling Unit home or finish the whole or any part of the basement of the Dwelling Unit for a period of twenty-four (24) months after the Closing Date. The Purchaser hereby releases the Vendor from any liability whatsoever in respect of water damage to basement improvements and chattels stored in the basement resulting from water seepage, including any consequential damages arising therefrom.

#### TITLE AND CLOSING:

26. The Purchaser acknowledges and agrees that the Purchaser shall not have the right to direct title into the name of any other person or entity who is not also contractually bound as a Purchaser pursuant to this Agreement. The Purchaser shall advise the Vendor within 30 days of execution of the Agreement, of any typos or mistakes in the Purchaser(s) name, address or contact information as noted on the Agreement or any schedules thereto. If the Purchaser will be taking title as Tenants in Common or as Joint Tenants the Purchaser shall advise the Vendor at least 60 days prior to the Closing Date, failing which the Vendor will convey title to the Purchaser set forth and named in this Agreement, and that the Purchasers will hold title as Tenants in Common. Should the Purchaser fail to provide the requisite information as noted above and thereafter require amendments to the documents prepared by the Vendor's solicitors, the Vendor's solicitors and the Vendor shall be entitled to charge a fee in order to make any changes, if said changes are acceptable to the Vendor.
27. Prior to the Closing Date, the Purchaser covenants not to register this Agreement or any other document on title. In the event of a breach of this provision by the Purchaser, the Vendor is hereby granted a Power of Attorney to authorize deletion of any such document from title, all at the Purchaser's sole cost and expense, and in addition to any other remedy as may be available to the Vendor.
28. Keys will be released to the Purchaser at the construction site or the sales office of the Vendor, as the Vendor in its sole, absolute and unfettered discretion determines, upon completion of this transaction, unless otherwise specifically agreed in writing between the Vendor and the Purchaser. The Purchaser agrees that the Vendor's advice that keys are available for release to the Purchaser constitutes a valid tender of keys on the Purchaser. Upon completion of this transaction, if the Purchaser fails to attend to pick up the keys by Five Fifteen (5:15) P.M. on that day, the Vendor may retain the keys at the construction site or sales office, as the case



may be, until Ten (10:00 AM) on the next business day and, failing any other agreement between the parties, if the keys have still not been picked up by then, the keys shall thereafter be available for pick up at the Vendor's head office upon notice to the Purchaser or their solicitor that they are at the head office.

29. The Purchaser agrees to accept the Property, subject to the building and other restrictions registered on title, including provisions in the Subdivider's deed to the Vendor or Purchaser, provided there is no breach of such restrictions on the Closing Date, and they do not materially and adversely restrict the use of the Dwelling Unit for residential purposes, and to execute and grant, without any cost to the Vendor, any easements or rights-of-way for installation and/or maintenance of services as may be required, both before and after the Closing Date, by any governmental authority, utility, or other body, including easements for catch basins and leads related thereto. In addition to the foregoing in the event the maintenance and/or private drainage easements have not been created on or before the Closing Date, the Purchaser shall execute and deliver to the Vendor on the Closing Date, without cost or charge, an Acknowledgement permitting the Vendor to register after the Closing Date any such easements on behalf of the Purchaser.
30. The Purchaser acknowledges that the real property dimensions as set out in this Agreement, any Sales Brochures or Site Plan, are approximate only. In the event one or more of the lot width (whether at the lot frontage or rear) or depth of the Property or the square footage of the Dwelling Unit as a whole are varied by up to and including five (5%) percent from those specified in this Agreement or any Sales Brochure or Site Plan the Purchaser agrees to accept all such variations without claim for compensation or abatement in the Purchase Price and this Agreement shall be read with all amendments required thereby. If any such variation exceeds five (5%) percent, the Purchaser, may terminate this Agreement by notice in writing to the Vendor at least 60 days prior to the Closing Date and the Purchaser shall be entitled to a refund of the deposit monies only, without interest, and the Vendor, Vendor's agent and the Purchaser shall be relieved of all further obligations and liabilities. If the Purchaser does not elect to terminate this Agreement, as aforesaid, then the Purchaser by closing the transaction herein waives their right to make any claim against the Vendor or agent arising from the discrepancy in the size of any dimension as hereinbefore referred to or provided. If the Property is irregular in shape (i.e., not a rectangle) and if any dimension is noted by the Vendor the dimension may be calculated in accordance with the municipal zoning by-law at the front set back line, and not at the boundary of the Property.
31. The location of mechanical installations may not be as shown on the Sales Brochures and will be located in accordance with approved plans and/or good construction practice and may result in room size or garage size reduction commensurate with the mechanicals being installed. Ceiling height of the Dwelling Unit is measured from the upper surface of the concrete floor slab, or subfloor, to the underside of the joists. Floor finishing, ceiling details, lighting and HVAC equipment may affect the actual finished floor to ceiling heights of the Dwelling Unit. In addition, where ceiling bulkheads are installed within the Dwelling Unit, and/or where dropped ceilings are specified or required, as determined by the Vendor, in accordance with approved plans and/or good construction practice, and/or where other plumbing, mechanical systems, electrical or HVAC equipment is located in the ceiling, then the ceiling height of the Dwelling Unit will be less than that represented, and the Purchaser shall be obliged to accept same without any abatement or claim for compensation whatsoever. The Purchaser acknowledges being advised by the Vendor that the Vendor has experienced a high rate of theft of air-conditioning units when they are installed prior to the Closing Date. Accordingly, the Purchaser acknowledges that if this Agreement herein calls for the Vendor to install an air-conditioning unit, the Vendor has the right to install that unit, in accordance with this Agreement, within seven (7) days after the Closing Date. The Purchaser shall not be entitled to any holdback on account of the Purchase Price notwithstanding that the air-conditioning unit is not installed at the Closing Date. Notwithstanding the foregoing, in the event that the Purchaser requires the air-conditioning unit to be installed prior to the Closing Date, the Purchaser shall make written request therefor, such request to be received no later than thirty (30) days prior to the Closing Date by way of separate written request addressed to the Vendor's solicitor. The Purchaser acknowledges that the Purchaser shall assume all liability for the air-conditioning unit in the event that it is stolen after its installation prior to the Closing Date and the Vendor shall not be obliged to replace same nor shall there be any adjustment in the Purchase Price with respect thereto.
32. Where any portion of any fence is within fifteen (15) centimeters of the property line, such fence shall be deemed not to be an encroachment at that point (the "**Permitted Encroachment**") and the Purchaser agrees to accept title to the Property and to complete the sale contemplated herein, without abatement of the Purchase Price and without objection thereto. If any portion of any fence is located more than 15 centimeters within the property line (an "**Unpermitted Encroachment**"), then the Purchaser shall complete the transaction herein either upon the Vendor's undertaking to take all reasonable lawful steps to remove the Unpermitted Encroachment or, at the Vendor's sole option, upon an abatement in the Purchase Price, such abatement to be calculated by multiplying the Purchase Price of the lot only without a Dwelling Unit (or the fair market value of the lot only without a Dwelling Unit as determined by the Vendor in its sole, absolute and unfettered discretion) by the ratio of the area of the Unpermitted Encroachment to the total area of the Property. Despite anything hereinbefore set out, the whole of any fence, or acoustic barrier, erected by any governmental authority, utility or railway or pursuant to any Subdivision, Site Plan or Development Agreement shall be deemed to be a Permitted Encroachment.
33. The Vendor shall have the right to store topsoil on the rear of the Property after the Closing Date, which topsoil shall remain the property of the Vendor, to be used by the Vendor to complete the final grading of the subdivision. The Vendor shall have the right, after the Closing Date, to enter from time to time and remove same.
34. In the event the Property borders land owned by any government, utility, or railway such authority may require fences, entrance gates or other structures to be located within the property line and the Purchaser agrees to accept same and agrees to maintain same, if required by such authority.
35. The Purchaser acknowledges that the Subdivision Agreement and/or any other development agreements entered into between the Subdivider and the Municipality may require the Vendor to provide the Purchaser with certain notices ("**Subdivision Agreement Notices**"), including, but not limited to, land usage, maintenance of Municipal fencing and acoustic barriers, school transportation, noise levels from adjacent roadways or properties, noise and/or vibration levels from nearby railway lines, the absence of door-to-door mail delivery, the location of "super mailboxes", and in general, any other matter that may be deemed by the Municipality to inhibit the enjoyment by the Purchaser of this Property. In the event the Subdivision Agreement is not registered as of the date of acceptance of this Agreement, and therefore the Subdivision Agreement Notices are not yet available, or if after they are available, they are amended by the Municipality, or are inadvertently omitted or misquoted by the Vendor herein, and if the Municipality requires the Purchaser to receive a copy of the Subdivision Agreement Notices, then a copy of the Subdivision Agreement Notices as revised as necessary, shall be sent to the Purchaser's address as shown on this Agreement or to the Purchaser's solicitor and such communication (whether by mail, fax or e-mail) shall be deemed to constitute appropriate notification. In any event the Vendor shall have no liability for failure to deliver any such warning clauses or notices to the Purchaser or if such warning clauses fail to come to the attention of the Purchaser. The Purchaser agrees to be bound by the contents of any such notice and covenants to execute forthwith upon request, an acknowledgment containing such notice if and when requested to do so by the Vendor. The Purchaser further acknowledges that the height, style, location, paint or stain colour, or even the prohibition of fencing may be regulated by the Subdivision Agreement, Site Plan Agreement, Municipal by-laws, Architectural control guidelines or Fire Department regulations. The Purchaser acknowledges and agrees that easements over the property may be required to allow access to the rear yards of internal townhouse units and the Purchaser agrees to grant such easements after the Closing Date if necessary. The Purchaser agrees to abide by any such requirement and acknowledges that breach of this covenant or any such regulation or agreement may entitle the Vendor, the Subdivider, or the Municipality to enter upon the Property without notice to repair, rectify, or demolish contravening fences or

other structures or improvements, all at the Purchaser's expense. The Purchaser further acknowledges that some Municipally required subdivision features, including but not limited to fencing and acoustic barriers, might be entirely and well within the property line and that it may be the Purchaser's responsibility to repair and maintain such subdivision features.

36. The Purchaser agrees that title may on the Closing Date be subject to one or more Subdivision or other Development Agreements and that the Subdivider has agreed at its own expense to construct, install and pay for roads, sanitary sewers, watermains and all other services in accordance with the requirements of the Municipality, which the Vendor herein is not responsible to construct, install or pay for. The Purchaser agrees that the Vendor shall not be obligated on the Closing Date or thereafter to obtain releases of such Subdivision or other Development Agreements provided that the same have been complied with as of the Closing Date and the Purchaser shall make such inquiries as are necessary to be satisfied as to such compliance.
37. The Vendor has agreed to acquire registered title to the Property from the Subdivider on terms set forth in a separate agreement. In the event of default by the Subdivider in compliance with the requirements therein contained, or in the event the Subdivider exercises its right, by reason of adverse soil conditions affecting the Property, to terminate the agreement as it relates to the Property, or if the Vendor fails to acquire title through no fault of the Vendor, this Agreement shall be deemed to be frustrated and this Agreement shall be terminated, all deposit monies shall be repaid to the Purchaser without interest or deduction (except as may be required by Tarion), and all parties hereto shall be relieved of any liability or obligation hereunder. The Purchaser acknowledges that all matters external to the lot are the responsibility of the Subdivider from whom the Vendor has acquired the lot upon which the Dwelling Unit is to be built and that any information shown or provided for on any sketch, schedule or plan, relating to matters external to the Lot, whether attached to this Agreement, contained in any Sales Office or marketing material, shall be considered to be preliminary only. The Purchaser agrees to accept any variation or change with respect to any and all information external to the Lot being acquired including: the location of sidewalks, transformers, poles or lights, telephone or cable services, hydrants, curb cuts, landscape features, community amenities, and street configuration, direction or name, without abatement in the Purchase Price and the Vendor shall have no liability or obligation with respect to such change or variation to any matters which are external to the Lot.
38. The Purchaser acknowledges that title may be conveyed directly from the Subdivider of the lands, or a third party owner of the lands and not the Vendor herein, and the Purchaser hereby releases the Subdivider, or third party owner of the lands, from all obligation, liability and responsibility whatsoever arising out of or associated with the construction of the Dwelling Unit and installation of all other improvements within the lot boundaries and the Purchaser agrees to execute and deliver on the Closing Date a separate acknowledgment and release in favour of the Subdivider, or third party owner of the lands, to this effect.
39. In the event any mortgages are outstanding on the Closing Date the discharge of which is the Vendor's obligation, the Purchaser agrees to accept the Vendor's solicitor's undertaking to obtain and register discharge of same within a reasonable period of time after the Closing Date in full satisfaction of the Vendor's obligation in that regard. In the event that, on the Closing Date, a charge is registered on title to the Property in favour of a Chargee other than a bank, insurance company, trust company or other like institutional Chargee (hereinafter the "**Private Mortgage**"), which Private Mortgage is to be discharged on or before the Closing Date, and if the Purchaser does not wish to accept the Vendor's solicitors' undertaking in that regard, then the Purchaser's solicitor shall provide notice in writing to the Vendor's solicitor, at least fifteen (15) days prior to the Closing Date requiring it to be discharged on the Closing Date.
40. The Vendor warrants that, on the Closing Date, all conditions in the Subdivision or other Development Agreements, which restrict occupancy, will have been complied with, and the Municipality will have approved the Dwelling Unit for occupancy. The Purchaser shall not call for the production on the Closing Date of an occupancy permit issued by the Municipality but shall accept the prescribed Tarion evidence as to availability of occupancy without the necessity of an occupancy permit. The Purchaser acknowledges that some Municipalities do not issue written occupancy permits. If work exterior to the Dwelling Unit, such as fencing and acoustical barriers, remains incomplete and the Municipality will not grant occupancy unless it is in receipt of an Indemnity, or any other document as may be required by the Municipality, from the Purchaser with respect to such incomplete work, the Purchaser shall execute and deliver to the Vendor forthwith upon request an Indemnity, or any other document as may be required by the Municipality, in the form required by the Municipality. The Purchaser agrees to forthwith upon request to do all acts and execute and deliver all documents, both before and after the Closing Date, as may be required by the Vendor or the relevant Municipality in connection with the acceptance of the subdivision as a whole by the Municipality. Failure to comply with this paragraph is a FBOC.
41. Provided the title is good and free from all encumbrances except as herein provided, and except as to building and other restrictions, Municipal Subdivision and other development agreements and to any easement or right-of-way granted or to be granted for installation and/or maintenance of any service such as, but not limited to, public or private utilities including water, sewage, storm water drainage, gas, or electricity, and any and all telecommunications or cable lines whether servicing this or neighbouring properties, transmitting and receiving systems, mutual driveways, and for maintenance of adjoining dwelling units, if applicable. The Purchaser covenants and agrees to execute and deliver, without cost or charge to the Vendor, any such easements or rights-of-way after the Closing Date, within seven (7) days after receipt of written request therefor from the Vendor and shall also obtain the postponement to any such easement or right-of-way for any mortgages registered by or on behalf of the Purchaser. Furthermore, title to the Property may be subject to encroachments by portions of the buildings located on abutting lands, including without limitation eaves, eavestroughing, or other attachments to the roofs, vents, pipes, wires or cables and the Purchaser further acknowledges that portions of the Dwelling Unit may encroach onto abutting lands. Purchasers of all semi-detached or townhouse Dwelling Units acknowledge and agree that owners of adjoining semi-detached and townhouse dwelling units shall be permitted to have unfettered access and use of portions of the roof of their Dwelling Unit for purposes of maintaining, repairing and/or replacing, the whole or any portion of exposed facades which extend above the roof line of their Dwelling Units. The Purchaser accepts legal access to the subject Property even though it may be restricted by .3 metre reserves owned by the Municipality and not yet dedicated as public highway. The Purchaser is not to call for the production of any title deeds, abstract or other evidence of title except as are in the possession of the Vendor. The Purchaser is to be allowed until sixty (60) days prior to the Closing Date, to examine the title at the Purchaser's own expense and if, within that time, any valid objection to title is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove or to obtain title insurance to cover (with all related costs at the expense of the Purchaser) and which the Purchaser will not waive, this Agreement shall, (except for the Purchaser's obligations for extras or changes), notwithstanding any intermediate act or negotiations, be void and the deposit money shall be returned, without interest, and the Vendor and the Agent shall not be liable for any damages or costs whatsoever. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Property. Except where electronic registration of the documents is available, the Purchaser agrees to attend at the appropriate Registry Office at Twelve o'clock (noon) on the Closing Date to complete this transaction unless an alternate time has been specifically agreed upon between the Vendor and the Purchaser or their respective solicitors, in default of which attendance by the Purchaser, the Purchaser hereby waives tender by the Vendor and the Vendor need not thereafter establish that it could have effected a sufficient, good and valid tender upon the Purchaser. Any tender of documents or money or giving of notice herein may be made or given either upon or to the party hereto or the party's solicitor and money may be tendered by negotiable cheque certified by a Canadian Schedule "1" Chartered Bank. The balance due on the Closing Date shall be paid by certified cheque drawn on an Ontario lawyer's trust account on the Closing Date drawn in favour of those parties as may be directed by the Vendor and/or its solicitors.

42. The Vendor may assign this Agreement and its covenants and obligations herein to a third party, provided following such assignment, the Vendor shall notify the Purchaser of such assignment.
43. The Purchaser acknowledges receipt of notice from the Vendor that the Vendor and/or the Subdivider may apply for a re-zoning with respect to blocks or lots not purchased hereunder as laid down by the Plan of Subdivision or with regard to the lands adjacent to or near the lands laid down by the Plan of Subdivision, and the Purchaser, the Purchaser's successors and assigns, shall consent to any such application and agrees that this paragraph may be pleaded as a bar to any objection by the Purchaser to such re-zoning. The Purchaser covenants to include this clause in any conveyance, mortgage or disposition of the Property and to assign the benefit of such covenant to the Vendor.
44. This Agreement is conditional and shall be effective to create an interest in the Property only if the subdivision control provisions of the Planning Act are complied with by the Vendor on or before the Closing Date. This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario as such laws from time to time shall be in effect.
45. The Vendor will provide the Purchaser with a survey of the Property prepared by an Ontario Land Surveyor, showing the Dwelling Unit under construction, within seven (7) days of the Purchaser requesting same, provided that the Purchaser shall not request the survey more than twenty-one (21) days before the Closing Date.
46. The Purchaser acknowledges and agrees that in the event the Dwelling Unit being purchased herein is a semi-detached Dwelling Unit the subject lot will not necessarily be divided equally but may instead be divided in unequal proportions. The Purchaser agrees to accept any such unequal division of the lot.
47. The following provisions shall apply to your Closing, namely:
- a) the Purchaser shall be obliged to retain a solicitor in good standing with the Law Society of Ontario (LSO) no later than thirty (30) days following acceptance of this Agreement and shall inform the Vendor with respect to the particulars of same, to represent the Purchaser in connection with the completion of the transaction, and shall authorize such solicitor to enter into an escrow closing agreement with the Vendor's solicitor on the latter's standard form (hereinafter referred to as the "**Escrow Document Registration Agreement**"), establishing the procedures and timing for completing this transaction. The Escrow Document Registration Agreement shall be consistent with the requirements of LSO. Should the Purchaser fail to retain a solicitor and maintain such retainer until successful completion herein or fail to inform the Vendor of the solicitor's identity as hereinbefore required, such omission shall be an anticipatory breach of this transaction entitling the Vendor to pursue all of its rights and remedies with respect to same;
  - b) the delivery and exchange of documents and monies for the Property and the release thereof to the Vendor and the Purchaser, as the case may be:
    - I. shall not occur contemporaneously with the registration of the transfer/deed (and other registerable documentation); and
    - II. shall be governed by the Escrow Document Registration Agreement, pursuant to which the solicitor receiving the documents and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provision of the Escrow Document Registration Agreement.
  - c) if the Purchaser's solicitor is unwilling or unable to complete this transaction via ERS, in accordance with the provisions contemplated under the Escrow Document Registration Agreement, then said solicitor (or the authorized agent thereof) shall be obliged to personally attend at the office of the Vendor's solicitor at time of the scheduled Closing Date as may be directed by the Vendor's solicitor or as mutually agreed upon, in order to complete this transaction via ERS utilizing the computer facilities in the Vendor's solicitor's office;
  - d) the Purchaser expressly acknowledges and agrees that he or she will not be entitled to receive the transfer/deed to the Property for registration until the balance of funds due on closing, in accordance with the statement of adjustments, are either remitted by certified cheque from the Purchaser's solicitor's trust account via personal delivery or if agreed to by the Vendor's solicitor, by wire transfer from the Purchaser's solicitor's trust account to the Vendor's solicitor (or in such other manner as the latter may direct) prior to the release of the transfer/deed for registration;
  - e) each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the Property shall be delivered to the other party hereto on or before the Closing Date; and
  - f) notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor's solicitor has:
    - I. delivered or electronically posted all closing documents and/or funds (if applicable) to the Purchaser's solicitor in accordance with the provisions of the Escrow Document Registration Agreement
    - II. has completed all steps required by ERS in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor without the cooperation or participation of the Purchaser's solicitor; without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the aforementioned documents and/or funds and without any requirement to have an independent witness evidencing the foregoing;
  - g) If the Purchaser or their respective solicitor fails to deliver closing funds and documents to the Vendor's solicitor by 4:30 p.m. on the Closing Date, the Purchaser hereby waives tender and the Vendor shall need not thereafter establish that it could have effected tender upon the Purchaser. The parties agree that the delivery of documents (other than documents to be registered) on the Closing Date may occur by facsimile or electronic transmission or similar system reproducing them, provided that all documents have been properly executed by the appropriate parties, save and except for such documents as may be specified by the Vendor's solicitors as required original copies to be delivered on the Closing Date. The person transmitting the documents shall also provide original documents to the recipient within the time required by the Escrow Document Registration Agreement;
  - h) Pursuant to subsection 3(1) of the Electronic Commerce Act of Ontario (the "**ECAO**"), as amended (or any successor or similar legislation) the Purchaser consents to use and accept any information and/or document to be provided by the Vendor and/or its solicitors in respect of this transaction in an electronic form if, when and in the form provided by the Vendor and/or its solicitors. The Vendor acknowledges and confirms that the Vendor has authorized its solicitors noted herein to transmit all information and documents executed by the Vendor in an electronic format with a "trued up" or copy of the signature(s) of an authorized signing officer(s) of the Vendor and that such "trued up" or copy of the signature(s) shall satisfy the signature requirements of the ECAO as an electronic signature unless otherwise prescribed by the ECAO wherein such other prescribed signature format shall be incorporated herein. The Vendor agrees that it shall be bound by all such information and documents when so transmitted and shall continue to be bound from and after the Closing Date as therein provided.
  - i) The Purchaser shall reimburse the Vendor on Closing Date for the legal costs incurred with respect to electronic registration in the amount up to \$500.00 plus taxes.

**EXTENSIONS:**

48. The Vendor has the right to extend the Closing Date herein in accordance with the Addendum attached hereto, including without limitation the right for a one-time unilateral extension in its sole, absolute and unfettered discretion, to extend the Closing Date for one (1) business day (as defined in the Addendum) to avoid the necessity of tender, where the Purchaser is not ready to close on the Closing Date. In such a case, delayed closing compensation will not be payable to the Purchaser as

set out in the Addendum. If the Dwelling Unit type cannot be sited or built on the Property in accordance with the requirements of the Municipality, subject to the right of the Vendor to make such changes to the Dwelling Unit as herein set out, this Agreement shall be considered as frustrated and the Purchaser shall be entitled to a refund of the deposit monies, with interest, but in no event shall the Vendor or the Real Estate Broker or any of its agents be liable for any damages or costs whatsoever.

**ADJUSTMENTS ON CLOSING:**

49. In the event the Municipality requires the installation of air conditioning in the subject Dwelling Unit, the Purchaser covenants and agrees to pay the cost therefore as an adjustment on the Closing Date, unless the provision of such air conditioning is included on a Purchaser's Extra sheet, such cost to be absolutely determined by Statutory Declaration on the part of the Vendor.
50. Utilities, including fuel, water rates, and hydro, to be apportioned and allowed to the Closing Date. Where, by the Closing Date, the Vendor is in receipt of a final land tax bill for the Property for the year of closing, taxes will be adjusted based upon such final land tax bill with the Vendor to receive a credit on the statement of adjustments for the Purchaser's proportionate share of the entire year's land taxes whether or not paid, and the Purchaser shall close on the Vendor's undertaking to pay such land taxes as they fall due. Otherwise, land taxes shall be adjusted based upon the Vendor's reasonable estimate of such year's land taxes with the Vendor to receive a credit on the statement of adjustments for the Purchaser's proportionate share of the entire year's land taxes, so estimated, and without further readjustment, and the Purchaser shall close on the Vendor's undertaking to pay such land taxes as and when the final land tax bill for the Property is received. Notwithstanding the foregoing, Municipal Realty Tax reassessment, supplementary tax bills and omitted tax bills relating to the Dwelling Unit constructed on the Property, regardless of the date of the bill, shall be the sole responsibility of the Purchaser.
51. The Purchaser covenants and agrees to reimburse the Vendor on the Closing Date for the enrollment fee paid by the Vendor for the Dwelling Unit with regard to Tarion and the Regulatory Oversight Fees paid by the Vendor to the Home Construction Regulatory Authority (HCRA).
52. The Purchaser agrees to take all necessary steps to immediately assume, charges for hydro, gas, water and other services, and the Vendor may recover any payments therefore from the Purchaser should they fail to have the utilities transferred to their name on the Closing Date. The Purchaser shall ensure that the utility providers have all necessary information to set up the utility accounts in the Purchaser's name as of the Closing Date. As more particularly set out in Schedule "HWT", the Vendor may enter into an Equipment Rental Agreement ("ERA") for a water heating system (which may be a tank or tankless system and related equipment). Purchaser will assume the ERA on the Closing Date without any further documentation being required. If the Vendor, or rental equipment supplier, requires any further information, or documentation to be signed by the Purchaser in relation to the ERA; the Purchaser is obligated to deliver same forthwith upon written request. If the water heating system is not a rental, the Purchaser shall reimburse the Vendor on the Closing Date the cost of the water heating system, such cost to be determined by Statutory Declaration sworn on the part of the Vendor. The water meter is not included in the Purchase Price. The Purchaser shall pay on the Closing Date the sum of Four Hundred and Fifty Dollars (\$450.00) (plus HST) for the cost of, or the charge made for, water service or installation of the water meter.
53. The Purchaser shall provide a refundable deposit on the Closing Date (the "**Security Deposit**") to secure compliance with the Purchaser's obligations hereunder including, without limitation, the Purchaser's grading and subdivision damage covenants. Such Security Deposit shall be equal to the lesser of point six percent (.6%) of the Purchase Price or Six Thousand Dollars (\$6,000.00), all re-adjustments, without interest, to be made upon written request following Assumption, and after confirmation from the Vendor's project managers as to compliance with the Purchaser's obligations, as aforesaid. The Vendor has no obligation to return the Security Deposit to the Purchaser and such Security Deposit is hereby forfeited by the Purchaser if such written request is made more than five (5) years after Assumption. The Security Deposit is only refundable to the person(s) who are named on the transfer from the Vendor on the Closing Date.
54. The Purchaser shall pay to the Vendor, as an adjustment on the Closing Date, the amount of any increases in construction costs or additional expenses expended or incurred by the Vendor for the completion of the dwelling or property and which are over and above those costs or expenses contemplated as at the date of the Purchaser's execution of this Agreement, and which costs or expenses arise as a result of and/or caused by changes to the Ontario Building Code or any other federal, provincial, municipal or other governmental or utility authority requirement or obligation (any such increase or additional expense being collectively referred to as the "Added Cost"). The amount of the Added Cost shall be determined by a Statutory Declaration sworn on the part of the Vendor, which the Purchaser agrees to accept as the sole and absolute proof thereof and to which the Purchaser agrees to be bound.
55. Any other charge or cost provided for in Schedule "GP" or Schedule "TH" (as applicable) or elsewhere in this Agreement, the Schedules attached hereto or any amendment or modification thereof. The amount charged or to be charged by the Vendor's solicitors to the Vendor representing the transaction levy imposed by the Law Society of Ontario or any similar authority with respect to the within transaction. Unless otherwise provided for on a separate schedule or schedules, if the Vendor agrees to take back a mortgage(s), the Purchaser acknowledges that the Vendor's solicitors shall act for the Vendor in respect of the mortgage(s). The Purchaser shall pay on the Closing Date as an adjustment the mortgagee's legal fees and registration expenses in the sum of Seven Hundred and Fifty Dollars (\$750.00) (plus HST) plus disbursements per mortgage with respect to such mortgage(s), plus the levy of the Law Society of Ontario with respect to each such mortgage(s) registration.
56. . All proper readjustments shall be made after the Closing Date, if necessary, forthwith upon request. Any monies owing to the Vendor pursuant to such readjustments or as a result of any expenses incurred by the Vendor arising from a breach by the Purchaser of any of the Purchaser's obligations described in this Agreement shall be payable upon written demand by the Vendor and shall bear interest from the date of written demand at the rate of 1.25% (one and one quarter percent) per month, or 15% (fifteen percent) per annum, not in advance and shall be a charge on the Property until paid and such charge shall be enforceable in the same manner as a mortgage in default.

**VENDOR'S RIGHTS AFTER CLOSING:**

57. At any time prior to Assumption, the Vendor may, following seven (7) days written notice to the Purchaser (except in the case of an emergency when no prior notice shall be required) enter upon the Property and relocate or remove any improvements made or installed by the Purchaser to the Dwelling Unit or the Property (which without limiting the generality of the foregoing includes air conditioning units, garden sheds, patios, porches, fences, plantings and driveway widenings, alterations in curbs or curb cuts) which do not conform or comply with the applicable By-Laws, Site Plan or Subdivision Agreement or which were installed without the requisite permits or approvals or which the Municipality or other lawful authority requires to be removed or rectified before Assumption, and the Vendor shall not be liable to the Purchaser for such removal or relocation nor shall the entry by the Vendor its servants or agents be considered a trespass. The Purchaser shall indemnify and save the Vendor harmless from any cost, charge, expense, interest, legal fees and disbursements on a full indemnity basis, penalty or outlay which arises from delay in Assumption and forthwith reimburse the Vendor for any and all costs, charges and expenses including overhead and supervision with respect to any work undertaken or performed by it.

58. The Purchaser agrees that the Vendor, the Subdivider or their servants or agents may, for such period after the Closing Date as is designated by the Vendor and/or Subdivider have the right to enter upon the Property; (a) after completion of the transaction in order to complete such items as are included in the Certificate of Completion and Possession; and (b) at all reasonable hours to inspect, repair, complete or rectify construction or grading and undertake modifications to the surface drainage, including installation of catch basins, (c) enter upon the Property and relocate, remove any improvement made or installed by the Purchaser which do not conform or comply with the applicable By-Laws, Site Plans or Subdivision Agreement or which were installed without the requisite permits or approvals or which the Municipality or other lawful authority required to be removed or rectified before Assumption, without liability therefore, and the Transfer/Deed may contain such a provision. Further, the Vendor shall have the right after the Closing Date, to enter upon the Property at all reasonable hours to permit access to complete construction, grading or any matter required by the Subdivision Agreement or Site Plan, on this or other properties in the subdivision or to complete the Dwelling Unit on this or any lands, provided however, the Vendor shall be responsible for all repairs to any damages caused by its entry as aforesaid to the Dwelling Unit constructed upon the Property by the Vendor. The Purchaser acknowledges that the Dwelling Unit is being constructed in a subdivision, which is, and may for some substantial period of time, be under construction and which will require the Vendor to enter upon the Property after the Closing Date. As such the Purchaser hereby indemnifies the Vendor and releases the Vendor from any liability caused by the Vendor or its trades and arising from damage to, destruction or removal of Purchaser's improvements or additions to the Property including, without limiting the generality of the foregoing, underground sprinklers, paving, interlocking stone or brick, fencing, air conditioning units, landscaping or decorative features, installed by the Purchaser on or after the Closing Date and prior to Assumption .
59. . The Vendor may reserve and register a Vendor's lien and/or charge which may be registered on or after the Closing Date, following the Vendor's usual form, for unpaid monies or adjustments or claims herein, including without limitation the HST Rebate, provided together with the applicable or relevant interest thereon as set forth elsewhere in this Agreement. The Purchaser covenants and agrees to forthwith pay all costs in relation to such Vendor's lien, including without limitation, the Vendor's solicitor's legal fees and disbursements and the cost to register such Vendor's lien and/or charge on title to the Property. The Vendor will upon request deliver to the Purchaser (for registration at the Purchaser's expense) a release of the Vendor's lien and/or charge after such unpaid monies, adjustments or claims herein provided, as applicable, together with the interest thereon as provided for herein have been received by the Vendor. The Purchaser acknowledges and agrees that whenever the Vendor may have a right to a lien for any monies that may be owing to the Vendor from time to time, without prejudice to any of the Vendor's rights and remedies, may be secured by a charge in favour of the Vendor. On the Closing Date the Purchaser, and if applicable including the Purchaser's spouse, covenants and agrees to deliver to the Vendor, the Vendor's form of Acknowledgement and Direction authorizing the Vendor to register a charge upon the applicable lands for any monies that may be owing to the Vendor notwithstanding that the right to lien and/or charge the lands may not exist until after written demand by the Vendor.

**MISCELLANEOUS:**

60. The Purchaser acknowledges that the Dwelling Unit has been purchased on the basis of Sales Brochure material, which the Purchaser has viewed and not necessarily from a model. Notwithstanding anything herein written, if at the time that this Agreement is executed, the Dwelling Unit constructed on the Property has already been substantially completed, the Purchaser shall purchase the Property in an "as built" condition rather than in accordance with any other representations herein contained or in any sales brochure. The Purchaser acknowledges that all references to sales brochures, Site Plans, plans or marketing material in this Agreement includes paper, electronic or internet versions of the foregoing. The Purchaser acknowledges that the marketing material, sales brochures, Site Plans and/or plans may be amended from time to time. Should any information contained in the Sales Brochure, Site Plans, plans or marketing material be material to the Purchaser's purchase of the Dwelling, the Purchaser shall ensure that said information is contained in this Agreement or any amendments thereto, failing which the Purchaser shall not be able to rely on the information contained therein.
61. The Purchaser acknowledges that the model homes, if any, are for display purposes only, and that some or all of the features contained therein, such as but not limited to furniture and appliances, may not be included in the Dwelling Unit unless the same is specifically provided for in any schedule forming part of this Agreement.
62. The Vendor shall have the option to collect and remit the retail sales tax, if any, payable by the Purchaser on any adjustments set out in this Agreement on chattels which are purchased in this transaction as a charge on the Closing Date and the allocation of such chattels to be estimated, if necessary, by the Vendor.
63. The deposit monies and further deposit monies are expressly deemed to be deposit monies only and not partial payments. Default in payment of any amount payable pursuant to this Agreement on the date or within the time specified, shall constitute substantial default hereunder, and the Vendor shall have the right to terminate this Agreement and the Purchaser shall forfeit all deposit monies in full. In the event of a termination of this Agreement for the Purchaser's default, the deposit monies and further deposit monies are also expressly deemed not to be applied or credited towards the purchase price and shall not serve as a credit (or any other form of set-off) as against the damages incurred by the Vendor. Without prejudice to the Vendor's rights as to forfeiture of deposit monies as aforesaid, and in addition thereto, the Vendor shall have the right to recover from the Purchaser all additional costs, losses and damages arising out of default on the part of the Purchaser pursuant to any provisions contained in this Agreement, including but not limited to interest thereon from the date of demand for payment at the rate of 1.25% (one and one quarter percent) per month, or 15% (fifteen percent) per annum, not in advance until paid. In the event of default hereunder by the Purchaser entitling the Vendor to retain the deposit monies, the Vendor, without limitation to its rights hereunder or at law to recover or collect any other sum or amount shall also be entitled to collect from the Purchaser, as part of the Vendor's genuine pre-estimate of its damages, amounts calculated as follows: management and supervision fees in the amount of \$100.00 per day and insurance costs in the amount of \$25.00 per month or part thereof, from the date of termination of this Agreement due to the Purchaser's default to the date of completion of the resale of the Property. In the event that this Agreement is terminated through no fault of the Purchaser, all deposits shall be returned to the Purchaser without interest. If this Agreement relates to a Common Element Condominium, the Purchaser acknowledges that the Vendor shall not be required to return any amount paid by the Purchaser to the Vendor as Occupancy Fees. The Purchaser further acknowledges that the Vendor shall not be liable for any damages or costs whatsoever incurred by the Purchaser resulting from the termination of this Agreement including, without limiting the generality of the foregoing, relocation costs, professional fees and disbursements, opportunity costs, loss of bargain or any other damages or costs incurred by the Purchaser, directly or indirectly. The Purchaser acknowledges and agrees that this provision may be pleaded by the Vendor as a complete defense to any claim which may be made by the Purchaser against the Vendor.
64. If the Purchaser has received a credit or reduction against the Purchase Price in order to induce the completion of this transaction, accelerate the Closing Date of this transaction or to change or alter the construction specification of the Dwelling Unit and thereafter the Purchaser fails to complete this transaction, all damages shall be assessed as if such credit or reduction had not been granted.
65. The Purchaser acknowledges and agrees that a two hundred and fifty dollar (\$250.00) administrative fee, plus HST, shall be charged to the Purchaser for any cheque, wired funds or direct deposit from the Purchaser's solicitor's trust account paid to the Vendor or the Vendor's solicitors with respect to any deposit payable pursuant to this Agreement or any extras or upgrades which is returned "N.S.F.", "Not Cleared" or upon which a "Stop Payment" has been ordered and such administrative fee

shall be paid within five (5) days of written demand therefore. In addition, the Purchaser shall pay any legal fees and disbursements charged by the Vendor's solicitors, as well as any administrative fees charged by the Vendor, plus applicable taxes, in connection with the Purchaser's failure or delay in complying with the terms of this Agreement, or in connection with any changes to adjustments or documentation necessitated by the Purchaser or their solicitors providing incorrect information or amending information previously provided, which fees shall be paid within five (5) days of written demand by the Vendor or its solicitors, or such earlier date as required by the Vendor or its solicitors. A two hundred and fifty dollar (\$250.00) plus applicable taxes, administrative fee shall be charged to the Purchaser for each wire transfer or direct deposit of funds to the Vendor's solicitors; and for each deposit cheque in the possession of the Vendor's solicitors that the Vendor permits to be: (i) exchanged for a replacement cheque; or (ii) deposited on a later date than the date indicated on the face of the said cheque; where such exchange or late deposit is at the request of the Purchaser. The Vendor may require that any replacement cheques be certified and are drawn from either the Purchaser's lawyer's trust account or the Purchaser's personal account (bank drafts from a Canadian Schedule "1" Chartered Bank, only will be accepted). The Purchaser shall only receive a credit for amounts actually received by the Vendor or the Vendor's solicitors pursuant to this Agreement. Any wire transfer fees or other bank or other charges deducted or paid out of Purchaser deposits or other monies paid by or on behalf of the Purchaser hereunder shall likewise be deducted from the corresponding amount to be credited to the Purchaser. Upon request from the Vendor, from time to time, the Purchaser will provide the Vendor evidence, in a form acceptable to the Vendor in its sole and unfettered discretion, that deposits were made with respect to the purchase of the Dwelling Unit.

66. In the event any one or more of the provisions of this Agreement or any portion or portions thereof are invalid or unenforceable, the same shall be deemed to be deleted herefrom and shall not be deemed to affect the enforceability or validity of the balance of this Agreement. The Purchaser, if required by the Vendor, shall execute and deliver on the Closing Date one or more covenants incorporating the terms hereof.
67. The Purchaser acknowledges that the new home industry is multi-faceted and complex and that while sales agents are knowledgeable about most issues regarding the purchase and construction of a new home, they cannot be expected to know all aspects in detail. Accordingly, the Purchaser acknowledges that no representations have been made to the Purchaser, upon which the Purchaser relies, and which were essential to the Purchaser's decision to purchase this Property, except as are set forth herein in writing. There is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property, or supported hereby, except as set forth herein in writing. The Purchaser is encouraged to have this Agreement reviewed by the Purchaser's solicitor prior to signing same. In the event there is a conflict between any term(s) in this Agreement, the Vendor shall determine which conflicting term(s) prevail(s). The Purchaser acknowledges and agrees that the covenants and obligations of the Vendor contained in this Agreement shall be those of the Vendor only and should the Vendor represent or act as trustee or agent on behalf of a beneficiary or principal (whether disclosed or undisclosed) in executing this Agreement, such beneficiary or principal shall have no liability under this Agreement, such liability being restricted to the Vendor only.
68. All buildings and equipment shall be and remain at the Vendor's risk until the Closing Date. In the event of any damage to the Dwelling Unit, howsoever caused, the Vendor shall be entitled to the insurance proceeds payable under any insurance policy coverage on the Dwelling Unit. The deed is to be prepared at the Vendor's expense, and shall be executed by the Purchaser if required by the Vendor and shall be registered forthwith on the Closing Date at the Purchaser's expense.
69. In the event that more than one party comprises the Purchaser herein, the obligations of such parties under this Agreement shall be joint and several. After execution of this Agreement, and save as to any agreement to terminate this Agreement, execution of any supplementary document (including without limiting the generality of the foregoing, amendments, extra sheets and colour charts) signed by one of the Purchasers shall be sufficient to bind all Purchasers and each such Purchaser expressly grants the other Purchaser(s) a power of attorney to so execute such documents. Provision of credit card information and verbal authorization to process charges to the Purchaser's credit card shall be good and sufficient authority to do so without signature. The Purchaser hereby consents to the Vendor conducting enquiries or exchanging credit information with the credit agencies concerning this Agreement or the Purchaser at any time. The Purchaser consents to the Vendor's collection and use of the Purchaser's personal information pursuant to this Agreement (the "**Personal Information**") as may be required to complete the construction and sale of the Dwelling Unit to the Purchaser. In addition the Purchaser consents to the distribution of Personal Information to any other trade, businesses, bodies or agencies as deemed appropriate by the Vendor which shall include but not be limited to (i) financial institutions or private lenders; (ii) insurance companies; (iii) any of the Vendor's trades or suppliers, property managers, or any sub-trades and sub-suppliers; (iv) providers of telephone, television, telecommunication, security and utility services; and (v) any taxing authorities, whether Federal, Provincial or Municipal. The Purchaser covenants and agrees to provide to the Vendor, forthwith upon request by the Vendor, all identity and other information required by the Vendor in order to comply with the Proceeds of Crime (Money Laundering) and Terrorist Financing Act, S.C. 2000 as amended, as well as the Financial Transaction and Reports Analysis Centre of Canada. If the Purchaser does not attend in person to sign this Agreement, then the Vendor may be required to verify the Purchaser's identity and/or the validity of their identification remotely or through electronic methods, to comply with various statutes and/or regulations. The Purchaser consents to the collection and use of the Purchaser's image and personal and other information contained on the identification submitted by them for verification purposes, which may include the use of third-party verification software. The Purchaser agrees to provide any information and/or documentation required by the Vendor and/or the verification software in order to verify the Purchaser's identity and/or confirm that the Purchaser's identification is valid. Should the Purchaser fail to provide the documentation or information requested within five (5) days of request from the Vendor, or should the software determine that the identification is not valid or the Purchaser's identity cannot otherwise be confirmed remotely in a fashion that satisfies the regulatory requirements in the Vendor's sole, absolute and unfettered discretion (the "ID Requirements") then the Vendor shall provide notice to the Purchaser to attend in person within five (5) days at a location designated by the Vendor for such purpose, and the Purchaser shall at that time provide such information and identification as requested by the Vendor to satisfy the ID Requirements. If the Purchaser does not satisfy the ID Requirements either remotely and/or in person such failure shall be an FBOC and the Vendor may terminate this Agreement and the Purchaser shall have no right or interest in or to the proposed Dwelling Unit or the Property.
70. This Offer is irrevocable by the Purchaser until one minute before midnight on the irrevocable date as hereinbefore set out, after which time if not accepted, this Offer shall be void and the deposit monies returned to the Purchaser, without interest or deduction.
71. This transaction to be completed on the Closing Date subject to the Vendor's various rights of extension as hereinbefore set out, on which date vacant possession of the Dwelling Unit is to be given to the Purchaser.
72. This Offer is to be read with all changes of gender or number required by the context and when accepted, shall constitute a binding contract of Purchase and Sale, and time shall, in all respects, be of the essence.
73. Headings are for the ease of reference only and shall not be read as part of this Agreement nor limit or modify any of the obligations of either party hereto.
74. All notice required by Tarion, shall be delivered to Purchaser in accordance with the terms of the Addendum. Any other notice required to be given to the Vendor or Purchaser, prior to or on the Closing Date, shall be adequately given if given in writing to the party's solicitor, or to the party's contact information, if any, set out on the Addendum. Any change of contact information by

the Purchaser shall not be effective unless given in writing to the Vendor at its head office. If the Purchaser fails to provide an email address or the email address provided is no longer valid prior to the Closing Date, the Vendor may send any notices required by the Addendum via Registered Mail, and the Vendor will charge the Purchaser a fee of \$25.00 plus HST per notice. Any email updates must be provided in writing to the Vendor's address on the Addendum. Purchaser acknowledges that notice will only be sent to one (1) email address, noted on the Addendum, and that notice to said email address is deemed notice to all Purchasers.

75. In the event that this Agreement provides for any event to occur on a date, which is a Saturday, Sunday, or a Statutory Holiday, such event will occur on the first business day immediately thereafter unless the Tarion rules prescribe a different date in which case the Tarion rules shall prevail with regard to such date.
76. If, on or after registration of the Plan of Subdivision, the lot number of the Property is changed, the Purchaser agrees to accept such variation in lot number and this Agreement shall be read with all amendments required thereby.
77. If, prior to the Closing Date, the Purchaser fails to comply with any of the Purchaser's obligations herein or otherwise breaches any portion hereof, the Purchaser shall be deemed to be in default hereunder, and the Vendor may (in addition to any other remedy) terminate this Agreement whereupon the Purchaser's deposits shall be forfeited to the Vendor on account of liquidated damages and not as a penalty. The Vendor's non-enforcement of any default or remedy shall not be deemed to be a consent to any default or to be a waiver of any continuing or subsequent default.
78. The Purchaser acknowledges receiving one complete executed copy of This Agreement. The Purchaser is responsible for providing a copy of same to its solicitor. If the Purchaser requires any additional copies of this Agreement, for any reason whatsoever, and the Vendor agrees in its sole, absolute and unfettered discretion to provide a further copy; the Purchaser agrees to pay the fee for the additional copy, such fee determined by the Vendor.

**HST:**

79. The parties acknowledge and agree that the Purchase Price stipulated in the within Agreement is inclusive of any applicable Goods and Services Tax and the Harmonized Sales Tax ("GST/HST") levied pursuant to Part IX of the Excise Tax Act (Canada) (the "GST/HST Legislation") and that the actual consideration for the property, exclusive of any extras, requested changes or adjustments as herein provided, is the amount derived by subtracting the GST/HST payable with respect to the within transaction of Purchase and Sale (net all refunds, credits and rebates available to the Purchaser and assigned to the Vendor pursuant to the GST/HST Legislation and any regulations made thereunder) from the Purchase Price (the "Consideration"). The Purchaser acknowledges and agrees that the Vendor shall insert the Consideration in Box 4 of the Transfer/Deed of Land of the property that the Vendor delivers to the Purchaser on the Closing Date.
80. In consideration of the Purchase Price being inclusive of any applicable GST/HST, the Purchaser hereby irrevocably assigns to and in favour of the Vendor (or any other party as may be directed by the Vendor) any and all rights he may have on Closing or thereafter to any refunds, credits, rebates (the "Rebates") available with respect to the within transaction of Purchase and Sale pursuant to the GST/HST Legislation and any regulations made thereunder.
81. Subject to Paragraph 83 below, the Purchaser covenants, warrants and represents that the Purchaser is an individual whom is acquiring the property for use as their primary place of residence (or the primary place of residence of a "relation" as defined in the GST/HST Legislation) and that the Purchaser shall forthwith following the Closing Date personally occupy the property or cause one or more of their relations (as defined in the GST/HST Legislation) to occupy the property as his or their primary place of residence (as defined in the GST/HST Legislation) for such period of time as shall then be required in order to entitle the Purchaser to the Rebates. Ownership and title to the property shall be transferred to the Purchaser and not to any third party.
82. Subject to Paragraph 83 below, the Purchaser covenants and agrees to deliver to the Vendor, on the Closing Date any and all assignments, directions, applications, consents, declarations, undertakings and other documents required by the Vendor to enable the Vendor (or any other party as may be directed by the Vendor) to apply for and receive the Rebates. The Vendor shall have the right to credit the Rebates to the Purchaser and/or Vendor, as applicable pursuant to the provisions hereof on the Closing Date, as determined by the Vendor in its sole absolute and unfettered discretion. The Purchaser hereby irrevocably nominates, constitutes and appoints any officer of the Vendor (or any other party as may be directed by the Vendor) with full power of substitution, as the Purchaser's true and lawful attorney and agent pursuant to the provisions of the Powers of Attorney Act, R.S.O. 1990, with full power and authority in the Purchaser's name, place and stead, to execute, swear to and record any and all documents that may be required in order to have the Rebates paid and/or credited to the Vendor, or as the Vendor may direct, as well as making any minor changes, amendments, deletions or insertions to any documents previously executed by the Purchaser in connection with the Rebates. The Power of Attorney hereby granted is granted in accordance with the Powers of Attorney Act of Ontario and is irrevocable, shall survive the Closing, and will extend to and be binding upon the heirs, executors, administrators, successors and assigns of the Purchaser.
83. In the event that the Purchaser shall, for any reason, fail to qualify for the Rebates, the Purchaser shall indemnify the Vendor in the amount that the Purchaser would have been entitled to had the Purchaser so qualified for the said Rebates, and in the event that such failure to qualify is known on or before the Closing Date, the Vendor shall be credited in the statement of adjustments with the amount of the Rebates.
84. The Purchaser acknowledges that where a credit or credits against the Purchase Price are to be given to the Purchaser on Closing, any or all of such credit or credits, as determined by the Vendor in its sole, absolute and unfettered discretion, shall be reflected as a reduction in the Purchase Price for the purposes of calculation of GST/HST, so as to minimize the amount of GST/HST payable.
85. Notwithstanding that the Purchase Price stipulated in the within Agreement is inclusive of any GST/HST payable, the Purchaser shall, at his own cost and expense, be responsible for payment of GST/HST on all adjustments and amounts payable for extras and any increase in the rate of GST/HST after the date hereof up to and including the Closing Date.
86. The parties acknowledge and agree that as part of and included in the Purchase Price stipulated in the within Agreement, the Vendor has paid as agent for and on behalf of the Purchaser, for certain taxes, levies, imposts, building permit fees and certain development charges including education development charges and park surcharges applicable to the Property. The parties acknowledge and agree that these amounts may be shown separately in the Statement of Adjustments and subject to the GST/HST.
87. Notwithstanding anything contained in this Agreement to the contrary, the Vendor, in its sole, absolute and unfettered discretion, may require that the Purchaser apply directly for the Rebates after Closing and in such event the Purchaser shall pay to the Vendor by certified cheque drawn on an Ontario lawyer's trust account on the Closing Date, the amount of the Rebates, in addition to the balance due on Closing and the Rebates shall not be assigned by the Purchaser to the Vendor on the Closing Date.

88. The Purchaser acknowledges that the purchase of any extras or upgrades from the Vendor may result in the reduction of the Rebates otherwise payable to the Vendor. In such event, the Purchaser shall pay to the Vendor the amount of such reduction as an adjustment on the Closing Date, as determined by the Vendor.

**ONTARIO NEW HOME WARRANTY:**

89. The Purchaser shall not be entitled to examine the Dwelling Unit except when accompanied by a representative of the Vendor. Breach of this provision constitutes a trespass, and the Vendor in addition to any other remedy it may have at law, shall be entitled to terminate this Agreement and forfeit the Purchaser's deposit. The Purchaser agrees to comply with all regulations under the Occupational Health & Safety Act, including the wearing of head and foot protection and such other safety apparel as designated by the Vendor. The Purchaser further agrees to, and does hereby, indemnify and save the Vendor, its servants and agents harmless from all action, causes of action, fines, claims and demands for, upon or by reason of any damage, loss or injury to person or property of the Purchaser, or any of the Purchaser's friends, relatives, workmen or agents who have entered on the Property or any part of the subdivision of which the Property forms a part whether with or without permission, express or implied, of the Vendor.
90. The Vendor agrees to make available, and the Purchaser (which term shall include the Purchaser's designate authorized in writing in the form specified by the Tarion Warranty Corporation) agrees to meet a representative of the Vendor during the Vendor's usual business hours during the seven (7) business days immediately prior to the Closing Date to perform a Pre-Delivery Inspection ("PDI") of the Dwelling Unit and verify that the Dwelling Unit has been completed in accordance with the provisions of this Agreement. The Purchaser is to arrange the PDI with a representative of the Vendor and is to give the representative of the Vendor at least three (3) days prior notice of the said PDI. In the event of any items remaining uncompleted, at the time of such PDI, only such uncompleted items shall be listed by the Vendor on the approved forms required to be complete pursuant to the provisions of the Tarion Warranty Corporation (the "**Tarion Forms**"), which the Purchaser covenants to execute. This Agreement constitutes the Vendor's undertaking to complete the Dwelling Unit in accordance with its obligations herein and the Tarion Warranty Corporation, and no separate undertaking or acknowledgement will be delivered on the Closing Date.
91. The Vendor shall complete such warrantable items as are contained within the Tarion Forms within a reasonable time after the Closing Date, subject to weather conditions, and the availability of supplies and trades. The warranties given under the Ontario New Home Warranties Plan Act, as amended, replace any warranties at law or otherwise.
92. The Purchaser agrees that in no event shall the Purchaser be entitled to obtain possession of the Dwelling Unit until and unless the Purchaser has executed the Tarion Forms. In the event the Purchaser fails to attend to an inspection and/or has not executed the Tarion Forms prior to the Closing Date, such failure shall be deemed a FBOC and this Agreement shall, at the Vendor's sole option, be at an end and the Purchaser agrees that the deposit monies paid by the Purchaser hereunder shall be forfeited to the Vendor in addition to and without prejudice to any other remedy available to the Vendor arising out of such default. The Purchaser acknowledges and agrees that the Purchaser's contact information will be shared with Tarion via email and/or through the BuilderLink on Tarion's website. The Purchaser shall be responsible to update their contact information with Tarion and/or provide Tarion contact information for the assignee if they assign this Agreement. The Purchaser is responsible to update their contact information in writing to Tarion and the Vendor separately (notice to one does not constitute notice to the other). Tarion's new Learning Hub can be found at: [www.tarion.com/learninghub](http://www.tarion.com/learninghub)
93. The Purchaser acknowledges that failure by the Vendor to provide any Notice required by Tarion to be given, does not give the Purchaser any right to terminate this Agreement, save and except for any express and specific rights of termination as in the Addendum set out, but may give rise to rights to compensation only.
94. The Purchaser acknowledges and accepts that the Dwelling Unit is located in an active and ongoing construction zone, and as such home construction on other lots or construction of subdivision services such as top coat of asphalt on roads and curbs may be incomplete for some time after Closing until the Vendor and/or the Subdivider has satisfied its obligations with the Municipality. Also, Subdivision services may still be unassumed at the time of Closing; roadways and sidewalks may be incomplete, uneven and/or closed to local traffic; kindly heed all speed zones, school zones and all warning signs. At all times, Purchaser(s), their family members (especially children) and their invitees must use caution around construction vehicles and around school sites. The Vendor assumes no responsibility for property damage or personal injury howsoever caused. The Purchaser shall indemnify the Vendor, and the Vendor's directors, officers, employees, permittees, licensees, contractors, subcontractors and invitees from and against any and all present or future claims, suits, demands, costs, losses, expenses and damages suffered or incurred by the Purchaser, their family, visitors or tradespeople or any of their tenants, agents or invitees resulting from or in connection with the ongoing construction activities or the nature of lands and buildings currently under construction.
95. In the event of an occurrence, such as but not limited to a pandemic, state of emergency, natural disaster or other like event or peril, the Vendor may modify or vary any procedure, timeline or process, including but not limited to PDI, colour selections and key release, herein specified or applicable as permitted by any emergency order, governmental or other quasi-governmental authority or as the Vendor, acting reasonably, determines is appropriate in the circumstances.

**ELECTRONIC DOCUMENTS and COMMUNICATION**

96. The Purchaser(s) explicitly acknowledge as follows:
- a. The Vendor may, from time to time, in its sole and unfettered discretion accept electronic signatures and transmission from the Purchaser(s), or require original signature as it may determine in its sole and unfettered discretion. Consent to acceptance of electronic signatures and transmission cannot be established or inferred from Vendor's conduct.
  - b. Sales appointments and/or décor appointments via teleconference or telephone will use digital images or photographs of the Vendor's samples, model homes, etc. Such digital images when displayed on the Purchaser's computer monitor or other device may not match the model home, samples, floor plans, or any other image displayed over the internet due to the hardware/software configuration of the computer or device. In the event of a conflict between images displayed online and the Vendor's original images or samples, the Vendor's original images or samples shall prevail. Additionally, the Purchaser may be shown hard copies of documents, images or plans via teleconference by a sales agent. In the event of a conflict between images the Purchaser views via teleconference and the hard copies the hard copies shall prevail. The model home as displayed in pictures, videos or as part of the sales process may be upgraded with finishes, appliances or fixtures not included in the particular Dwelling Unit being the subject matter of this Agreement.
  - c. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument. Execution and delivery of this Agreement, including any subsequent amendments or deliveries thereto, by electronic exchange bearing the copies of a party's signature or initials (which includes an electronic version of their signature or initials generated by the software used to complete



the transaction) shall constitute a valid and binding execution and delivery of this Agreement by such party. Such electronic copies shall constitute enforceable original documents and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. Except as expressed herein, no party hereto shall raise the use of electronic mail attachment in "pdf" or similar format to deliver a signature, or the fact that any signature was transmitted or communicated as an attachment to an electronic mail message, as a defense to the formation of a contract and each party forever waives any such defense. An electronically scanned copy of a signature, or a signature signed by way of DocuSign signature or like software, shall constitute and shall be deemed to be sufficient evidence of a party's execution of this Agreement, without necessity of further proof. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

- d. As an alternative to receiving the first deposit, or any subsequent deposits, by cheque, at the Vendor's sole and unfettered discretion, the deposit(s) pursuant to this Agreement may be delivered by the Purchaser to the Vendor via wire transfer pursuant to the wire transfer instructions and requirements provided by the Vendor. The first deposit if made by wire transfer shall be made within two (2) business days of execution of this Agreement by all parties, failing which the Vendor may terminate this Agreement forthwith. The Purchaser shall e-mail to the Vendor a copy of the wire transfer receipt, to confirm the deposit has been sent, forthwith after sending the wire transfer. In order to ensure correct application of the deposit the Purchaser shall strictly follow the instructions in the wire transfer memo. If the Purchaser fails to strictly follow the instructions, or otherwise fails to strictly comply with their obligations under this paragraph, the Vendor may treat this Agreement as not having come into force or may require the Purchaser to pay the Vendor, by way of adjustment to the Purchase Price, an administration fee of \$350.00 plus H.S.T., per occurrence. Notwithstanding the forgoing, the Vendor shall have no liability for its Bank's failure to receive the wire transfer and /or for the Vendor to be able to correctly apply same. The Purchaser shall be responsible for any fees, costs and charges levied by its bank required to wire the deposit funds to the Vendor's bank account to ensure the Vendor receives the entire deposit required and the Purchaser shall be responsible to provide any shortfall of the deposit amount due in accordance with this Agreement to the Vendor forthwith upon notice of the shortfall being delivered to the Purchaser from the Vendor and/or its solicitors. All payments delivered hereunder, shall be delivered from a Schedule 1 Canadian Bank and be delivered in Canadian dollars.
- e. The Purchaser's obligation to pay the first deposit, or any subsequent deposit, if permitted by the Vendor in its sole and unfettered discretion, by wire transfer shall only be satisfied once the Vendor receives from its bank confirmation of receipt of the wire in the Vendor's designated account. For certainty, the date of commencement of a wire transfer and any related information on the Purchaser's wire confirmation shall not be deemed fulfillment of the Purchaser's obligation hereunder to pay the deposit. The Purchaser shall be considered in default under the terms of the Agreement in the event the Vendor's bank does not confirm that the wire has been received in the amount and by the date required herein.
- f. If the Vendor has been wired funds from the Purchaser (whether on account of the first deposit or otherwise) that the Vendor is not prepared to accept:
  - i. the receipt of such funds by wire will not prejudice the Vendor from availing itself from any and all rights and remedies under this Agreement, at law and in equity and will not be construed as or constitute a waiver or release any said right or remedy; and
  - ii. the Vendor may return such funds to the Purchaser in whatever manner the Vendor chooses to do so, including, without limitation, by cheque mailed to the Purchaser at the address set out on the first page of this Agreement.
- g. The Purchaser hereby covenants and agrees that he/she/it shall instruct and cause his/her/its bank to add the wire fees set out in the Vendor's wiring instructions to each amount being wired.
- h. Within five (5) days of delivery of the first deposit whether by cheque or wire transfer, the Purchaser shall send by courier or registered mail to the Vendor a series of postdated cheques representing each of the additional deposits, dated in accordance with the front page of the Agreement and in the amounts referenced thereon. All payments delivered hereunder, shall be delivered from a Schedule 1 Canadian Bank and be delivered in Canadian dollars.
- i. The Purchaser shall deliver on or before the Closing Date if requested by the Vendor, a notarial copy of the identification presented to the sales agent at the time of purchase, notarized by a registered notary public in the Province of Ontario. The Purchaser acknowledges that the Vendor may collect and retain all such information, including a screen shot or recorded video of the Purchaser as part of the identification procedure and that the Vendor may retain such information for so long as it deems necessary in its sole and unfettered discretion.
- j. The Purchaser consents to receive of copies of all documents in electronic format and shall provide a current and valid email address to the Vendor in writing.

**The federal government has enacted legislation that requires we obtain your consent to send you electronic communications, which may include correspondence, requests, announcements, updates or other information that may be of interest to you.**

**By initialing below, you agree to receive electronic communications from the Vendor, as well as from our affiliated corporations and/or related entities. In addition, the undersigned Purchaser consents to receiving electronic commercial messages from the Vendor's trades, businesses, bodies or agencies which shall include but not be limited to (i) financial institutions or private lenders; (ii) insurance companies; (iii) any of the Vendor's trades or suppliers or any sub-trades and sub-suppliers; and (iv) providers of telephone, television, telecommunication, security and utility services.**

**You can withdraw your consent to receiving electronic communications at any time by contacting the Vendor at the address noted on the Addendum.**

Purchaser acknowledges receipt of pages 1-12, inclusive, of Schedule "X"

Purchaser Initials \_\_\_\_\_

Purchaser Initials \_\_\_\_\_

Purchaser Initials \_\_\_\_\_

Purchaser Initials \_\_\_\_\_