



AGREEMENT OF PURCHASE & SALE

The undersigned Purchaser(s) hereby agrees to and with the undersigned Vendor to purchase the property (the "Property") described below (and as may be shown on a schedule attached hereto) on the following terms:

Purchaser:	DOB:	(mm/dd/yyyy)
Purchaser:	DOB:	(mm/dd/yyyy)
Builder:	Poetry Living (Citypointe) Limited	
Block/Unit:	Model Type:	Elevation:
Municipal Address:	Plan No.:	21T-13004B

Purchase Price:	\$
Initial Deposit:	due with offer
Further Deposit:	due the _____ day of _____ 2020
Further Deposit:	due the _____ day of _____ 2020
Further Deposit:	due the _____ day of _____ 2020
Further Deposit:	due the _____ day of _____ 2020

The failure of any cheque to clear the bank for insufficient funds or as a result of a stop payment shall be a monetary default hereunder.

The following Schedules attached hereto form a part of this Agreement:

Schedule "P.E." – Purchaser’s Extras, Schedule "A" – Feature Sheet, Schedule "B" – Floor Plan, Schedule "C" – Warning Clauses and Notice Provisions, Schedule "D" – Body of Agreement, Schedule "E" – Site Plan, Schedule "F" – Purchaser’s Consent to the Collection and Use of Personal Information, Schedule "G" – An Important Notice to New Home Purchasers from the City of Brampton, Schedule "H" – Noise Attenuation Statement, Schedule "I" – Preliminary Homebuyers’ Information Map, Schedule "J" – Detailed Homebuyers’ Information Map, Schedule "K" – Acknowledgement, Tarion Addendum & Statement of Critical Dates

Date of Offer:	The _____ day of _____ 2020
Irrevocable Date:	The _____ day of _____ 2020
1 st Tentative Closing Date:	The _____ day of _____ 2020

(Subject to the extension provisions of Tarion Delayed Closing Warranty Addendum ("Tarion Addendum") and/or by mutual agreement, whether before or after any such extension)

ORAL REPRESENTATIONS DO NOT FORM PART OF, NOR CAN THEY AMEND THIS AGREEMENT.

Signed, Sealed and Delivered in the presence of:)
)
) _____
) Purchaser
)
)
) _____
) Witness) Purchaser

Purchaser Contact Information:

Address:	Home:
	Work:
Email:	Mobile:

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

Accepted this _____ day of _____ 2020

Poetry Living (Citypointe) Limited

Vendor _____ A.S.O.

Vendor’s Solicitor:
 Grudeff, Berg Professional Corporation
 5-3300 Steeles Avenue West
 Vaughan, Ontario L4K 2Y4
 Phone: (905) 761-9445
 Fax: (905) 761-8500
 Attention: Sheldon Berg

Vendor’s Office:
 HBNG Holborn Group
 161 Trade Valley Drive
 Vaughan, Ontario L4H 3N6
 Phone: (905) 738-6671
 Fax: (905) 738-6281
 Email: info@poetryliving.com



SCHEDULE "A"

BACK-TO-BACK, REAR LANE & DUAL FRONTAGE TOWNS / 30', 33' REAR LANE & 42' SINGLES LUXURY STANDARDS FEATURES & FINISHES

Exterior Details of Quality Construction

1. Architecturally selected clay brick and complimenting modern smooth face stone as per model type. Detailing may vary from Artist's concept and are subject to grade conditions.
2. Engineered flooring system on the ground and second floor (excluding landings), to reduce squeaking and warping causing humps.
3. Poured concrete basement floors and foundation walls with damp proofing, weeping tiles and drainage membrane to walls.
4. Fully drywalled garage walls (skim coat and primed) excluding concrete or block walls.
5. Steel insulated garage to house access door installed with dead bolt and safety closer, if grading permits.
6. For economical heating, the home will be insulated in accordance with the current Ontario Building Code, specifications including expanding foam insulation to all garage ceilings and around all windows and doors.
7. All homes feature 9' ceilings on ground and second floors for Single-Detached Homes, 9' ceilings on ground and second floors and 8' ceilings on third floors for all Towns (excluding bulkheads and low areas due to structural or mechanical details). Many designs have double height features, vaulted and cathedral ceilings as per plan.
8. Convenient cold cellars with vent chamber and switched interior light, as per plan if grade permits.
9. Covered porches & porticos enhancing select elevations.
10. Maintenance free pre-finished aluminum soffits, fascia, eaves trough, downpipes and siding – all architecturally designed and approved.
11. Colour coordinated self-sealing asphalt shingles. Accenting metal roof details as per plan.
12. Aluminum exterior railings for both porch (where required by building code) and decorative applications.
13. Vinyl thermo pane casement windows throughout featuring mullions on front elevations as per plan. All door systems include weather stripping.
14. Vinyl horizontal basement windows (30"x16") with window wells as required.
15. Tasteful municipal address plaques provided.
16. Fully sodded lot, with precast concrete slab walkway from driveway to front porch.
17. All lookout or deck lot grade conditions will receive a standard deck with steps to grade. Walkout lot grade conditions will receive a Juliet guard on main floor access doors to rear yard. Standard grade lots will receive precast (steps) on ground floor access doors to rear yard.
18. The basecoat paving is included at no extra cost, however the topcoat paving (installed one year after the base) shall be charged on closing in the amount of \$800.00 for a single driveway and \$1,300.00 for a double driveway.

Energy Efficient Features

1. All Homes feature an HRV System (Heat Recovery Ventilator) – distributing fresh air throughout the home.
2. Programmable Electronic Thermostat in order to better regulate temperature distribution over non-peak time. Thermostat also controls hot water tank.
3. Low-flow toilet system featured throughout all baths.
4. Sealed basement ducts – this practice significantly reduces heat loss at duct joints.
5. MOEN Eco-Performance showerheads.
6. Steel insulated roll-up garage door, complete with decorative glass panels aiding in the reduction of lumber usage and assisting to provide an insulated element within the garage area.

7. Expanding foam insulation applied around all windows and doors for draft prevention.

Distinctive Interior Features

1. Electric fireplace in family/great room complete with mantel surround as per plan.
2. Where applicable, interior column profile shall be square. All art niches to have MDF ledge as finished detail as per plan.
3. 4-1/4" Colonial baseboard with 2-3/4" casing throughout finished areas (excluding unfinished basement). All arches on ground floor for Single-Detached Homes and second level for all Towns to be trimmed.
4. All interior passage sets and closet doors will be standard height – 2-panel square top smooth finished profile in finished areas (excluding unfinished basement). Excluding cold cellar and steel exterior doors (front or garage door).
5. Satin nickel lever hardware and hinges throughout all interior doors.
6. Natural varnished oak veneer staircase throughout, complete with oak strip hardwood on landings, excluding basement.
7. House to receive oak handrail and newel post, with 1-5/16" wood pickets as per plan. All upper hallways to receive natural finish oak nosings complete with oak stringers (side of staircase).
8. All interior trim and doors are painted classic white with interior walls to be painted white.
9. Professional home cleaning prior to occupancy, including windows and furnace/duct system.
10. Stippled ceiling with 4" smooth border throughout entire home (where smooth ceilings do not apply). Kitchen, bathrooms and laundry to receive smooth ceilings in finished areas.
11. Wire shelving in installed in all closets.
12. One interior low VOC paint colour throughout.

Kitchen, Baths & Laundry

1. All Kitchens feature extended upper cabinets. Islands, pantry and extended breakfast bars as per plan with your choice of doors from Builder's standard samples.
2. All homes to have Builder's Level 1 granite with 3/4" straight edge countertop without bullnose or counter backsplash in kitchen. Bathroom and laundry room to receive laminate countertops.
3. Provisional rough-in for future dishwasher (electrical run from panel to underside of dishwasher space in basement).
4. Durable stainless steel undermount sink with MOEN single-lever pull-out faucet in kitchen.
5. Premium single-lever low-flow MOEN faucets featured throughout all bathrooms, including powder room.
6. A wide assortment of 13"x13" contemporary ceramic tile flooring in foyer, mud room, kitchen, breakfast area, laundry room and bathrooms as per plan.
7. 8"x10" ceramic wall tiles installed in combination tub and shower enclosures up to but not including ceiling.
8. Framed shower enclosure in master ensuite. Drywall enclosed showers to receive fully tiled walls, including ceilings.
9. Mirrors over vanities in all bathrooms, including powder room.
10. Exhaust fans in all bathrooms.
11. All bathroom tub and shower enclosures to receive mould resistant drywall board.
12. Stand alone soaker tub with MOEN deck-mounted faucet as per plan.
13. Marble threshold and jambs in all shower stalls.
14. Due to the variety in client tastes, bath accessories (towel bars and toilet paper holders), are not provided.

15. Laundry room to include white drop-in laundry tub including base cabinet and laminate countertop or standalone laundry tub with taps as per plan.

Floor Coverings

1. 3" wide prefinished engineered hardwood in natural finish throughout main level for Single-Detached Homes, excluding tiled areas. Laminate flooring on ground and second level for all Towns, excluding tiled areas.
2. Quality broadloom carpet with quality underpad on second floor living areas and bedrooms for Single-Detached Homes and third level living areas and bedrooms for all Towns, except tiled areas. Choice of one colour.
3. A wide assortment of imported 13"x13" contemporary ceramic floor tiles on ground and second floors in indicated tiled areas.
4. Imported 8"x10" ceramic wall tiles installed in combination tub, and shower enclosures up to but not including ceiling. If upgraded, glass shower stalls purchased are to receive tiles on wall only, excluding ceiling.

Mechanical Systems

1. All Poetry Living homes feature an HRV System (Heat Recovery Ventilator) – distributing fresh air throughout the home and minimizing poor air contaminants.
2. Forced air Hi-Efficiency gas furnace (location may vary from plan and shall be moved to optimize performance at Vendors discretion).
3. Flexible water pipe solution using PEX (polyethylene) to reduce noise erosion and eliminate solder contaminants within plumbing system.
4. Exhaust fans installed in all finished bathrooms.
5. Two exterior hose bibs are provided, one at the rear (or side) and one in garage. Back-to-back townhomes to receive one exterior hose bib located in garage.
6. Laundry tub includes hot/cold water connections.
7. Classic white plumbing fixtures for all bathrooms complete with shut off valves.
8. All shower areas to receive the comfort of pressure balance control valves.
9. All sinks and toilets to include separate shut-off valves.
10. Ductwork sized to accommodate future air conditioning.

Electrical

1. Ceiling fixtures in all bedrooms, hallways, mud room/area, foyer, kitchen, breakfast area, den, hobby room, living room, dining room, and family/great room. Bathrooms to receive wall-mounted light fixture over vanity, excluding powder room.
2. 100-amp electrical service with breaker panel and copper wiring throughout.
3. 220-volt Heavy-duty receptacle for dryer.
4. Two exterior weatherproof electrical outlets, one at front porch and one at rear of home.
5. One holiday receptacle for front porch, on separate controlled switch.
6. Ground fault interrupter receptacles, as per building code.
7. The security of hard-wired smoke detectors on all floors, including lower level, and one carbon monoxide detector as per code requirement.
8. White Decora switches and receptacles throughout.
9. Rough-in for future central vacuum system terminating in the basement, complete with dedicated plug in basement and garage.
10. Single switch operating all basement lighting.
11. Receptacle(s) located at ceiling for garage door opener(s) and one receptacle on garage wall.
12. Rough-in for future electrical vehicle charging station in garage.

Home Automation

1. State of the art integrated smart home structured wiring terminating in the "Family Room". This fully integrated home wiring system will provide the Hi-tech infrastructure for today's technological features and expand to give you the ones you may want in the future such as home-office applications, computer local area networks, high speed Internet, fax, modem, home entertainment, digital audio/ video distribution systems and so much more. Including 1 CAT 5, 1 CAT 3 & 2 RG6 lines.
2. POETRY LIVING shall provide a personally scheduled appointment with our qualified Technical Contractor to explain and co-ordinate any additional requirements you may desire. Master bedroom and family room are pre-wired for cable TV and telephone.

Smart Living Automation

1. POETRY LIVING shall provide your new home with Smart Home technology which will include:
 - Smart Home Remote Access + Notifications;
 - Smart Lock from garage door into home;
 - Smart Thermostat Control;
 - 2 Smart Lighting Control Switches;
 - 1 Smart Flood Water Sensors;
 - 1 Smart Automation Controller;
 - Pre-construction design consultation;
 - Onsite system configuration test and enrollment;
 - Full Smart Home system support; and
 - One-Year of 24/7 Smart Home Remote Access and Notifications included.

Warranty

POETRY LIVING is dedicated to achieving minimized home deficiencies. We shall achieve this through the efforts our diligent personnel and thorough Quality Assurance Practices. Given that a home is built with over 45 tradespersons, errors are often common and to be expected, however our desire is to showcase a home that both you and your family can all be proud of.

Two Year Warranty Protection

- The home is free from defects in workmanship and materials including caulking windows and doors so that the building prevents water penetration.
- Defects in workmanship and materials within the distribution of electrical, plumbing and heating systems.
- Defects in workmanship and materials, which resulting in the detachment, displacement or deterioration of exterior cladding.
- Violations of the Ontario Building Code's Health and Safety provisions.
- Warranties are limited to the requirements established by the Tarion Corporation Plan Act.

Seven Year Warranty Protection (Major Structural)

- A major structural defect is defined in the Tarion Corporation Plan Act as:
- A defect in workmanship and materials that result in the failure of a load-bearing part of the home's structure, or any defect in workmanship or material that adversely affects your use of the building as a home.

The Vendor shall have the right to make reasonable changes in the opinion of the Vendor in the plans and specifications if required and to substitute other material for that provided for herein with material that is of equal or better quality than that provided herein. The determination of whether or not a substitute material is of equal or better quality shall be made by the Vendor's architect whose determination shall be final and binding. Colour, texture, appearance, etc. of features and finishes installed in the Unit may vary from Vendor's samples as a result of normal manufacturing and installation processes. E&O.E.



SCHEDULE “C” – WARNING CLAUSES AND NOTICE PROVISIONS

The Purchaser shall execute any and all acknowledgements and releases required by the relevant governmental authorities in accordance with the provisions of this Agreement.

With respect to all lots and/or blocks within the Plan:

CITY OF BRAMPTON

1. **Purchasers and/or tenants are advised that Blocks 1-113 will be developed for single detached dwellings.**
2. **Purchasers and/or tenants are advised that Blocks 114-121, 128-130, and 134-136 will be developed for dual frontage townhouses.**
3. **Purchasers and/or tenants are advised that Blocks 122-127 and 131-133 will be developed for lane-based townhouses.**
4. **Purchasers and/or tenants are advised that Blocks 137-138 will be developed for back to back townhouses.**
5. **Purchasers and/or tenants are advised that Block 139 will be developed for medium/high density residential apartments.**
6. **Purchasers and/or tenants are advised that Block 140 will be developed for employment/office uses.**
7. **Purchasers and/or tenants are advised that Block 141 will be developed for a park (Fogal Park).**
8. **Purchasers and/or tenants are advised that Blocks 142 and 146-151 will be developed for Natural Heritage System (NHS).**
9. **Purchasers and/or tenants are advised that Block 143 will be developed for a stormwater management pond (Fogal Pond).**
10. **Purchasers and/or tenants are advised that Block 145 will be developed for a NHS buffer.**
11. **Purchasers and/or tenants are advised that some dwelling units may be affected by noise from adjacent roads, and warning will apply to Purchasers and/or tenants. For more information, please contact the Development Services Division of the City of Brampton at 905-874-2050.**
12. **Purchasers and/or tenants are advised that some dwelling units affected by noise will be fitted with noise barriers and some dwellings will be provided with central air-conditioning to allow bedroom windows to be closed if necessary due to noise. For more information, please contact the Development Services Division of the City of Brampton at 905-874-2050.**
13. **Purchasers and/or tenants are advised that traffic flow may be regulated through traffic calming features and pedestrian crossings in order to improve safety and access. For more information, please contact the Development Services Division of the City of Brampton at 905-874-2050.**
14. **Purchasers and/or tenants are advised that park Block 141 (Fogal Park) will contain play equipment, pathways and landscaping. Purchasers and/or tenants are advised that the residents close to this Block may be disturbed by noise. For more information, please contact the Development Services Division of the City of Brampton at 905-874-2050.**

15. **Purchasers and/or tenants are advised that Storm Water Management Block 143 shall be left in a naturalized state and will have minimal maintenance such as the periodic removal of paper and debris. For more information the Development Engineering Division of the Public Works Department can be contacted at 905-874-2050 or email planning.development@brampton.ca.**
16. **Purchasers and/or tenants are advised that the City reserves the right to introduce transit services and facilities such as bus stops, shelters, platforms, pads, benches and other associated amenities on any City right-of-way as determined by Brampton Transit to provide effective service coverage. This includes the possibility of future transit routes within the internal collector/local road network to serve the residents of this community.**
17. **Purchasers and/or tenants are advised that mail delivery will be from designated Community Mailboxes.**
18. **Purchasers and/or tenants are advised that some dwelling units will have a noise attenuation fence located inside the lot line within the side and/or rear yard, that the noise attenuation fence shall not be altered or removed, and that it shall be the responsibility of the owner of the lot to maintain and keep in repair that portion of the noise attenuation fence and berm situated on the lot.**
19. **Purchasers and/or tenants are advised that the City of Brampton's Zoning By-law regulates the width of driveways and that owners not widen their driveway before inquiring about the permitted driveway width for the lot.**
20. **Purchasers and/or tenants are advised that access on Queen Street will be restricted only to right-in traffic movements from Queen Street.**
21. **Purchasers and/or tenants are advised that that entry features may be located at the intersection of Fogal Road/The Gore Road. For more information, please contact Development Services Division of the City of Brampton at 905-874-2050.**
22. **Purchasers and/or tenants are advised that gates are not permitted in the fencing abutting the stormwater pond.**
23. **Purchasers and/or tenants are advised that the following statements apply to all residential lots and Blocks within the plan:**
 - (a) **The offer of purchase and sale may contain itemized charges for features covered in the City's subdivision agreement. These features may include street trees, driveway paving, sodding, fencing, noise barriers, or gateway features, etc., on the public right-of-way. They may also be described in general terms, such as "community aesthetics enhancements". Despite paying this charge, the purchaser may be left without a tree on the lot in question. The City does not encourage this type of extra billing and has no control over vendors charging for street trees. If you have any questions, please call Development Services Division of the City of Brampton at 905-874-2050 or email planning.development@brampton.ca.**
 - (b) **The City will not reimburse purchasers and/or tenants, nor assist in any recovery of moneys paid, under any circumstance.**
 - (c) **Although the developer is required to provide trees at regular intervals on the public boulevards within this subdivision, local site conditions may not allow for a tree to be planted in front of some homes. For more information, please call the City of Brampton Public Works & Engineering Department at 905-874-2050.**
 - (d) **The design of features on public lands may change. Features shown in the Community Design Guidelines may be constructed as shown or altered, in the City's discretion, without notification to purchasers. Builders' sales brochures may depict these features differently from what is shown on the Community Design Guidelines or the as-built drawings. The City has no control over Builders' sales brochures.**

DUFFERIN PEEL CATHOLIC SCHOOL BOARD

24. Whereas, despite the best efforts of the Dufferin-Peel Catholic District School Board, sufficient accommodation may not be available for all anticipated students from the area, Purchasers and/or tenants are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside of the neighbourhood, and further, that students may later be transferred to the neighbourhood school.
25. The Purchasers and/or tenants agree that for the purpose of transportation to school, the residents of the subdivision shall agree that children will meet the bus on roads presently in existence or at another place designated by the Board.

PEEL DISTRICT SCHOOL BOARD

26. Whereas despite the best efforts of the Peel District School Board, sufficient accommodation may not be available for all anticipated students in neighbourhood schools, Purchasers and/or tenants are hereby notified that some students may be accommodated in temporary facilities or bussed to schools outside of the area, according to the Board's Transportation Policy. You are advised to contact the School Accommodation Department of the Peel District School Board to determine the exact schools.
27. The Purchaser and/or tenant agrees that for the purposes of transportation to school, the residents of the development shall agree that the children will meet the school bus on roads presently in existence or at another designated place convenient to the Board.

CANADA POST

28. Purchasers and/or tenants are advised that mail delivery will be from a designated Community Mailbox and the Builder shall notify the purchaser of the exact Community Mailbox locations prior to closing of any sales. Door to door mail delivery will not be provided in this subdivision and Community Mailboxes will be directly beside some homes.

SPECIAL NOTICE REQUIREMENTS

29. Purchasers and/or tenants of Lots 59 to 86 both inclusive are advised that a natural environmental restoration block is being provided adjacent to the subject property. The natural environmental restoration blocks are considered to be part of the publicly owned environmental protection area and will remain in a naturalized state. Private uses are not permitted on these lands. Uses such as private picnic; barbeque or garden areas; storage of materials and/or the dumping of refuse or ploughed snow are not permitted on these lands. In addition, access to the environmental protection lands such as private rear yard gates is prohibited. The adjacent public lands being the Natural Heritage System will remain as low maintenance environment.

NOISE ABATEMENT

30. Purchasers and/or tenants of Lots 85 and 86 are advised that the acoustic berm and/or barrier as installed shall be maintained, repaired or replaced by the owner. Any maintenance, repair or replacement shall be with the same material, to the same standards, and having the same colour and appearance of the original.
31. Purchasers and/or tenants of Lots 52 to 84, 87, 103 to 108 and 113; and Blocks 123 (all units except north unit), 124 to 127 (all units), 128 (all units except north unit), 129 to 135 (all units), 136 (all units except west unit), 137 (all units) and 138 (all units) are advised that despite the inclusion of noise control features in this development area and within the dwelling units, noise due to increasing road traffic may continue to be of concern, occasionally interfering with the activities of the occupants as the sound levels may exceed the noise criteria of the Municipality and the Ministry of Environment and Climate Change. The Purchaser and/or tenant hereby agree to place this clause in all subsequent offers of purchase and sale when selling the property.

32. Purchasers and/or tenants of Lots 52 to 84, 87, 103 to 108 and 113; and Blocks 123 (all units except north unit), 124 to 127 (all units), 128 (all units except north unit), 129 to 135 (all units), 136 (all units except west unit), 137 (all units) and 138 (all units) are advised that the dwelling unit can be fitted with a central air conditioning system at the owner's option and expense which will enable occupants to keep windows closed if road traffic noise interferes with the indoor activities. If central air conditioning is installed, the air cooled condenser unit shall have a sound rating not exceeding 7.6 bels and shall be located so as to have least possible noise impact on outdoor activities of the occupants and their neighbours.
33. Purchasers and/or tenants of Lots 86; and Blocks 114 to 122 (all units), 123 (north unit) and 128 (north unit) and 136 (west unit) are advised that despite the inclusion of noise control features in this development area and within the dwelling units, noise due to increasing road traffic will continue to be of concern, occasionally interfering with the activities of the occupants as the sound level may exceed the noise criteria of the Municipality and the Ministry of Environment and Climate Change. The Purchaser and/or tenant hereby agree to place this clause in all subsequent offers of purchase and sale when selling the property.
34. Purchasers and/or tenants of Lots 86; and Blocks 114 to 122 (all units), 123 (north unit) and 128 (north unit) and 136 (west unit) are advised that the dwelling units has been or will be fitted with a central air conditioning system which will enable occupants to keep windows closed if road traffic noise interferes with their indoor activities. The air-cooled condenser unit shall have a sound rating not exceeding 7.6 bels and shall be located so as to have the least possible noise impact on the outdoor activities of the occupants and their neighbours.
35. Purchasers and/or tenants of Lots 1 to 113; and Blocks 114 to 138 (all units) are advised that the dwelling unit is in proximity to existing and proposed commercial and employment/industrial uses whose activities may be audible at times.

WALKWAYS

36. Purchasers and/or tenants are advised that walkways are proposed to be developed within the plan.

PARKS, NATURAL HERITAGE SYSTEM OPEN SPACE AND STORMWATER MANAGEMENT POND

37. Purchasers and/or tenants are advised that all Lots and Blocks abutting blocks designated for park, Natural Heritage System (NHS) open space and/or stormwater management blocks may contain active recreational facilities. Purchasers and/or tenants are advised that residents close to these blocks may be disturbed by users and/or facilities within the subject blocks. For more information, please call the City of Brampton's Public Works & Engineering Department at 905-874-2050.

STREET TREES

38. Purchasers and/or tenants of all lots and Blocks within the plan are advised that the developer is required to provide street trees at regular intervals on all public boulevards within this subdivision. Local site conditions may not allow a tree to be planted in front of some homes. For more information, please call the City of Brampton's Public Works & Engineering Department at 905-874-2050.

INFILTRATION TRENCHES

39. **Purchasers and/or tenants of Lots 2 to 11 inclusive, 14 to 23 inclusive, 26 to 36 inclusive, 39 to 48 inclusive and 53 to 86 inclusive with proposed rear yard infiltration trenches are advised that a belowground infiltration facility is located within the rear yard and is connected to a rear yard catchbasin. The infiltration facility forms an integral part of the stormwater management system for this subdivision. The location of the infiltration facilities are shown on the lot grading plans for the subdivision. Purchasers and/or tenants are advised that the infiltration facility is to be constructed on private property and that they are to be maintained by the individual owners of the lot(s) or block(s). Purchasers and/or tenants are advised that the rear yard area should not be altered, disturbed or excavated in a manner to affect the function of the infiltration facility. The long maintenance of this facility within the limits of the lots where they are located shall be the responsibility of the Purchaser and/or tenant.**

ALECTRA

40. **Alectra Utilities safety standards require minimum clearance from the door side of the pad-mounted transformer, minimum clearances from the remaining three (3) sides and clear visibility of the equipment from the road, all of which provide a safe working environment for personnel operating and/or maintaining the equipment. Minimum clearances are required from the transformer foundation to the edge of a driveway. Any required relocation of transformers due to the widening of driveways will be at the property owner's expense. Should adequate clearance of electrical infrastructure equipment not be maintained within the property, Alectra Utilities will not be held liable for any damages caused by its access in order to operate, maintain and/or repair the electrical infrastructure equipment. It is the responsibility of the home owner to contact Alectra Utilities for such information.**

SCHEDULE "D" – BODY OF AGREEMENT

PRE-CONSTRUCTION APPROVALS

1. Notwithstanding the closing of the transaction contemplated herein (the "Closing"), the Purchaser's covenants, warranties and agreements in this Agreement shall not merge and the Purchaser shall give to the Vendor any further written assurance as may be required by the Vendor to give effect to this covenant either before or after the Closing Date (being the date on which the purchase and sale of the Dwelling shall be completed and a transfer of the Dwelling delivered to the Purchaser in accordance with the terms of this agreement on a date fixed by the Vendor in accordance with the Tarion Addendum and Statement of Critical Dates appended hereto). The Vendor, the subdivider (the "Subdivider") of the plan of subdivision in which the Property is situate or their servants or agents may, for such period after Closing as is designated by the Subdivider and/or Vendor, enter upon the Property at all reasonable hours to enable completion or correction of sodding, to inspect, repair, complete or rectify construction, grade and undertake modifications to the surface drainage, including installation of catch basins, without liability therefore, and the Transfer/Deed may contain such provisions. The Purchaser also acknowledges and agrees with respect to the following matters:
 - (a) The Purchaser will not alter the grading of the Property contrary to the Municipal approved drainage pattern, and provided that lot grading has been completed in accordance with the municipally approved drainage and/or grading control plan, the Purchaser is estopped both from objecting thereto and from requiring any amendments thereto. If the Vendor has not undertaken to pave or finish the driveway pursuant to this Agreement, the Purchaser shall not pave or finish the driveway without the prior written consent of the Vendor and the prior written consent of the Subdivider and the Municipality, if required by the subdivision agreement or any other municipal agreement. Following such approval and prior to completing the driveway, the Purchaser shall notify the Vendor in writing so that water keys can be located and raised, if necessary. The Purchaser covenants and agrees not to damage or alter any subdivision service, and shall be liable for the cost of rectification of any such damage or alteration, and in the event same is not paid upon demand, the Vendor shall have the right to register a lien on title to secure such payment. The Purchaser agrees that neither the Purchaser(s) nor their successors or assigns shall construct or install a swimming pool, fencing, or decking nor shall the Purchaser alter or widen the driveway upon the Property until after the Vendor has obtained acceptance of lot grading from the Municipality and the Subdivider. The Purchaser agrees to remove such additions and/or improvements at its own cost upon the Vendor's request, failing which the Vendor may remove same at the Purchaser's expense.
 - (b) The Purchaser acknowledges that construction of the Dwelling may be subject to the requirements of the architect appointed by the Subdivider of the Property (the "Subdivider's Architect") and the Purchaser agrees to accept the Property subject to any changes, variations or restrictions now or hereafter imposed by the Subdivider or Subdivider's Architect.
 - (c) The Purchaser acknowledges that the dimensions of the Property set out in this Agreement or on any schedule attached hereto or shown on drawings or plans made available to the Purchaser on site or otherwise are approximate only. In the event the frontage, depth or area of the Property is varied from those specified in the Agreement, or on any schedule attached hereto or shown on drawings or plans made available to the Purchaser on site or otherwise, as aforesaid, or any or all of the foregoing and provided the Property complies with municipal and other governmental requirements including zoning by-laws, the Purchaser agrees to accept all such variations without claim for abatement in the Purchase Price and this Agreement shall be read with all amendments required thereby. In addition to the foregoing, if minor variations to the size of the dwelling including internal dimensions of any areas are made to the dwelling the Purchaser shall accept such minor variations without any abatement to the Purchase Price.

- (d) This Agreement is conditional upon compliance with the subdivision control requirements of the Planning Act (Ontario) which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.
- (e) All exterior elevations and colours are architecturally controlled and approved. No changes whatsoever will be permitted to the aforementioned and the Purchaser hereby acknowledges notice of same and agrees to accept the exterior elevation and colour scheme chosen by the Vendor.
- (f) The Purchaser acknowledges and agrees that in the event the dwelling unit being purchased herein is a semi-detached dwelling unit, the lot upon which such semi-detached dwelling unit is constructed will not necessarily be divided equally but may instead be divided in unequal proportions. The Purchaser agrees to accept any such unequal division of such lot.

PRE-SITING APPROVALS

- 2. The Purchaser(s) acknowledges that the model type indicated in this Agreement has been preliminarily sited and is subject to final siting approval by the Municipality, the Architectural Control Committee or the Vendor's surveyors. In the event such final siting approval is not obtained from any of the foregoing, the Purchaser(s) shall be given the first opportunity to submit an offer for a model type that does meet final siting approval for this particular lot. In the event an Agreement for another model type is not consummated within five (5) days of notification to the Purchaser(s) of which model type does meet the final siting approval requirements, this Agreement shall be at an end, the Purchaser(s) shall be entitled to a refund of the deposit money, without interest, but in no event shall the Vendor or the Agent be liable for any damages or costs whatsoever.

CONSTRUCTION

- 3. The Vendor will construct (if not already constructed) and complete upon the Property a dwelling (the "Dwelling") of the type hereinbefore indicated in accordance with the plans of the Vendor therefore and filed or to be filed with the Municipality in order to obtain a building permit and the specifications set out in Schedule "A" annexed hereto.
 - (a) Acceptance of construction, siting and grading by the Municipality shall conclusively constitute acceptance by the Purchaser. The Vendor shall have the right to substitute materials for those designated in the plans and/or specifications provided the quality is equal or better, and also to make minor changes in plans, siting and specifications, provided there is no objection from the Municipality.
 - (b) The Purchaser acknowledges and agrees that architectural control of external elevations, driveway construction, boulevard tree planting, landscaping, corner lot fencing (including the location of such corner lot fencing), exterior colour schemes, or any other matter external to the Dwelling designed to enhance the aesthetic of the community as a whole, may be imposed by the Municipality and/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 other than as specified in this Agreement, or amend the driveway construction, boulevard tree planting or landscaping plan for this Dwelling (all of which is hereinafter referred to as the "Amended Elevation"), the Purchaser hereby irrevocably authorizes the Vendor to complete the Dwelling herein including the required Amended Elevation, and the Purchaser hereby irrevocably agrees to accept such Amended Elevation in lieu of the elevation specified in this Agreement. The Vendor shall have the right, in its sole discretion, to construct the hereinbefore described Dwelling either as shown on the sales brochures, renderings and other plans and specifications approved by the Municipality or any other authority having jurisdiction over same, or, to construct such Dwelling on a reverse mirror image plan, including reversal of garage siting and reversal of interior floor plan layout. The Purchaser hereby irrevocably accepts construction of a reverse mirror image Dwelling plan without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligations as to construction of the Dwelling type hereinbefore described. Further, in the event the Vendor determines, at its sole discretion, to construct the Dwelling at a grade level different than as depicted in

the sales brochures, renderings and other plans and specifications approved by the Municipality or any other authority having jurisdiction over same, necessitating a step, landing or series of steps to the front door, side door, rear door, or any door from the garage to the interior of the Dwelling (notwithstanding that such step, landing or series of steps may encroach into the garage parking area and/or affect the interior floor area of the dwelling adjacent to such step, landing or series of steps), the Purchaser hereby irrevocably agrees to accept such change without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligation as to construction of the Dwelling type hereinbefore described.

- (c) The 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 with a walk-out basement or rear deck where so indicated in this Agreement, or vice versa. In the event this Agreement calls for a walk-out basement or rear deck and such is not possible or reasonable in the Vendor's opinion or in the event this Agreement does not call for a walk-out basement or rear deck and such is required, pursuant to final approved grading and engineering plans, the Purchaser shall accept a credit in the Purchase Price, or, pay the additional cost involved in constructing such walk-out basement or rear deck, as the case may be (such costs shall be absolutely determined by Statutory Declaration sworn on the part of the Vendor).
- (d) The Purchaser acknowledges that certain lots within the subdivision may require catch basins in the rear yard and associated leads and that, hydro transformers, street light poles and hydrants will front onto certain lots (including the Property) within the subdivision. The Purchaser agrees to accept the Property subject to any retaining walls, catch basins, fencing, landscaping, multiple utility meters whether or not they service the Property or other subdivision enhancement features required pursuant to the municipally approved plans.
- (e) In the event the Purchaser completes this transaction and occupies the Dwelling at a time prior to the Vendor completing all of its work or construction within the subdivision, the Purchaser covenants and agrees to permit the Vendor and its agents and sub trades to enter upon the Property for the purposes of completing work on an adjoining property or other properties in the subdivision and the Purchaser shall not interfere with any work or construction being so performed by the Vendor and its agents and sub trades. The Purchaser agrees that this covenant may be pleaded by the Vendor as an estoppel to any action or opposition by the Purchaser.
- (f) The Purchaser acknowledges that all electrical, mechanical, rough-in changes will not be permitted unless processed and approved by Vendor 90 days prior to excavation of the dwelling.
- (g) The Purchaser covenants and agrees that he shall pay to the Vendor in advance for all extras, upgrades or changes ordered by the Purchaser at the time such order is made and the Purchaser further acknowledges and agrees that such payment is non-refundable in the event that this transaction is not completed for any reason whatsoever save and except for the default of the Vendor. Notwithstanding anything herein contained to the contrary, the Purchaser acknowledges and agrees that if, upon the Closing Date, any of the extras, upgrades or changes ordered by the Purchaser remain incomplete in whole or in part or if the Vendor shall, in its sole discretion, determine that it will not provide extras, upgrades or changes or cannot complete the extras, upgrades or changes then there shall be refunded or credited to the Purchaser in the manner following, that portion of the amount paid by the Purchaser in connection with such extras, upgrades or changes allocated to those extras, upgrades or changes which remain incomplete in whole or in part as aforesaid, as determined by the Vendor. The Purchaser further acknowledges and agrees that the amount so paid to the Purchaser (or for which, in the alternative, in the Vendor's discretion, the Purchaser received credit in the statement of adjustments) shall be accepted by the Purchaser as full and final settlement of any claim by the Purchaser with respect to the extras, upgrades or changes which remain incomplete as aforesaid. The Purchaser further acknowledges that the Vendor's liability with respect to such incomplete extras, upgrades or changes shall be limited

to the return of the amounts referred to aforesaid and, thereafter, there shall be no further liability upon the Vendor in connection with such incomplete extras, upgrades or changes and upon such payment being made or credit being given, the Vendor shall be deemed to have been released from any and all obligation, claims or demands whatsoever with respect to such incomplete extras, upgrades or changes. In the event the Purchaser neglects to advise the Vendor forthwith upon request as to the Purchaser's selection of finishing specifications, or orders any extras, upgrades in interior finishings, or performs any work in or about the Dwelling which causes delay in the Vendor's construction operations, the Vendor may require the Purchaser to complete this transaction on the Closing Date herein set out without holdback of any part of the Purchaser Price, on the Vendor's undertaking to complete any of the Vendor's outstanding work.

- (h) The Vendor is not responsible for shade difference occurring in the manufacture of items such as, but not limited to, finishing materials or products such as cushion floor, carpet, floor tiles, roof shingles, brick, aluminum or vinyl siding, bath tubs, water closets, sinks and other such products where the product manufacturer establishes the standard for such finishes. The Vendor is also not responsible for colour variations in natural products or the finishes on natural products such as but not limited to marble, granite, hardwood flooring, kitchen cabinets, wood stair railings, spindles, trim as well as stains or finishes applied to any of the aforesaid which colours may vary when finishes are applied to them. Nor shall the Vendor be responsible for shade difference in colour of components manufactured from different materials but which components are designed to be assembled into either one product or installed in conjunction with another product such as but not limited to plastic toilet seats, china toilets, enamel tubs, melamine cabinet finishes and paint and in these circumstances the product as manufactured shall be accepted by the Purchaser. Purchaser herein acknowledges that thresholds exist between rooms during transition areas of one material to another and accept varying heights therein.
- (i) All dimensions and specifications on sales brochures and other sales aids are artists' concept only and are approximate and subject to modification without prior notice at the sole discretion of the Vendor in compliance with the Ontario Building Codes. The location of mechanical installations may not be as shown on the sales brochures and will be located in accordance with approved plans and/or good construction practice and may result in room size or garage size reduction commensurate with the mechanicals being installed. The Purchaser acknowledges being advised by the Vendor that the Vendor has experienced a high theft rate of air-conditioning units when they are installed prior to the Closing Date. Accordingly, the Purchaser acknowledges that if the Agreement herein calls for the Vendor to install an air-conditioning unit, the Vendor has the right to install that unit, in accordance with the Agreement, within 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 therefore, such request to be received not later than thirty (30) days prior to the Closing Date by way of separate written request addressed to the Vendor's solicitor. The Purchaser acknowledges that the Purchaser shall assume all liability for the air-conditioning unit in the event that it is stolen after its installation prior to the Closing date and the Vendor shall not be obliged to replace same nor shall there be any adjustment in the Purchase Price with respect thereto.
- (j) Where any portion of any fence is within twelve (12) centimetres 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. If any portion of any fence is not deemed to be a Permitted Encroachment (an "Unpermitted Encroachment") then the Purchaser shall complete the transaction herein either upon the Vendor's undertaking to take all reasonable lawful steps to remove the Unpermitted Encroachment; or, at the Vendor's sole option, upon an abatement in the Purchase Price, such abatement to be calculated by multiplying

the Purchase Price by the ratio of the area of the Unpermitted Encroachment to the total area of the Property.

COMPLETION AND TARIION WARRANTY CORPORATION INSPECTION

4. The Vendor agrees to make available, and the Purchaser agrees to meet with a representative of the Vendor during the seven day working period immediately prior to Closing to inspect the Dwelling and verify that the Dwelling has been completed in accordance with the provisions of Paragraph 3(a) hereof. The Purchaser shall not be entitled to examine the Dwelling except when accompanied by a representative of the Vendor (no inspectors permitted, only those listed on the Agreement of Purchase & Sale). The Purchaser agrees to comply with all regulations under the *Occupational Health & Safety Act*, the wearing of head and foot protection and such other safety apparel as designated by the Vendor. The Purchaser further agrees to indemnify the Vendor against any fines incurred as a result of non-compliance with these provisions by the Purchaser. The Purchaser is to arrange the inspection with a representative of the Vendor and is to give the representative of the Vendor at least five (5) days prior notice of the said inspection. In the event of any items remaining uncompleted at the time of such inspection, only such uncompleted items shall be listed by the Vendor on the form of Certificate of Completion and Possession required to be completed pursuant to the provisions of the *Ontario New Home Warranties Plan Act* (the "Act"), which the Purchaser covenants to execute and which Certificate of Completion and Possession SHALL CONSTITUTE THE VENDOR'S ONLY UNDERTAKING TO COMPLETE THE SAID UNCOMPLETED ITEMS AND THE DWELLING. The Purchaser agrees that such uncompleted items as are included in the Certificate of Completion and Possession represent the balance of work to be completed by the Vendor with respect to the Dwelling and the Purchaser agrees that no further request for completion of items may be maintained by the Purchaser, and this shall serve as a good and sufficient release of the Vendor in that regard. The Purchaser further agrees that the Vendor shall have the right to enter upon the Property and Dwelling after completion of the transaction in order to complete such items as are included in the Certificate of Completion and Possession. The Vendor shall complete such items as are contained in the Certificate of Completion and Possession within a reasonable time after Closing, subject to weather conditions and the availability of supplies and trades. The Purchaser agrees that in no event shall the Purchaser be entitled to obtain possession of the Dwelling until and unless the Purchaser has executed the said Certificate of Completion and Possession. The warranties given under the Act replace any warranties at law or otherwise. The Purchaser agrees that any warranties given by the Vendor are limited to those under the Act and subject to the limitation periods prescribed within the Act. In the event the Purchaser has omitted to execute the Certificate of Completion and Possession prior to the Closing Date, the Vendor shall have the right to extend the Closing Date for a further period of seven (7) days by notice in writing delivered to or mailed to the Purchaser or to his Solicitor and, in the event the Purchaser has not completed an inspection and executed a Certificate of Completion and Possession prior to the extended Closing Date as aforesaid, 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 further agrees to have noted at the time of inspection on the form of Certificate of Completion and Possession any damages or defects found on the Dwelling's floor coverings, kitchen and bathroom cabinetry including countertops, bathtubs, sinks, toilets and other finished plumbing. These deficiencies listed on the form will be the limit of the Vendor's repairs to these items to be completed before or within a reasonable time after Closing, subject to availability of material and trades.
 - (a) The Purchaser agrees to forthwith upon request do all acts and execute and deliver all documents, both before and after Closing, as may be required by the Vendor or the relevant municipality (the "Municipality") in connection with the acceptance of the subdivision as a whole by the Municipality.
 - (b) Keys will be released to the Purchaser at the registry office or the construction site or the sales office or the head office of the Vendor, as the Vendor in its absolute discretion determines, unless otherwise specifically agreed in writing between the Vendor and the Purchaser. The Purchaser agrees that the Vendor's advice that keys

are available for release to the Purchaser constitutes a valid tender of keys on the Purchaser.

- (c) The Purchaser acknowledges that a Homeowner Information Package (HIP) is available from ONHWP and that the Vendor shall deliver a copy of the HIP to the Purchaser at or prior to the PDI to be undertaken between the Purchaser and the Vendor. The Purchaser covenants and agrees to execute a Confirmation of Receipt of the HIP forthwith upon receipt of the HIP from the Vendor.

ADJUSTMENTS

- 5. The hot water heater and tank are not included in the Purchase Price and shall remain chattel property. The Purchaser agrees to execute a rental contract for the said heater and tank and agrees to take all necessary steps to assume immediately on Closing, charges for hydro, water and other services, and the Vendor may recover any payments therefore from the Purchaser. The water meter is not included in the purchase if it is not the Property of the Vendor.
 - (a) The Purchaser acknowledges that taxes, fuel, water rates, assessment rates and local improvements are to be apportioned and allowed to the Closing Date. In the event realty taxes have not been individually broken down in respect of this Property and remain en bloc, then notwithstanding that such en bloc taxes may be outstanding and unpaid, the Purchaser covenants to complete this transaction and accept the Vendor's undertaking to pay realty taxes once individually assessed against this Property and agrees to pay on Closing a deposit to be readjusted and to be applied on account of the Purchaser's portion of realty taxes applicable to this Property. In the Vendor's sole and absolute discretion, it shall have the right to estimate the realty taxes for the calendar year in which the transaction is completed and the following calendar year where the Vendor has posted security for such taxes or has been advised by the applicable authority that taxes will be billed to its account for such following year and realty taxes shall be adjusted as if such sum had been paid by the Vendor notwithstanding that the same may not by the Closing Date have been levied or paid, subject, however, to readjustment upon the actual amount of said realty taxes being ascertained, and the Purchaser shall forthwith pay to the Vendor any balance owing to the Vendor upon receiving notice in writing thereof and the Vendor shall forthwith return to the Purchaser any balance owing to it. Municipal realty tax re-assessment and/or supplementary tax bills relating to the Dwelling constructed on the Property issued subsequent to the Closing Date shall be the sole responsibility of the Purchaser.
 - (b) The Purchaser shall be responsible for the levy imposed upon the Vendor or its solicitors by the Law Society of Upper Canada upon registration of a Transfer/Deed of Land or Charge/Mortgage of Land or any other instrument.
 - (c) The Purchaser shall be responsible for the cost of water, hydro and gas meter installations and water connection and sewer service connection charges, and hydro and gas energization charges (if any) for the Property.
 - (d) The Vendor represents and warrants that it is registered as a builder under the Act, as hereinafter defined, and that the Dwelling is or will be enrolled under the Act. The Purchaser covenants and agrees to reimburse the Vendor on Closing for the enrolment fee paid by the Vendor for the Dwelling under the Act.
 - (e) In the event that any level of government including, without limiting the generality of the foregoing, federal, provincial or municipal, shall impose a new levy, impost charge or any other charge or tax against the Property (the "New Charge") or increase any existing levy, impost charge or any other charge or tax against the Property (the "Increase in Levies") after the date of signing of this agreement by both parties, the Purchaser shall pay to the Vendor in addition to the Purchase Price an amount equal to the New Charge and/or Increase in Levies which amount will be added to the statement of adjustments and payable on the Closing Date.
 - (f) The Vendor shall have the option to collect and remit the retail sales tax, if any, payable by the Purchaser on chattels which are purchased in this transaction as a

charge on Closing and the allocation of such chattels will be estimated, if necessary, by the Vendor.

- (g) All proper readjustments shall be made after the Closing Date, if necessary, forthwith upon request. Any monies owing to the Vendor pursuant to such readjustment or as a result of any expenses incurred by the Vendor arising from a breach by the Purchaser of any of the Purchaser's obligations described in this Agreement shall be payable upon written demand by the Vendor and shall bear interest from the date of written demand at the rate of twelve (12%) percent per annum, calculated daily, not in advance and shall be a charge on the Property until paid and such charge shall be enforceable in the same manner as a mortgage in default.
- (h) The Vendor may reserve a Vendor's Lien, following the Vendor's usual form, for unpaid purchase monies or adjustments or claims herein provided together with the interest thereon as set forth in Paragraph 5(g) hereof, and the Vendor will upon request deliver to the Purchaser (for registration at the Purchaser's expense) a release of the Vendor's Lien after such monies have been received by the Vendor, together with the interest thereon as provided for herein have been received by the Vendor and upon payment of a discharge fee of \$100.00 plus Applicable Taxes.
- (i) A Two Hundred and Fifty Dollar (\$250.00) administrative fee shall be charged to the Purchaser for any cheque delivered to the Vendor pursuant to this Agreement, or for any extras ordered, which is returned "N.S.F." or upon which a "stop payment" has been ordered or is not honoured by the bank of the Purchaser for any other reason (collectively "Returned Cheque") and such administrative fee shall form a credit in favour of the Vendor in the statement of adjustments for each Returned Cheque and shall be paid on the Closing Date.
- (j) A fee of One Thousand Five Hundred Dollars (\$1,500.00) shall be charged to the Purchaser to be paid at the time a request is made by the Purchaser for a change in lot or model type if such request is made more than thirty (30) days after the date of acceptance of this agreement of purchase and sale and further provided that such change shall be subject to the approval of the Vendor, who's approval may be arbitrarily withheld.
- (k) The Purchaser shall pay as an adjustment on Closing the sum of Five Hundred Dollars (\$500.00) as a non-refundable grading fee to ensure compliance with subdivision grading requirements of the Subdivider and the municipality.
- (l) The Purchaser shall pay Three Hundred Dollars (\$300.00) in the event the Vendor has provided the Purchaser with a building or foundation survey.
- (m) The Purchaser shall pay as an adjustment on Closing the sum of Eight Hundred Dollars (\$800.00) if the Property has a single car driveway or the sum of Thirteen Hundred (\$1,300.00) if the Property has a double car driveway to reimburse the Vendor for the top coat Asphalt Driveway Paving Fee.
- (n) The Rebate Reduction amount (as hereinafter defined at paragraph 21, if any).
- (o) The fee, plus Applicable Taxes, paid by the Vendor to Canada Post for the provision of mail delivery services to the Property by way of a central mailbox shall be reimbursed to the Vendor on Closing.
- (p) Any charges, plus Applicable Taxes, paid by the Vendor to the Municipality and/or other governmental authority with respect to "Blue Boxes" or other recycling programs, such charges to be absolutely determined by statutory declaration sworn on the part of the Vendor shall be reimbursed to the Vendor on the Closing.
- (q) A \$150.00, plus Applicable Taxes, administrative fee shall be charged to the Purchaser for each sum that the Vendor permits to be paid to the Vendor's solicitor on account of the Purchase Price for the Property by wire transfer or direct deposit. All payments by wire transfer or direct deposit shall be made in strict accordance with the provisions of the Vendor's solicitor's wire transfer and direct deposit form,

which may be amended by the Vendor's solicitor from time to time. Without derogation from any other right or remedy of the Vendor, if such form is not complied with and a wire transfer or direct deposit is made on account of the Purchase Price, the Purchaser shall pay an additional adjustment of \$150.00 plus Applicable Taxes, as an administrative fee per occurrence.

ASSIGNMENT

6. The Purchaser represents to the Vendor upon which representation the Vendor has relied in accepting the Purchaser's offer that he is purchasing the property for his own personal use and not for short term speculative purposes. Prior to the Closing Date, the Purchaser covenants and agrees not to post any signs for sale, or list the Property for sale or advertise to others that the Property is or may be available for sale, offer for sale or sell, the Property or to enter into any agreement, conditional or otherwise, to sell the Property, or any interest therein, nor to assign this Agreement or any interest therein, or the benefit thereof, to any person without the prior written consent of the Vendor which may be arbitrarily and/or unreasonably withheld or delayed. As a condition of giving its consent, the assignor/transferor and the assignee/transferee will be required to execute and deliver to the Vendor the Vendor's standard form of assignment agreement and to pay to the Vendor on the date of execution and delivery of the assignment agreement the Vendor's administration and processing fee of \$5,000.00 plus Applicable Taxes and the Vendor's solicitor's fees in the amount of \$550.00 plus Applicable Taxes. Notwithstanding the aforementioned and for clarity, it is understood and agreed that the Purchaser shall only be entitled to assign this Agreement after the Vendor has entered into binding agreements of purchase and sale with respect to 100% of the residential units in the proposed subdivision. Notwithstanding such assignment, the Purchaser shall not be relieved of its obligations herein and in no event shall the Purchaser list or cause to be listed the Property for sale, lease or otherwise on a listing services system, including, without limitation, the Multiple Listing Service ("MLS"). The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is (or shall be) incapable of rectification, and accordingly the Purchaser acknowledges and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement effective upon the delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply. At any time prior to the Closing Date the Vendor shall be permitted to assign this Agreement to any party registered as a Vendor pursuant to the Act, and upon notification of assumption of this Agreement to the Purchaser, the Vendor shall be automatically released from all obligations arising pursuant to this Agreement and the Assignee shall continue from the date of such assignment as the Vendor as if it had been the original party to this Agreement.

DEFAULT

7. If any (a) monetary default by the Purchaser occurs under this Agreement; or (b) any non-monetary default by the Purchaser occurs under this Agreement and such non-monetary default continues for five (5) days after written notice thereof is given to the Purchaser or his solicitor, then the Vendor may retain all monies paid as liquidated damages without prejudice to any other rights of the Vendor and the Vendor may thereupon cancel this Agreement. If the Vendor is required to pay any lien, execution or encumbrance, the Purchaser shall reimburse the Vendor for all amounts and costs so paid. The Purchaser shall pay the Vendor's solicitor's fees in the amount of \$500.00 (plus applicable taxes and disbursements) for each letter or other form of notice sent to the Purchaser or the Purchaser's solicitor relating to any default by the Purchaser.
8. In the event that the person(s) executing this Agreement as Purchaser have done so for a disclosed or undisclosed beneficiary or principal, such person(s) executing this Agreement shall nevertheless be liable to the Vendor for the Purchaser's obligations under this Agreement and shall not plead such agency, trust relationship or other relationship as a defence to such liability.
9. In the event that this Agreement is terminated and the Purchaser is entitled to the return of its deposits and interest thereon in accordance with this Agreement, the Purchaser acknowledges that the Vendor and any undisclosed beneficiary, agent or other person or

corporation, shall not be liable for any damages or costs whatsoever incurred by the Purchaser resulting from the termination of this Agreement including, without limitation, relocation costs, moving costs, professional fees and disbursements, opportunity costs, loss of bargain or other damages or costs incurred by the Purchaser, whether direct or indirect and the Purchaser further acknowledges that this provision may be pleaded by the Vendor as a complete defence to any claim, action or proceeding which may be made or brought against the Vendor and/or its agents and/or affiliates.

FINANCING

10. Within fourteen (14) days, the Purchaser shall deliver to the Vendor:
 - (a) A mortgage commitment from a bank, trust company or other financial institution for at least 75% of the Purchase Price; or
 - (b) Evidence from a bank, trust company or other financial institution, indicating that the Purchaser has sufficient funds and is able to close this transaction without registering a mortgage against the Property. If the Vendor determines in its sole unfettered discretion that the evidence provided to it pursuant to this Paragraph 10(b) is insufficient or not acceptable for the purpose of Closing, the purchaser shall deliver a mortgage commitment for at least 75% of the Purchase Price to the Vendor within fourteen (14) days of request.

The Purchaser acknowledges and agrees that the failure of the Purchaser to deliver the documentation described at Paragraph 10 within the time periods described therein, shall be considered material default of this Agreement. This condition is inserted for the benefit of the Vendor and may be waived by the Vendor at its sole discretion.

CONVEYANCE

11. In the event the Vendor is unable to deliver to the Purchaser on or before Closing a conveyance of the Property free and clear of all encumbrances save as may be provided for in this Agreement, for any reason whatsoever, the Vendor at its option may require the Purchaser to pay the Vendor the balance due on Closing, which shall be deposited with the Vendor's solicitors in trust, with the interest earned to the benefit of the Vendor, and take possession of the Property on the Vendor's undertaking to deliver a conveyance in accordance with the provisions of this Agreement within such period as the Vendor may require and execute the Vendor's Occupancy Agreement. From and after the date of possession the Purchaser shall be responsible for realty taxes, water, hydro, gas and other public or private utilities. The parties further agree that upon the Vendor delivering to the Purchaser a conveyance in accordance with the terms of this Agreement, the monies held in trust shall be released to the Vendor and any further adjustments that may be required shall be made at the time of the delivery of the conveyance. The Vendor's solicitor shall undertake to the Purchaser not to release such monies to the Vendor until the Vendor has delivered a conveyance to the Purchaser in accordance with the terms of this Agreement.

TITLE

12. Provided the title is good and free from all encumbrances except as herein provided, and except as to building and other restrictions, and to any easement or right-of-way granted or to be granted for installation and/or maintenance of service, T.V. transmission system, mutual driveways, and for maintenance and repair of adjoining dwellings, if applicable. Furthermore, title to the Property may be subject to encroachments by portions of the buildings located on abutting lands, including eaves, eavestroughing, or other attachments to the roofs, and the Purchaser further acknowledges that portions of the Dwelling may encroach onto abutting lands where the right to do so exists. The Purchaser 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 sixty (60) days prior to the Closing Date, to examine the title at his own expense and if, within that time, any valid objection to title is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive this Agreement shall (except for the Purchaser's obligations for extras or changes), notwithstanding any intermediate act

or negotiations, be void and at an end, and the deposit monies shall be returned to the Purchaser, without interest, and the Vendor and the broker shall not be liable for any damages or costs whatsoever. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Property. The Purchaser acknowledges and agrees that the Vendor shall be entitled to respond to some or all of the requisitions submitted by the Purchaser through the use of a standard title memorandum or title advice statement prepared by the Vendor's solicitors and that the same shall constitute a satisfactory manner of responding to the Purchaser's requisitions. Further, the Purchaser agrees that in the event that any valid requisition is not sufficiently answered by the Vendor, then the requisition shall be deemed sufficiently answered if a title insurance policy, available for issuance to the Purchaser by any company which issues title insurance policies in Ontario, would insure over the title matter which is being requisitioned. Any tender of documents or money or giving of notice herein may be made or given either upon or to the party hereto or his solicitor, and money may be tendered by negotiable cheque certified by a Canadian Schedule "1" chartered bank. Provided further, that tender for any reason by the Vendor shall be deemed as sufficiently made when the Vendor or its solicitor appears at the recording Land Registry Office for the Property at two p.m. (or such other time agreed to by the parties) on the Closing Date or any extension thereof, and tender shall accordingly be deemed to have been sufficiently made by the Vendor notwithstanding the non-appearance of the Purchaser or his solicitor at such date. 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. Without limiting the generality of the foregoing, the Purchaser agrees as follows:

- (a) The Purchaser agrees to accept the Property subject to Municipal regulations and restrictions now or hereafter affecting the ownership or use of the Property and the Purchaser shall observe and comply with the said regulations and restrictions and with the terms and obligations imposed by the Subdivision Agreement, as hereinafter defined. The Purchaser agrees to accept title to the Property subject to any easements or licences for the installation of the maintenance of public or other utilities including, without limitation, telephone, hydro, gas, sewer, water and cable television, as well as any rights or easements reserved by the Vendor for maintenance purposes and roof overhangs, if necessary on or about the Property. The Purchaser shall execute any easements required for the said purposes upon being requested by the Vendor both before or after Closing. The Purchaser acknowledges that the Deed or Transfer of the Property may reserve such rights and easements.
- (b) 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.
- (c) The Purchaser agrees to accept the Property subject to any temporary easements, licenses or other rights in favour of the Vendor and/or its affiliates and/or the Vendor's assigned successors for construction and sales of any developments in the vicinity thereto.
- (d) The Purchaser agrees to accept the Property subject to any official plan and zoning amendments passed by the municipal corporation or regional municipality or other tier of municipal government having jurisdiction.
- (e) The Purchaser agrees to accept the Property subject to any agreement(s), easement(s) covenants and restrictions between or among the Vendor on its behalf and on behalf of the owner(s) of improvements constructed or to be constructed on lands adjoining or in the vicinity of the subject property.
- (f) The Purchaser acknowledges that title may be conveyed directly from the Subdivider of the lands, and not the Vendor, and the Purchaser hereby releases the Subdivider from all obligation, liability and responsibility whatsoever arising out of or associated with the construction of the Dwelling and installation of all other improvements within the lot boundaries, and the Purchaser agrees to execute and

deliver on Closing a separate acknowledgment and release in favour of the Subdivider to this effect.

- (g) In the event any mortgages are outstanding on Closing the discharge of which is the Vendor's obligation, the Purchaser agrees to accept the Vendor's solicitor's undertaking to obtain and register the discharge of the same within a reasonable period of time after Closing in full satisfaction of the Vendor's obligation in that regard.
- (h) The Vendor may have agreed to acquire registered title to the Property from the Subdivider on terms set forth in a separate purchase agreement. In the event the Vendor fails to acquire title through no fault of the Vendor, this Agreement of Purchase and Sale shall, at the sole option of the Vendor, be terminated, all deposit monies shall be repaid to the Purchaser without interest or deduction, and all parties hereto shall be relieved of any liability or obligation hereunder.
- (i) The Purchaser agrees to provide the name, address and telephone number of his solicitor to the Vendor or its solicitor in writing no later than 60 days prior to the Closing. Should the Purchaser fail to provide this information and/or during such 60 day period change solicitors, the Purchaser may be charged a fee plus Applicable Taxes on the Statement of Adjustments, as determined by the Vendor and/or its solicitor. The Purchaser agrees to provide the Vendor's Solicitor with a written direction as to whom title is to be conveyed no later than thirty (30) days prior to the Closing Date, failing which, the Vendor is hereby directed to convey title to the Purchaser(s) set forth and named in this Agreement. Prior to Closing, the Purchaser covenants not to register this Agreement or any other document, including without limitation, a Purchaser's lien, on title to the Property.
- (j) The Purchaser agrees that the retention by the relevant authority of security that is satisfactory to such authority intended to guarantee fulfillment of any outstanding obligations under any of the aforementioned agreements shall be deemed to be satisfactory compliance with the terms and provisions of the agreements. It is understood and agreed that the Vendor shall not be obliged to obtain or register on title to the Dwelling or property a release of (or an amendment to) any of the aforementioned development agreements, site plan agreements, subdivision agreements, easements, reciprocal agreements, or restrictive covenants, nor shall the Vendor be obliged to have any of the same deleted from title to the property. The Purchaser shall satisfy themselves as to the Vendor's due compliance with the provisions of any such agreements, licenses, restrictions or easements listed herein.
- (k) The Purchaser shall execute any easements required for the said purposes upon being requested by the Vendor both before or after Closing. The Purchaser acknowledges that the Deed or Transfer of the Dwelling may reserve such rights and easements.

AFTER CLOSING

13. In the event that after taking possession of the Dwelling, the Purchaser shall complete and/or install any additions and/or improvements such as, but not limited to, porches, patios, plantings, paved driveways or fences which are located within six (6) feet of an external wall, the Purchaser will remove such addition and/or improvements prior to the Vendor taking any corrective actions which it is required to take. The Purchaser also agrees and acknowledges as follows:
 - (a) In the event that after taking possession of the Dwelling, the Purchaser shall complete and/or install any improvements, additions or alterations thereto, including, but not limited to, finishing basement, wallpapering, cabinetry and/or mouldings and/or finishings, the Purchaser shall be required to remove such improvements, additions or alterations at his own expense, in the event that the Vendor shall be required to carry out any repairs or replacements to the Dwelling in the area of such improvements, additions or alterations.
 - (b) The Purchaser acknowledges that grading and sodding shall be done between June and October (weather permitting and subject to availability of supplies) of any year

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

- (c) The Purchaser covenants to occupy the Dwelling forthwith after Closing. The Purchaser agrees not to finish the whole or any part of the basement of the Dwelling for a period of twenty-four months after the Closing Date or such longer period, which is equivalent to the warranty period under the Act for basement repairs. The Purchaser hereby releases the Vendor from any liability whatsoever in respect of water damage to basement improvements and chattels stored in basement resulting from water seepage or leakage, including any consequential damages arising therefrom.
- (d) The Purchaser acknowledges that the Vendor has a master key for the subdivision and in the event that the Purchaser wishes to change any locks, he may do so, at his own expense, any time after Closing.
- (e) If settlement occurs due to soil disturbances around the Dwelling, the walkways, driveways and sodded areas, all minor settlements shall be the responsibility of the Purchaser, and the Vendor will rectify any major settlement once only, and such work, unless of an emergency nature, will be completed when reasonably feasible and according to the Vendor's work program and availability of materials and tradesmen's services. The Vendor is not responsible for any damage to the Dwelling, which the Vendor considers of a minor nature by reason of such settlement.
- (f) No request by the Purchaser for homeowner service will be processed by the Vendor unless such request is in writing other than emergency service, such as no heat, water or hydro.
- (g) The Purchaser agrees that after Closing, he will grant any easements or licenses for the installation of the maintenance of public, private or other utilities and/or services including, without limitation, telephone, electricity, gas, sewer, water, cable or satellite, as well as any rights, easements and interests in land reserved by the Vendor. The Purchaser acknowledges that the Deed or Transfer of the Dwelling may reserve such rights and easements.

BREACH OF CONTRACT

- 14. Any breach by the Purchaser of any of the provisions of this Agreement shall entitle the Vendor, in addition to any rights or remedies that the Vendor may have in law or otherwise, to give notice to the Purchaser declaring this Agreement null and void, whereupon all deposit monies paid hereunder, and any monies paid for extras, shall be forfeited to the Vendor as liquidated damages and not as a penalty and the Purchaser shall have no further right to or interest in the Property.

UNLAWFUL WORK

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

of the Purchaser which he shall pay to the Vendor forthwith upon written request for payment for same and/or at the option of the Vendor, it may declare this Agreement of Purchase and Sale null and void. The Purchaser agrees that anything constructed by the Vendor which is not accessible due to the Unlawful Works shall not be covered by the Act. The Purchaser also agrees as follows:

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

DAMAGES BEFORE CLOSING

16. The Dwelling shall be and remain at the risk of the Vendor until the Closing Date, and pending completion of the sale the Vendor will hold all insurance policies and the proceeds thereof in trust for the parties as their interests may appear. In the event that the Dwelling is substantially damaged or destroyed, and the Vendor's lender requires that insurance proceed be applied to reduce its loan rather than to the reconstruction of the Dwelling and the Vendor does not have alternate financing arrangements satisfactory to the Vendor, in its sole, absolute and unfettered discretion, then the Purchaser and Vendor agree that such event shall constitute a frustration of this Agreement and the Purchaser's deposits shall be returned to the Purchaser with interest as required by law, without deduction, and the Vendor shall not be liable for any costs and/or damages incurred by the Purchaser thereby whatsoever arising from (or in connection with) the termination of this transaction by virtue of the frustration of this Agreement.

CONTRACT

17. 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. In the event this Agreement, in future, is amended in order to accelerate the Closing of the transaction or to change or alter the construction specifications of the Dwelling by giving the Purchaser a credit or reduction against the Purchase Price and the Purchaser fails to complete the transaction, all damages shall be assessed as if such amendment was not entered into. In the event any one or more of the provisions of this Agreement or any portion or portions thereof are invalid or unenforceable, the same shall be deemed to be deleted herefrom and shall not be deemed to affect the enforceability or validity of the balance of this Agreement of Purchase and Sale. The Purchaser, if required by the Vendor, shall execute and deliver on Closing one or more covenants incorporating the terms hereof. There is no representation, warranty, collateral Agreement or condition affecting this Agreement or the Property, or supported hereby, except as set forth herein in writing. Oral representations or warranties by the Vendor or its agents shall not form part of nor shall they amend this Agreement. 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. All buildings and equipment shall be and remain at the Vendor's risk until Closing. In addition, the Purchaser agrees as follows:

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

SUBDIVISION AGREEMENT REQUIREMENTS

18. The Purchaser acknowledges and agrees that title may on Closing 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, water mains and all other services in accordance with the requirements of the Municipality. The Purchaser agrees that the Vendor shall not be obligated on Closing or thereafter to obtain releases of such subdivision or other development agreements provided that the same have been complied with as of the Closing Date and the Purchaser shall satisfy himself as to compliance. The Purchaser also acknowledges and agrees as follows:

- (a) 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.
- (b) The Purchaser acknowledges that the subdivision agreement entered into between the Subdivider and the Municipality (the "Subdivision Agreement"), may require the Vendor to provide the Purchaser with certain notices ("Notices"), including, but not limited to, land usage, maintenance of Municipal fencing, school transportation, noise levels from adjacent roadways, noise and/or vibration levels from nearby railway lines, the absence of door-to-door mail delivery, the location of "super mailboxes", and in general, any other matter that may be deemed by the Municipality to inhibit 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 Notices are not yet available, or if after they are available, they are amended by the Municipality, or are inadvertently omitted or misquoted by the Vendor herein, and if the Municipality requires the Purchaser to receive a copy of the Notices, then a copy of the Notices as revised as necessary, shall be mailed to the Purchaser's address as shown on this Agreement or to the Purchaser's solicitor and such mailing shall be deemed to constitute appropriate notification. The Purchaser agrees to be bound by the contents of any such notice and covenants to execute forthwith upon request, an acknowledgement containing such notice if and when requested to do so by the Vendor.

COLOUR AND MATERIAL SELECTION

19. Wherever in this Agreement the Purchaser has the right to choose colours or materials, he shall do so within ten (10) days after notification by the Vendor and the Purchaser shall make his selection of such colours and/or materials, whatever the case may be, from the Vendor's samples and list same on the Vendor's colour selection form. The Purchaser also agrees as follows:

- (a) In the event that the Purchaser shall desire to select colours or materials from other than the Vendor's samples, he must negotiate such colours or materials directly with the Vendor or the Vendor's subtrade or supplier as directed by the Vendor and attend to payment of any additional cost as a result of such choice to the Vendor or the Vendor's subtrade or supplier directly, as directed by the Vendor. Acceptance of same is at the sole discretion of Vendor.
- (b) In the event that the Purchaser shall have made a choice of colours and/or materials from either the Vendor's samples or otherwise as aforesaid and because of lack of supply the installation of such colour choice and material cannot be completed in

accordance with the Vendor's construction schedule, the Purchaser shall choose alternate colours and materials within three (3) days and in the event the Purchaser fails to make an alternate selection as aforesaid, the Vendor shall have the option of choosing the colours and materials and the Purchaser shall be obligated to accept same.

- (c) In the event that by the Closing Date the installation of the selected colours and upgraded materials or other work to be performed by the Vendor or its subtrade(s) has not been completed, and as a result thereof the Dwelling has not been completed, then the Purchaser shall, notwithstanding such incomplete work, complete the transaction on the Closing Date and shall pay the full amount required to be paid on Closing in accordance with this Agreement, notwithstanding that an occupancy permit may not be available as a result thereof.
- (d) In the event that the Purchaser shall not have made his selection within ten (10) days after notification by the Vendor or an extended date acceptable to the Vendor, then the Vendor shall have the option of choosing the colours and materials for and on behalf of the Purchaser and the Purchaser agrees to accept same.
- (e) In the event that the Purchaser has installed or has requested the Vendor to install a different floor covering than that which the Vendor would normally install in the dwelling, then the Purchaser agrees that if any defects should come to light for which the Vendor is normally responsible and repairs to which require the removal of the said floor covering, the Vendor will not be responsible to effect such repairs. For purposes of this Agreement "floor covering" shall mean any type of finished floor covering which is normally placed on the sub-floor and without limiting the generality of the foregoing, shall include tile, hardwood, marble, terrazzo and carpet.
- (f) Where omissions occur on the original colour selection sheet, the Purchaser acknowledges that selection by the Vendor will be final.
- (g) Upgrades listed on a standard colour chart will not be deemed to be part of the Agreement of Purchase and Sale. **Should the Purchaser include upgrades on said Colour Chart without accompanying payment, the Vendor shall charge for the cost of said upgrade on Closing.**
- (h) The Purchaser agrees that if after having made the original colour selections the Purchaser does make a change erroneously or otherwise, he will be deemed responsible for all errors resulting from any double selections. Any change to processed selection will be subject to an Administration charge of \$250.00 plus Applicable Taxes. An Administration charge of \$250.00 plus Applicable Taxes will also be charged to the Purchaser for cancellation of colour selection appointments without 24 hours notice.
- (i) The Purchaser further agrees that in the event that the Vendor has preselected colours prior to the purchase herein of the Property, the prescribed colours shall be final notwithstanding that the Purchaser may have completed a colour selection/chart.

MODEL HOMES

20. The Purchaser acknowledges that he has purchased the Dwelling on the basis of plans which he has viewed and not from a model. The Purchaser acknowledges that the model homes, if any, may have items installed for decor purposes, such as, but not limited to, upgraded flooring materials, ceramic tile, hardwood, carpet, paint, kitchen cabinets, lighting, driveways, walkways, railings and pickets, skylights, entry doors, interior doors, paneling, wallpaper, window treatment, drapes, curtains, plumbing supplies, intercom systems, alarm systems, landscaping, decks and finished basements. The Purchaser acknowledges and agrees that these decor items will not be included in the Purchase Price and that the contract will consist of only those items listed on Schedule "A".
- (a) Notwithstanding anything herein written, if at the time that this Agreement of Purchase and sale is executed, the dwelling 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.

H.S.T. CLAUSE

21. (a) It is acknowledged and agreed by the parties hereto that the Purchase Price already includes a component equivalent to both the federal portion and, if applicable, the provincial portion of the Harmonized Goods and Services tax or single sales tax exigible with respect to this purchase and sale transaction less the Rebate as defined below (hereinbefore and hereinafter referred to as the "HST"), and that the Vendor shall remit the HST to Canada Revenue Agency ("CRA") on behalf of the Purchaser forthwith following the completion of this transaction. For the purposes of this Agreement, "HST" also includes the federal Goods and Services Tax or any replacement tax, value added tax, sales tax, harmonized sales tax, or other tax or levy imposed by any federal, provincial or other governmental authority and exigible on the Purchase Price or the other amounts payable under this Agreement. Any reference to the Excise Tax Act or any provisions thereof shall also be deemed to include references to successor, analogous or replacement legislation, regulations, or policies mutatis mutandis. The Purchaser hereby warrants and represents to the Vendor that with respect to this transaction, the Purchaser qualifies for the new housing rebate applicable pursuant to Section 254 of the Excise Tax Act (Canada), as may be amended from time to time, and the new housing rebate announced by the Ontario Ministry of Revenue as well as any transitional rebates, (collectively, the "Rebate") in its Information Notice dated June 2009 – No. 2 (the "Ontario Circular") and as same may be amended or replaced from time to time, and further warrants and represents that the Purchaser is a natural person who is acquiring the Property with the intention of being the sole beneficial owner thereof on the Closing Date (and not the agent or trustee for or on behalf of any other party or parties), and covenants that upon the Closing Date, the Purchaser or one or more of the Purchaser's relations (as such term is defined in the Excise Tax Act) shall personally occupy the Dwelling as his primary place of residence, for such period of time as shall be required by the Excise Tax Act, and any other applicable legislation, in order to entitle the Purchaser to the Rebate (and the ultimate assignment thereof to and in favour of the Vendor) in respect of the Purchaser's acquisition of the Property. The Purchaser further warrants and represents that he has not claimed (and hereby covenants that the Purchaser shall not hereafter claim), for the Purchaser's own account, any part of the Rebate or the RST transitional housing rebate referred to in the Ontario Circular (the Transitional Rebate) in connection with the Purchaser's acquisition of the Property, save as otherwise hereinafter expressly provided or contemplated. The Purchaser hereby irrevocably assigns to the Vendor all of the Purchaser's rights, interests and entitlements to the Rebate and the Transitional Rebate (and concomitantly releases all of the Purchaser's claims or interest in and to the Rebate and the Transitional Rebate, to and in favour of the Vendor), and hereby irrevocably authorizes and directs CRA to pay or credit the Rebate and the Transitional Rebate directly to the Vendor. In addition, the Purchaser shall execute and deliver to the Vendor, forthwith upon Closing the Vendor's or the Vendor's Solicitor's request for same (and in any event on or before the Closing Date), all requisite documents and assurances that the Vendor or the Vendor's Solicitor may reasonably require in order to confirm the Purchaser's entitlement to the Rebate and/or to enable the Vendor to obtain the benefit of the Rebate and the Transitional rebate (by way of assignment or otherwise), including without limitation, the New Housing Application for Rebate of Goods and Services Tax For as prescribed from time to time (the "Rebate Forms"). The Purchaser covenants and agrees to indemnify and save the Vendor harmless from and against any loss, cost, damage and/or liability (including an amount equivalent to the Rebate and the Transitional Rebate, plus penalties and interest thereon) which the Vendor may suffer, incur or be charged with, as a result of the Purchaser's failure to qualify for the Rebate or as a result of the Purchaser having qualified initially but being subsequently disentitled to the Rebate, or as a result of the inability to assign the benefit of the Rebate or the Transitional Rebate to the Vendor (or the ineffectiveness of the documents purporting to assign the

benefit of the Rebate or the Transitional Rebate to the Vendor). As security for the payment of such amount, the Purchaser does hereby charge and pledge his interest in the Property with the intention of creating a lien or charge against same. It is further understood and agreed by the parties hereto that:

- (i) if the Purchaser does not qualify for the Rebate, or fails to deliver to the Vendor or the Vendor's Solicitor forthwith upon the Vendor's or the Vendors Solicitor's request for same (and in any event before the Closing Date) the Rebate Forms duly executed by the Purchaser, together with all other requisite documents and assurances that the Vendor or the Vendor's Solicitor may reasonable require from the Purchaser or the Purchaser's Solicitor in order to confirm the Purchaser's eligibility for the Rebate and/or to ensure that the Vendor ultimately acquires (or is otherwise assigned) the benefit of the Rebate and the Transitional Rebate; or
 - (ii) if the Vendor believes, for whatever reason, that the Purchaser does not qualify for the Rebate, regardless of any documentation provided by or on behalf of the Purchaser (including any statutory declaration sworn by the Purchaser) to the contrary, and the Vendor's belief or position on this matter is communicated to the Purchaser or the Purchaser's solicitor on or before the Closing Date; then notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Purchaser shall be obliged to pay to the Vendor (or to whomever the Vendor may in writing direct), by certified cheque delivered on the Closing Date, an amount equivalent to the Rebate and/or the Transitional Rebate, in addition to the Purchase Price and in those circumstances where the Purchaser maintains that he is eligible for the rebate despite the Vendor's belief to the contrary, the Purchaser shall (after payment of the amount equivalent to the Rebate as aforesaid) be fully entitled to pursue the procurement of the Rebate directly from the CRA. It is further understood and agreed that the in the event that the Purchaser intends to rent out the Dwelling after the Closing Date, the Purchaser shall not be entitled to the Rebate, but may nevertheless be entitled to pursue, on his own after the Closing Date, the federal and provincial new rental housing rebates directly with CRA, pursuant to Section 256.2 of the Excise Tax Act, as may be amended from time to time, and other applicable legislation to be enacted relating to the provincial new rental housing rebate.
- (b) Notwithstanding any other provision herein contained in this Agreement, the Purchaser acknowledges and agrees that the Purchase Price does not include any HST exigible with respect to any of the adjustments payable by the Purchaser pursuant to this Agreement, or any extras or upgrades or changes purchased, ordered or chosen by the Purchaser from the Vendor which are not specifically set forth in this Agreement, and the Purchaser covenants and agrees to pay such HST to the Vendor in accordance with the Excise Tax Act. In addition, and without limiting the generality of the foregoing, in the event that the Purchase Price is increased by the addition of extras, changes, upgrades or adjustments and as a result of such increase, the quantum of the Rebate that would otherwise be available is reduced or extinguished (the quantum of such reduction being hereinafter referred to as the "Rebate Reduction") then the Purchaser shall pay to the Vendor on the Closing Date the amount of (as determined by the Vendor in its sole and absolute discretion) the Rebate Reduction.

NOTICE

22. (a) Save and except for any notices to be provided pursuant to the Tarion Addendum and Statement of Critical Dates, any notice desired or required to be given to the Purchaser shall be in writing, and either delivered personally or by prepaid mail, addressed to the Purchaser's solicitor or to the Purchaser at the address provided on the front page of this Agreement or in the Tarion Addendum and Statement of Critical Dates, or telefaxes to the Purchaser's solicitor or the Purchaser's telefax number as provided in the Tarion Addendum and Statement of Critical Dates, or electronically mailed to either the Purchaser at the address contained in the Tarion Addendum and Statement of Critical Dates or to the Purchaser's solicitor, with all

such address and contact information set out on the front page of this Agreement or in the Tarion Addendum and Statement of Critical Dates subject to other updates of information that may be provided to the Vendor from time to time or otherwise in accordance with this Agreement. If such notice is mailed, it shall be deemed to have been received by the Purchaser on the day (excluding Saturdays, Sundays and statutory holidays) following the date of its mailing, and if such notice is personally delivered, same shall be deemed to have been received on the date of such personal delivery, and if telefaxed, same shall be deemed to have been received on the day (excluding Saturdays, Sundays and statutory holidays) following the transmission of the telefax, and if electronically mailed, same shall be deemed to have been received on the day (excluding Saturdays, Sundays and Statutory holidays) following the date of its electronic mailing.

- (b) Save and except for any notices to be provided pursuant to the Tarion Addendum and Statement of Critical Dates, any notice desired or required to be given to the Vendor shall be in writing, and either delivered personally or by prepaid mail addressed to the Vendor's solicitor at the address noted herein and to the Vendor or telefaxed to the Vendor's solicitor. If such notice is mailed, it shall be deemed to have been received by the Vendor on the 3rd day (excluding Saturdays, Sundays and statutory holidays) following the date of its mailing, and if such notice is personally delivered, same shall be deemed to have been delivered on the date of such personal delivery, and if telefaxed, same shall be deemed to have been received on the day (excluding Saturdays, Sundays and statutory holidays) following the transmission of the telefax.
- (c) The Purchaser acknowledges and agrees that upon entering into this Agreement, he/she shall provide in the Tarion Addendum and Statement of Critical Dates the Purchaser's electronic mail address, and forthwith upon request by the Vendor the Purchaser's solicitor's electronic mail address.
- (d) The Purchaser covenants to forthwith and without delay retrieve, collect, receive and read all notices sent to the Purchaser by the Vendor or the Vendor's solicitor.
- (e) The Purchaser shall advise the Vendor of any changes in any of its mailing address, telephone number or electronic mail address or of its solicitors forthwith upon such change, failing which the Purchaser shall be charged a fee of \$250.00 plus Applicable Taxes on the statement of adjustments.

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

ELECTRONIC REGISTRATION

- 23. In the event that the electronic registration system (hereinafter referred to as the "Electronic System" or ERS") is operative in the applicable Land Registry Office in which the Property is registered, then at the option of the Vendor's solicitor, the following provisions shall prevail, namely:
 - (a) the Purchaser shall be obliged to retain a lawyer in good standing with the Law Society of Upper Canada to represent the Purchaser in connection with the completion of the transaction and shall authorize such lawyer to enter into an escrow closing agreement with the Vendor's solicitor on the latter's standard form (hereinafter referred to as the "Escrow Document Registration Agreement"), establishing the procedures and timing for completing this transaction. The Purchaser shall reimburse the Vendor as an adjustment on closing for any additional legal costs that the Vendor may incur to complete this transaction under ERS of \$250.00, plus Applicable Taxes;
 - (b) the delivery and exchange of documents and monies for the Property and the release thereof to the Vendor and the Purchaser, as the case may be:
 - (i) shall not occur contemporaneously with the registration of the transfer/deed (and other registerable documentation); and

- (ii) shall be governed by the Escrow Document Registration Agreement, pursuant to which the solicitor receiving the documents and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Escrow Document Registration Agreement;
 - (c) if the Purchaser's lawyer is unwilling or unable to complete this transaction via ERS, in accordance with the provisions contemplated under the Escrow Document Registration Agreement, then said lawyer (or the authorized agent thereof) shall be obliged to personally attend at the office of the Vendor's solicitor at 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 via personal delivery or if agreed to by the Vendor's solicitor, by electronic funds transfer to the Vendor's solicitor (or in such other manner as the latter may direct) prior to the release of the transfer/deed for registration;
 - (e) each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the Property shall be delivered to the other party hereto on or before the Closing Date; and
 - (f) notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor's solicitor has:
 - (i) delivered all closing documents and/or funds to the Purchaser's solicitor in accordance with the provisions of the Escrow Document Registration Agreement;
 - (ii) advised the Purchaser's solicitor, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
 - (iii) has completed all steps required by ERS in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor without the cooperation or participation of the Purchaser's solicitor, and specifically when the "completeness signatory" for the transfer/deed has been electronically "signed" by the Vendor'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.
24. This Offer is irrevocable by the Purchaser until one minute before midnight on the irrevocable date hereinbefore set out, after which time if not accepted, this Offer shall be void and the deposit monies returned to the Purchaser, without interest. This transaction shall be completed on the Closing Date, on which date vacant possession of the Dwelling is to be given to the Purchaser.

EXTENSION

25. The Vendor may unilaterally 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 close on the Firm Closing Date or Delayed Closing Date, as the case may be. The parties hereto acknowledge that delayed closing compensation will not be payable for such period and that the Vendor may not impose any penalty or interest charge upon the Purchaser with respect to such extension. 'Firm Closing Date', 'Delayed Closing Date' and Business Day' are defined in the Addendum.

The Purchaser acknowledges that the Closing Date as described in this Agreement may be

extended in accordance with the Act and the Tarion Addendum and Statement of Critical Dates.

Forthwith upon any termination of this Agreement the Purchaser shall execute and deliver to the Vendor the form of Mutual Release and Termination Agreement that may be required by the Vendor and/or Tarion in the circumstances of such termination.

CREDIT REPORT

26. The Purchaser acknowledges having been notified by the Vendor that the consumer report containing credit and/or personal information may be applied for, obtained or referred to in connection with this transaction and the Purchaser hereby consents to same and to forthwith execute any documents and authorizations required by the Vendor in this regard.

SUBORDINATION

27. The Purchaser agrees that this Agreement shall be subordinated to and postponed to any mortgage(s) arranged by the Vendor and any advances made thereunder from time to time or liabilities secured thereunder and to any agreements, easements, licenses, rights covenants and restrictions referred to herein to which title to the Property may be subject. The Purchaser agrees to execute all necessary documents and assurances to give effect to the foregoing as requested by the Vendor.

CLOSING DOCUMENTS

28. The Purchaser acknowledges that the Vendor is not required to deliver “hard” or paper copies of the documentation pertaining to the Closing of the herein transaction, draft or otherwise, to the Purchaser or the Purchaser’s solicitor (the “Closing Documentation”). The Vendor or the Vendor’s representatives may, deliver to the Purchaser or the Purchaser’s solicitor any or all of the Closing Documentation by email and/or by website. If delivered by website, the Closing Documentation shall be made available for download on an internet website designated by the Vendor and access to such website shall be effected by way of a confidential password to be provided to the Purchaser and/or the Purchaser’s solicitor.

ORAL REPRESENTATIONS DO NOT FORM PART OF NOR CAN THEY AMEND THIS AGREEMENT.

Purchaser(s) Initials

SCHEDULE "E" – SITE PLAN



Rendering is artist concept and is subject to change without notice.

**SCHEDULE “F” – PURCHASER’S CONSENT TO THE COLLECTION AND LIMITED
USE OF PERSONAL INFORMATION**

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

- (a) the Vendor’s sales agents, and any companies or legal entities that are associated with, related to, affiliated with the Vendor, other future real estate developers that are likewise associated with, related to or affiliated with the Vendor (or with the Vendor’s parent/holding company) and are developing one or more other real property developments or commercial properties that may be of interest to the Purchaser or members of the Purchaser’s family, for the limited purposes of marketing, advertising and/or selling various products and/or services to the Purchaser and/or members of the Purchaser’s family;
- (b) one or more third party data processing companies which handle or process marketing campaigns on behalf of the Vendor or other companies that are associated with the Vendor, and who may send (by e-mail or other means) promotional literature / brochures about new real property developments and/or related services to the Purchaser and/or members of the Purchaser’s family;
- (c) any financial institution (s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser and/or members of the Purchaser’s families;
- (d) any private lender’s or financial institution(s) or their assignee or successor, providing (or wishing to provide) financing, or mortgage financing, banking and/or other financial or related services to the Vendor, the Tarion Warranty Corporation and/or any warranty bond provider, required in connection with the development and/or construction financing of the Property;
- (e) any insurance companies providing (or wishing to provide) insurance coverage with respect to the Property (or any portion thereof), including without limitation, any title insurance companies providing (or wishing to provide) title insurance to the Purchaser or the Purchaser’s mortgage lender(s) in connection with the completion of this transaction;
- (f) any trades/suppliers or sub-trades/suppliers, who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the Property and the installation of any extras or upgrades ordered or requested by the Purchaser;
- (g) one or more providers of cable television, telephone, telecommunication, security alarm systems, hydro-electricity, chilled water/hot water, gas and/or other similar or related services to the Property (or any portion thereof), unless the Purchaser advises the Vendor in writing not to provide such personal information to an entity providing security alarm systems and services;
- (h) any relevant governmental authorities or agencies, including without limitation, the Land Titles Office (in which the Property is registered), the Ministry of Finance for the Province

of Ontario (i.e. with respect to Land Transfer Tax), and Canada Revenue Agency (i.e. with respect to HST);

- (i) Canada Revenue, to whose attention the appropriate interest income tax information return and/or the non-resident withholding tax information return is submitted (where applicable), which will contain or refer to the Purchaser's social Income Tax Act R.S.C. 1985, as amended, or for the benefit of the Vendor or its related or parent company where the Purchaser has agreed to provide financial information to the Vendor to confirm the Purchaser's ability to complete the transaction contemplated by the agreement of purchase and sale, including the Purchaser's ability to obtain sufficient mortgage financing;
- (j) the Vendor's solicitors, to facilitate Closing of this transaction, including the closing by electronic means via the Teraview Electronic Registration System, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation.
- (k) The Vendor's accountants and/or auditors who will prepare the Vendor's regular financial statements and audits;
- (l) The Vendor's solicitors for the purposes of facilitating closing of the transaction and enforcement of the Vendor's rights under the Agreement of Purchase and Sale; and
- (m) Any person, where the Purchaser further consents to such disclosure or where disclosure is required by law.

The Purchaser acknowledges and agrees that the aforesaid information has been provided to the Vendor with the Purchaser's knowledge and consent.

The Purchaser also acknowledges and consents to the Purchaser's name and personal information remaining in the Vendor's file for the uses and purposes set out above.

Purchaser's Signature

Purchaser's Signature

**SCHEDULE “G” – AN IMPORTANT NOTICE TO NEW HOME PURCHASERS FROM
THE CITY OF BRAMPTON**



2 Wellington Street West
Brampton, Ontario L6Y 4R2
905-874-2616

The Mayor and members of City Council are pleased that you are considering the purchase of a new home in Brampton. To help you make the right choice, our City Hall staff can provide answers to many questions about this development and the surrounding community.

You are encouraged to first view the Homebuyers' Information Map displayed in this sales office, which you have received a copy of, and if you have any further questions, please contact any of the City departments listed on the map at your convenience.

Have you considered the following facts on the Homebuyers' Information Map before purchasing a new home in this subdivision?

- The map shows that there will be several types of housing in the subdivision, including townhouses and apartment buildings. If you are concerned, please call 905-874-2050.
- Sites shown on the map for future schools, apartments, townhouses, churches, shopping plazas, parks, etc. could have driveways anywhere along their street frontage. If you are concerned, please call 905-874-2050.
- Some streets in this subdivision will be extended in the future and temporary access roads will be closed. If you are concerned, please call 905-874-2050.
- There may be catchbasins or utility easements located on some lots in this subdivision. If you are concerned, please call 905-874-2532.
- Some lots and development blocks will be affected by noise from adjacent roads, the Railway, industries, or aircraft, and warnings will apply to purchasers. If you are concerned, please call 905-874-2472.
- The map shows that some of the lots affected by noise will be fitted with noise barriers and some of the homes will be provided with central air conditioning to allow bedroom windows to be closed if necessary due to the noise. If you are concerned, please call 905-874-2472.
- Valleys and stormwater management ponds in this subdivision will be left in a natural condition with minimal maintenance or no grass cutting. If you are concerned, please call 905-874-2338.
- Door-to-door mail delivery will not be provided in this subdivision and Community Mail Boxes will be directly beside some lots. If you are concerned, please call 1-800-267-1177.
- School and church sites in this subdivision may eventually be converted to residential uses and houses will be built instead. If you are concerned, please call 905-874-2050.
- Some streets will have sidewalks on both sides while others will have them on only one side or not at all. If you are concerned, please call 905-874-2532.
- The completion of some dwellings in this subdivision may be delayed until after the completion of exterior finishes on the adjacent buildings. If you are concerned, please call 905-874-2441.
- A warning clause shall be entered into all offers of Purchase and Sale, for all Lots or Blocks abutting all designated parks, open space and stormwater management blocks advising potential purchasers that the adjacent land may contain active recreational facilities. Purchasers are advised that residents close to these blocks may be disturbed by users and/or facilities within the subject blocks. For more information, please call the City of Brampton Community Design, Development Engineering Services Division at 905-874-2322.

FOR FURTHER GENERAL INFORMATION ON PROPOSED AND EXISTING LAND USES, PLEASE CALL THE CITY OF BRAMPTON, PLANNING, BUILDING AND ECONOMIC DEVELOPMENT TELEPHONE 905-874-2050.

SCHEDULE "H" – NOISE ATTENUATION STATEMENT

NOISE ATTENUATION STATEMENT

SUBDIVISION FILE: 21T-13004B

PLANNING FILE: C10E04.005

DEVELOPER: TACC Holborn Corporation

SUBDIVISION NAME: TACC Holborn Development

1. NOISE ATTENUATION WORKS

The Subdivision Agreement for the plan requires the Owner to install the following noise attenuation works on the following lots and blocks (units):

1.1 An acoustic barrier and associated earth work on:

- Lots 85 and 86.

1.2 A ducted heating system sized to accommodate the addition of central air conditioning at a later date in the dwelling units to be located on:

- Lots 52 to 85, 87, 103 to 108 and 113; and
- Blocks 123 (all units except north unit), 124 to 127 (all units), 128 (all units except north unit), 129 to 135 (all units), 136 (all units except west unit), 137 (all units) and 138 (all units)

1.3 Central air conditioning in the dwelling units to be located on:

- Lot 86; and
- Blocks 114 to 122 (all units), 123 (north unit), 128 (north unit) and 136 (west unit).

The air cooled condenser unit shall have an AHRI sound rating not exceeding 7.6 bels and shall be located so as to have the least possible noise impact on the outdoor activities of the occupants and their neighbours.

2. RESTRICTIVE COVENANTS

The Subdivision Agreement for the Plan requires the Owner to register the following restrictive covenant on title to the following lots:

2.1 Lands Affected

As specified in Section 1, 1.1 of this statement.

Restrictive Covenants

1. "The lands to which these restrictions shall be annexed hereinafter are sometimes referred to as "the lands".
2. "The owner(s) from time to time of each unit include within the lands covenants and agrees to not alter or remove the original material or colour of the acoustical wall or alter the original grades within 2.0 meters of the wall unless authorized in writing from the City or as required pursuant to the following covenant.

3. "The owner(s) from time to time of each unit included within the lands covenants and agrees to not allow the acoustical wall to fall into disrepair and replace at their own expense all acoustical wall as necessary to maintain them in their original condition. Any repairs and replacements shall be made to the same standard and using the same material and colours as the original acoustical wall.
4. "To the intent that benefit of these covenants may be annexed to and run with the lands, each purchaser or transferee of each unit within the lands, from time to time by accepting or registering a transfer or other documents or entitlement of ownership, use and/or possession of any part of the lands, covenants and agrees on behalf of himself, his heirs, assigns, executors, administrators successors and assigns to strictly, keep , observe, perform and comply with the covenants, restrictions and provisions herein."

3. **WARNING CLAUSES**

The Subdivision Agreement for the Plan requires the Owner attach a copy of the following warning clauses to all agreements of purchase and sale for the following lots and blocks (units), or deliver a copy of these warning clauses to the purchaser of the following lots and blocks (units) prior to completion of their agreements of purchase and sale:

3.1 Lands Affected

As specified in Section 1, 1.1 of this statement.

Warning Clause

"Purchasers are advised that the acoustic berm and/or barrier as installed shall be maintained, repaired or replaced by the owner. Any maintenance, repair or replacement shall be with the same material, to the same standards, and having the same colour and appearance of the original."

3.2 Lands Affected

As specified in Section 1, 1.2 of this statement.

Warning Clause

"Purchasers are advised that despite the inclusion of noise control features in this development area and within the dwelling units, noise due to increasing road traffic may continue to be of concern, occasionally interfering with the activities of the occupants as the sound levels may exceed the noise criteria of the Municipality and the Ministry of the Environment, Conservation and Parks (MOE). I, the purchaser hereby agree to place this clause in all subsequent offers of purchase and sale when I sell the property."

"Purchasers are advised that the dwelling unit can be fitted with a central air conditioning system at the owner's option and expense which will enable occupants to keep windows closed if road traffic noise interferes with the indoor activities. If central air conditioning is installed, the air cooled condenser unit shall have a sound rating not exceeding 7.6 bels and shall be located so as to have least possible noise impact on outdoor activities of the occupants and their neighbours."

3.3 Lands Affected

As specified in Section 1, 1.3 of this statement.

Warning Clause

"Purchasers are advised that despite the inclusion of noise control features in this development area and within the dwelling units, noise due to increasing road traffic will continue to be of concern, occasionally interfering with the activities of the occupants as the sound level may exceed

the noise criteria of the Municipality and the Ministry of the Environment, Conservation and Parks (MOE), I, the purchaser, hereby agree to place this clause in all subsequent offers of purchase and sale when I sell the property.”

“Purchasers are advised that the dwelling units has been or will be fitted with a central air conditioning system which will enable occupants to keep windows closed if road traffic noise interferes with their indoor activities. The air cooled condenser unit shall have a sound rating not exceeding 7.6 bels and shall be located so as to have the least possible noise impact on the outdoor activities of the occupants and their neighbours.”

3.4 Lands Affected

- Lots 1 to 113; and
- Blocks 114 to 138 (all units).

Warning Clause

“Purchasers are advised that the dwelling unit is in proximity to existing and proposed commercial and employment/industrial uses whose activities may be audible at times.”

TACC HOLBORN CORPORATION

July 3 2020 _____
Date
David Stewart, A.S.O.
I/WE HAVE AUTHORITY TO BIND THE CORPORATION

APPROVED BY THE CORPORATION OF THE CITY OF BRAMPTON

July 6, 2020 _____
Date
per Michael Won, P.Eng.
Director of Development Engineering Services

SCHEDULE “K” – ACKNOWLEDGEMENT

Draft Plan of Subdivision 21T-13004B

DEVELOPER: Poetry Living (Citypointe) Limited

BUILDER: Poetry Living (Citypointe) Limited

I/We, the purchaser(s) of Lot _____, shown on the Plan acknowledge that I/we have received from Poetry Living (Citypointe) Limited and have examined the following documents:

1. A copy of Schedule A to the Preliminary Subdivision Agreement for the Plan and Schedule I to the subdivision agreement for the Plan entitled “An Important Notice to New Home Purchasers from the City of Brampton”;
2. A copy of the Preliminary Homebuyers’ Information Map for the Plan;
3. A copy of the Detailed Homebuyers’ Information Map for the Plan;
4. A copy of Schedule B to the Preliminary Subdivision Agreement for the Plan, and Schedule J to the subdivision agreement for the Plan, entitled “Notice Provisions”; and
5. A copy of Schedule E to the subdivision agreement for the Plan, entitled “Noise Attenuation Statement”.

DATED at _____ this _____ day of _____, 2020

Purchaser’s Signature

Purchaser’s Signature

Property _____

Statement of Critical Dates
Delayed Closing Warranty

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

NOTE TO HOME BUYERS: Please visit Tarion's website: www.tarion.com for important information about all of Tarion's warranties including the Delayed Closing Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. You can also obtain a copy of the Homeowner Information Package which 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 Closing of your purchase.

VENDOR

_____ Full Name(s)

PURCHASER

_____ Full Name(s)

1. Critical Dates

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

the ___ day of _____, 20__.

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

the ___ day of _____, 20__.

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

the ___ day of _____, 20__.

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

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

the ___ day of _____, 20__.

2. Notice Period for a Delay of Closing

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

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

the ___ day of _____, 20__.

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

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

the ___ day of _____, 20__.

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

3. Purchaser's Termination Period

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

the ___ day of _____, 20__.

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

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

Acknowledged this ___ day of _____, 20__.

VENDOR: _____

PURCHASER: _____

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

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

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

The Vendor shall complete all blanks set out below.

VENDOR

Full Name(s)			
_____		_____	
Tarion Registration Number		Address	
_____		_____	
Phone		City	Province
_____		_____	_____
Fax		Email*	
_____		_____	

PURCHASER

Full Name(s)			
_____		_____	
Address		City	Province
_____		_____	_____
Phone			

Fax		Email*	
_____		_____	

PROPERTY DESCRIPTION

Municipal Address			
_____		_____	
City		Province	Postal Code
_____		_____	_____
Short Legal Description			

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

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

- (a) The Property is within a plan of subdivision or a proposed plan of subdivision. Yes No
 If yes, the plan of subdivision is registered. Yes No
 If the plan of subdivision is not registered, approval of the draft plan of subdivision has been given. Yes No
- (b) The Vendor has received confirmation from the relevant government authorities that there is sufficient: Yes No
 (i) water capacity; and (ii) sewage capacity to service the Property. Yes No

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

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

- (c) A building permit has been issued for the Property. Yes No
- (d) Commencement of Construction: has occurred; or is expected to occur by the ____ day of _____, 20__.

The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.

***Note: Since important notices will be sent to this address, it is essential that you ensure that a reliable email address is provided and that your computer settings permit receipt of notices from the other party.**

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

- (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":

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.

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"):

- (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.

“**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.

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

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.

1.	DISCHARGE OF VENDOR'S LIEN FEE (if applicable) Section 5(h) of Schedule "D"	\$100.00 + applicable taxes
2.	N.S.F. ADMINISTRATIVE FEE (if applicable) Section 5(i) of Schedule "D"	\$250.00 + applicable taxes
3.	CHANGE IN LOT/MODEL TYPE (if applicable) Section 5(j) of Schedule "D"	\$1,500.00 + applicable taxes
4.	GRADING FEE Section 5(k) of Schedule "D"	\$500.00 + applicable taxes
5.	BUILDING OR FOUNDATION SURVEY FEE (if applicable) Section 5(l) of Schedule "D"	\$300.00 + applicable taxes
6.	ASPHALT DRIVEWAY PAVING FEE Section 5(m) of Schedule "D"	
	Single Car Driveway	\$800.00 + applicable taxes
	Double Car Driveway	\$1,300.00 + applicable taxes
7.	DIRECT DEPOSIT/WIRE TRANSFER FEE (if applicable) Section 5(q) of Schedule "D"	\$150.00 + applicable taxes
8.	DEFAULT VENDOR'S SOLICITOR'S FEE Section 7 of Schedule "D"	\$500.00 + applicable taxes
9.	DOUBLE /CANCELLATION COLOUR SELECTION ADMINISTRATIVE FEE (if applicable) Section 19(h) of Schedule "D"	\$250.00 + applicable taxes
10.	FAILING TO UPDATE CONTACT INFORMATION FEE (if applicable) Section 22(e) of Schedule "D"	\$250.00 + applicable taxes
11.	ELECTRONIC REGISTRATION FEE (if applicable) Section 23(a) of Schedule "D"	\$250.00 + applicable taxes
12.	PURCHASER'S EXTRAS CANCELLATION FEE Section 9 of Schedule "P.E."	\$1,000.00 + applicable taxes

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

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

1. REMOVAL BY VENDOR OF ADDITIONS AND/OR IMPROVEMENTS (if applicable)
Section 1(a) of Schedule "D"
2. WALK-OUT BASEMENT OR REAR DECK COSTS (if applicable)
Section 3(c) of Schedule "D"
3. ELECTRICITY/WATER PROVIDER FEE
Section 5 of Schedule "D"
4. TAXES, FUEL, WATER RATES, ASSESSMENT RATES AND LOCAL IMPROVEMENTS
Section 5(a) of Schedule "D"
5. LAW SOCIETY TRANSACTION LEVY SURCHARGE
Section 5(b) of Schedule "D"
6. WATER, HYDRO AND GAS METER INSTALLATIONS/CONNECTION/ENERGIZATION CHARGES
Section 5(c) of Schedule "D"
7. ONTARIO NEW HOMES WARRANTIES PLAN ACT ENROLMENT FEE
Section 5(d) of Schedule "D"
8. INCREASE IN ANY LEVIES/CHARGES, ETC.
Section 5(e) of Schedule "D"
9. RETAIL SALES TAX ON CHATTELS (if applicable)
Section 5(f) of Schedule "D"
10. VENDOR'S LIEN (if applicable)
Section 5(h) of Schedule "D"
11. PAYMENT OF HST REBATE (if applicable)
Section 5(n) of Schedule "D"
12. CANADA POST FEE
Section 5(o) of Schedule "D"
13. RECYCLING PROGRAM BLUE BOX FEE
Section 5(p) of Schedule "D"
14. FAILING TO PROVIDE SOLICITORY/PURCHASER INFORMATION FEE (if applicable)
Section 12(i) of Schedule "D"
15. UNLAWFUL WORKS BY THE PURCHASER (if applicable)
Section 15 of Schedule "D"



ACKNOWLEDGEMENT OF RECEIPT OF EDUCATIONAL PAMPHLET FOR LOW IMPACT DEVELOPMENT (LID) MEASURES

VENDOR/BUILDER: Poetry Living (Citypointe) Limited

PURCHASER(S): _____
LOT: _____
PLAN: 21T-13004B

MUNICIPALITY: City of Brampton, Ontario

I/We, the undersigned Purchasers of the above-mentioned lot, confirm receipt of the Educational Pamphlet for Low Impact Development (LID) Measures information manual regarding the maintenance of infiltration trenches. I/We understand that this lot has an infiltration trench that is to be part of the storm water management (SWM) system.

DATED at _____ this _____ day of _____, 2020

Purchaser's Signature

Purchaser's Signature

Residential Subdivision

By

TACC Holborn Corporation.

**Educational Pamphlet for Low Impact
Development (LID) Measures**

City of Brampton

August 28, 2020

1. Introduction

Low Impact Development (LID) is a green infrastructure approach to site design which uses special techniques that allow the collection and treatment of stormwater runoff on site. These measures can infiltrate the rain water and feed groundwater as well as reduce the surface run-off volume. Therefore, The Ministry of Environment, Conservation and Parks (MECP) promotes LID measures which decrease imperviousness, increase infiltration and retain larger rainfall events.

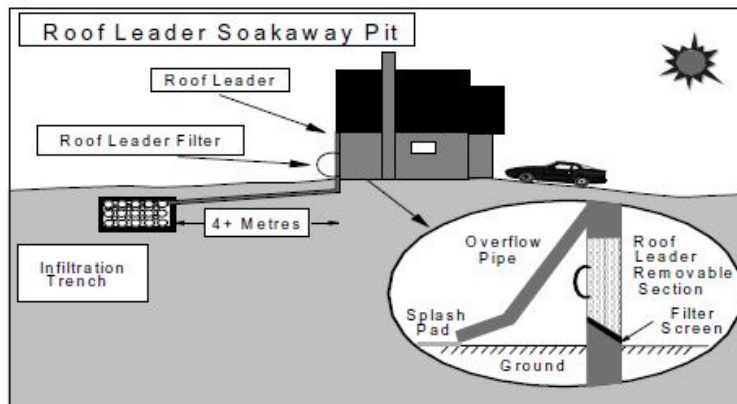
On residential lands, the hard surfaces such as rooftops, patios, walkways and driveways can all be targeted to collect, treat, and infiltrate runoff. The improvement of existing water resources within the vicinity of the development becomes an asset to the property owners and the community.

Benefits of LID installation to homeowners:

- Decreased risk of flooding and property damage,
- Increased property values, and
- Enhanced aesthetics of the neighborhood.

The storm water management (SWM) objectives of this subdivision are achieved through the application of LID measures within private lots. If the operation and performance of these LIDs are modified for any reason in the future, the local environment will experience increased run-off volume and can potentially increase the level of contaminants reaching any local water resources. Thus, residents should not remove or alter the installed LID measures in this subdivision. The LID measures constructed within this subdivision are **Infiltration Trenches**. The location of these infiltration trenches can be found in the **Home Buyer's Information Map**.

An infiltration trench is an excavation in native soil that is filled with geotextile fabric and clean granular stone. Infiltration trenches are typically designed with a perforated pipe inlet intercepting water collected on a roof or pedestrian area. The design of Infiltration trenches depends on its purpose and site characteristics.



The figure to the left presents a typical cross section of an Infiltration trench. The minimum setback requirement between the house

foundation and the Infiltration trench is 4.0 meters.

The residents shall verify the exact dimension and location of Infiltration trench with the builder, and perform the maintenance of the LID measure.

Residents are discouraged to perform any works which may affect the structural integrity of Infiltration trenches. No heavy equipment shall cross over the Infiltration trench or pipes connecting the roof leads to the Infiltration trenches. Lastly, it is encouraged to clean the roof lead screens to ensure the filter is not blocked.

These Infiltration trenches should not be altered or removed by the homeowners.

2. Summary of Requirements

Certain common sense ground rules applicable to all homeowners with regard to infiltration trenches should be mentioned as follows:

- Infiltration trenches must be maintained by individual homeowners;
- Soft landscaping or vehicular movement on top of Infiltration trenches is not encouraged;
- Ensure the roof lead filter screens are maintained and cleaned.



NEW HOME CONSTRUCTION

A New Home Purchaser's Guide
to the Construction of New Subdivisions and Homes
in the City of Brampton

Developer/Builder Responsibilities
Ontario Building Code Compliance
City/Other Public Agencies Contacts
Civic Addressing and more

Provided by

FLOWER CITY



BRAMPTON.CA



DEVELOPER and BUILDER RESPONSIBILITIES

Note: The Developer and the Builder are one in the same in many subdivisions. In others the Developer sells lots to one or more Builders. Potential home buyers should research both the Builder and the Developer before buying a home.

Developer Responsibilities

The Developer enters into a subdivision agreement with the City to ensure that the construction of the subdivision meets the requirements of the City and other public agencies. The City holds financial securities to ensure the developer performs to the requirements of the agreement. Subdivision works include:

- Construction of roads and municipal services on lands to be conveyed to the City.
- Co-ordination of the installation of utilities (hydro, gas, telephone and cable).
- Construction of sidewalks and walkways.
- Paving of the portion of the driveway on public land.
- Construction of privacy and acoustic fences.
- Construction of stormwater management facilities, such as stormwater management ponds. These naturalized ponds are designed to collect runoff after a heavy rainfall, treat it for impurities and discharge cleaner water into rivers and creeks.
- Boulevard tree planting and landscaping of public areas (such as walkways, fences and boulevards).

Architectural control guidelines

All homes in Brampton's new communities are required to observe architectural guidelines approved by the City. The guidelines are intended to ensure that the exterior appearance of each home in the community is in keeping with the overall vision for the community. The developer is required by the City to retain an independent "Control Architect" to review the plans for all new homes to ensure that they are in keeping with the approved guidelines. The guidelines are not intended to control the delivery of special features or upgrades.

Approval of subdivision works

The developer's consulting engineer designs and supervises the construction of the subdivision works. The City Development Engineering and Community Design staff inspect the subdivision works undertaken by the developer to ensure compliance with the subdivision agreement. Financial securities are not released until works are completed and inspected.

Builder Responsibilities

The Builder is responsible for obtaining building permits before construction of the dwelling unit commences, for construction of the dwelling unit and for the grading and sodding of the lot, paving of the public portion of the driveway, and maintaining clean roads and a clean building site.

IMPORTANT NOTES TO HOME BUYERS

- The Builder cannot legally sell homes until a subdivision is draft approved by the City. Purchasers will know if a subdivision has been draft approved because the Builder is required to post a coloured copy of the signed and approved version of the Homebuyers Community Information Map in a prominent location in the sales office. A black and white reduction of this map must be attached to all purchase and sale agreements. An agreement of purchase and sale should not be signed until confirmation of draft approval has been provided or obtained.
- Applications for building permits cannot be submitted until the subdivision is registered. Contact the Planning Department or the Building Division at the City of Brampton to confirm whether the plan is registered.
- Builder's Deposits – New home purchasers should review their purchase and sale agreement to confirm what deposits and payments the builder requires and when, and how they can get their deposit back. If the deposit is returned upon Assumption, the date of assumption can be obtained through the Clerk's office or the Engineering Services office at the City of Brampton.
- Assumption of the subdivision by the City occurs when the municipality assumes responsibility for the maintenance of all municipal services (except for mowing of boulevards). This usually occurs within 3 to 5 years after the registration of the subdivision or when the City is satisfied that the Developer's obligations have been fulfilled (typically after the final coat of pavement has been installed throughout the subdivision). Until Assumption, the Developer is responsible for all municipal services and the upkeep of the street (except snow clearance).
- A consulting professional engineer on behalf of the Developer will be required to certify that the final grading of the lot is in conformity with the drainage plan approved by the City. This certification is carried out after the property has been graded and sodded, which is to occur generally within 12 months of the date building occupancy inspection is completed.

✔ After You Have Moved In

Street cleaning and site conditions: Streets must be kept scraped, flushed and swept a minimum of twice weekly during construction: midweek and Friday or Saturday.

Driveway Paving: The purchase agreement will state whether the developer/builder will pave the driveway or if it is the homeowner's responsibility. The homeowner must not pave the portion of the driveway that is on public land (driveway apron).

Driveway widening: The City Zoning By-law regulates the width of driveways. A purchaser should not have their driveway widened before inquiring about the permitted width. For information, contact Zoning Information Services at 905-874-2050.

Boulevard Trees: Trees will be planted according to City requirements 12 to 18 metres apart. A tree will not necessarily be located in front of every home.

Drainage Complaints: Prior to subdivision assumption, homeowner concerns related to water ponding or improper drainage on the lot can be directed to the Development Engineering Division. The inspector will contact the homeowner and notify the Developer or Builder's engineer responsible for overseeing and approving the drainage to resolve the problem.

✔ Homeowner Improvements

The purchase agreement will usually contain a requirement that landscape improvements, gardens, sheds, decks or pools not be constructed until the lot grading certification has been completed.

A swimming pool enclosure (e.g. fence) permit is required from the City's Building Division prior to the installation of a swimming pool. The Developer's consultant generally will not provide approval until the lot grading certificate has been issued. Before contracting with a swimming pool installer, ensure the lot grading for your lot has been completed and approved.

The developer or the City's Development Engineering Division can confirm whether lot grading certification has been completed.

To obtain details about obtaining permits for home improvements, check the City's website under Building Permits on the main page.

BUILDING PERMIT AND BUILDING INSPECTIONS

✔ The Ontario Building Code

In the province of Ontario, all construction is regulated by the Ontario Building Code. The Code is essentially a set of minimum provisions respecting the safety of buildings with reference to public health, fire protection and structural sufficiency. Its primary purpose is the promotion of public safety through the application of appropriate uniform building standards.

✔ Building Plans Review and Inspections

The plans examiners who review building plans and the inspectors who review building construction are appointed by Council and must meet provincial qualification standards by successfully completing provincial examinations.

✔ Building Permit Application

Once the subdivision agreement is signed between the developer and the City, and the subdivision is registered, the builder can apply for, and obtain, building permits.

✔ Building Permit

The building plans and site plan are reviewed for compliance with the Ontario Building Code and the City zoning by-law. Building plans are submitted by the builder for each model type and the options/upgrades that affect the structure of the house. The builder is required to specify the options/upgrades for each lot. The Building Division will confirm that the Builder is registered with TARION before a building permit is issued.



✔ Inspections

The Ontario Building Code regulates the inspections for which a Builder is required to give notice. The inspector must inspect for compliance with the Ontario Building Code and the permit documents:

1. Readiness to construct footings.
2. Substantial completion of footings and foundations prior to commencement of backfilling.
3. Completion of ductwork and piping for heating, ventilation and air conditioning systems.
4. Readiness for inspection and testing of building sewers and building drains, inside and outside water service pipes, drainage systems and venting systems, the water distribution system and plumbing fixtures and plumbing appliances.
5. Substantial completion of the structural framing.
6. Substantial completion of fire separations (townhouse and semi-detached dwelling units).
7. Substantial completion of insulation, vapour barriers and air barriers.
8. Substantial completion of interior finishes.
9. Substantial completion of heating, ventilation and air conditioning equipment.
10. *Occupancy – completion of construction and installation of components required to permit the issue of an occupancy permit: required exits, handrails, guards, smoke alarms, gas proofing between attached garage and dwelling unit; water supply, sewage disposal, lighting and heating systems; completion, operating, inspected and tested water systems, building drains and sewers and drainage systems; outstanding orders have gained compliance.
11. Final Inspection – correction of identified deficiencies not related to occupancy, exterior decks and landings, substantial completion of exterior cladding.

***Occupancy is not permitted until the requirements for occupancy have been satisfied. Ensure that your lawyer confirms that the occupancy permit has been issued. Contact City of Brampton Inspections at 905-874-3700**

✔ IMPORTANT NOTES

- If decks or landings are not completed at the time of occupancy and the difference in elevation exceeds 2' 0", the builder will be directed to temporarily block or disable the locks on patio and garden doors to prevent the door from being opened. DO NOT RE-SET THE LOCK OR REMOVE RESTRICTIVE DEVICES UNTIL THE DECK(S) AND HANDRAILS ARE COMPLETED.
- Gas fired appliances are regulated by the Gas Code. Enquiries related to the supply and installation of gas should be directed to ENBRIDGE GAS.
- Hydro – The minimum number and location of plugs and switches is regulated by the Ontario Building Code. The inspection of the wiring and supply of hydro is regulated by the Electrical Safety Authority (ESA) – contact 1-877-372-7233

TARION (Ontario New Home Warranty Program)

Once you have taken possession of your new home, it is the New Home Warranty Program that provides warranty coverage. Provincial law requires that every new home in Ontario be protected by a mandatory warranty provided by the builder and backed by the Tarion Warranty Corporation.

Tarion is a non-profit, private corporation established in accordance with the terms of the Ontario New Home Warranties Plan Act (provincial legislation). The Act requires all builders to provide new home warranty coverage. The Act gives Tarion the responsibility to enforce the overall terms of the Act.

New home purchasers should review the Tarion Homeowner Information Package carefully to be familiar with the roles and responsibilities of the homeowner, the builder and Tarion.

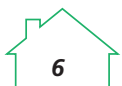
Ensure that all communication with your Builder is documented and a copy forwarded to Tarion to be placed in your file. Do not rely upon verbal communication with site personnel, tradespeople or the Builder's service personnel.

Review the Statutory Warranty Forms – 30-Day Form, Year End Form, Second Year Form and the Major Structural Defect Form.

It is also recommended that new home purchasers obtain or download from the Tarion website a copy of Tarion's Construction Performance Guidelines. The guidelines describe the standard to which construction that is covered by the warranty programme must be completed.

More information about the warranty program can be obtained from Tarion:

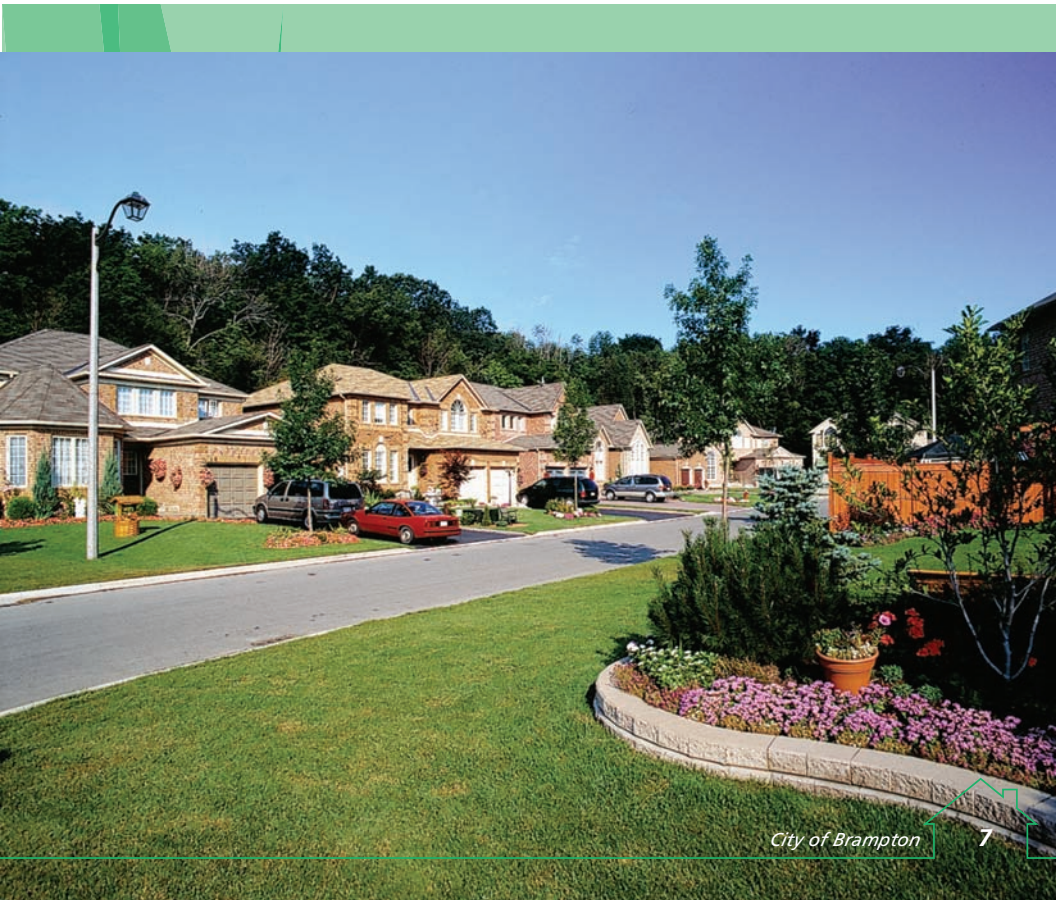
TARION CUSTOMER CENTRE
5150 Yonge Street, Concourse Level
Toronto, ON M2N 6L8
1-877-9TARION
www.tarion.com



✔ IMPORTANT REMINDER ABOUT YOUR NEW ADDRESS!

- Your municipal address is assigned by the Building Division in accordance with established guidelines to ensure that no delay is incurred by emergency services in locating your home
- Municipal numbers cannot be changed
- Municipal numbers are assigned at the time of registration of a plan of subdivision. If you do not wish to purchase a home with a particular assigned number, contact the builder or the Building Division at 905-874-2434 to confirm the assigned municipal address. Please obtain the lot and plan number of the house for reference purposes.

POST YOUR MUNICIPAL NUMBER IMMEDIATELY UPON TAKING POSSESSION OF YOUR NEW HOME. THE DELAY INCURRED BY FIRE, AMBULANCE OR POLICE IN LOCATING A HOUSE WITHOUT THE NUMBER POSTED COULD BE A LIFE OR DEATH DELAY.



CONTACT INFORMATION

For more information about City of Brampton services, programs and events please visit the City of Brampton website at www.brampton.ca.

City of Brampton

Land Use Information	Planning Division	905-874-2050
Subdivision Works	Development Engineering	905-874-5900
Landscape Works	Community Design	905-874-3448
Building Permits	Building Division	905-874-2401
Building Inspections	Building Division	905-874-3700
Occupancy Permits	Building Division	905-874-3700
Zoning Information	Building Division	905-874-2090
City By-law Enforcement	By-law Enforcement & Property Standards	905-874-2400
Park Development	Community Design	905-874-3448
Recreation Services	Community Services	905-874-2300
Property Taxes	Finance	905-874-2200
General Inquiries		905-874-2000

Region of Peel (www.peelregion.ca)

Waste Collection and Recycling (WASTELINE)	905-791-9499
Water Service	905-791-7800

School Boards

Peel District School Board	905-890-1099
Dufferin Peel Catholic District School Board	1-800-387-9501
Bus Schedules - Peel/Dufferin School Transportation Services	905-890-6000

Utilities

Gas Service - Enbridge Gas	1-866-763-5427
Hydro Wiring & Service to House - Electrical Safety Authority	1-877-372-7238
Hydro Billing Information - Hydro One Brampton	905-840-6300



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