

BRIARWOOD ESTATES (SUTTON) LTD.

Model: \_\_\_\_\_
Elevation: \_\_\_\_\_

AGREEMENT OF PURCHASE AND SALE

THE UNDERSIGNED \_\_\_\_\_ (hereinafter called the "Purchaser")
agrees to and with Briarwood Estates (Sutton) Ltd. (hereinafter called the "Vendor") to purchase Lot \_\_\_\_\_, Plan 65M-\_\_\_\_\_, in the
Town of Georgina, in the province of Ontario, and as shown on the plan attached hereto as Schedule "C" (the "Lot", "Lands" or "Property") for
the sum of \_\_\_\_\_
(\$ \_\_\_\_\_) DOLLARS of lawful money of Canada (hereinafter called the "Purchase Price") payable as hereinafter provided.

FINANCIAL TERMS

- 1. The Purchase Price shall be payable as follows:
(a) The Purchaser shall pay the sum of \_\_\_\_\_ DOLLARS (\$) by cash or cheque to the Vendor, upon the execution of this Agreement, as a deposit to be credited on account of the Purchase Price;
(b) The Purchaser shall pay the further sum \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), as an additional deposit made payable to the Vendor on \_\_\_\_\_;
(c) The Purchaser shall pay the further sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), as an additional deposit made payable to the Vendor on \_\_\_\_\_;
(d) The Purchaser shall pay the further sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), as an additional deposit made payable to the Vendor on \_\_\_\_\_;
(e) The Purchaser shall pay the balance of the Purchase Price, by cash or certified cheque(s) payable to the Vendor or as redirected on the Closing Date with all adjustments as hereinbefore and hereinafter provided or contemplated made on the Closing Date.
2. This transaction shall be completed on that date set forth in the Statement of Critical Dates (the "Closing Date" or "Closing") or such other date as permitted by the provisions of the Ontario New Home Warranties Plan Act ("ONHWP") or otherwise agreed by the Parties or their respective solicitors.
3. The following documents:
a. Schedule "A" Additional Terms and Conditions attached hereto;
b. Tarion Warranty Corporation's ("Tarion") Statement of Critical Dates attached hereto (the "SCD");
c. Tarion Delayed Closing Addendum attached hereto (the "Addendum"), and
d. Schedules "B", "B1" "C", "D", "E", "F", "H", "I", "J", "K" \_\_\_\_\_ attached hereto (collectively, the "Schedules"),

constitute and form part of this Agreement. Vendor and Purchaser acknowledge and confirm that the Addendum or any future addendum executed by the Vendor and Purchaser is paramount and supersedes all provisions of this Agreement to the contrary. Purchaser acknowledges receipt of the SCD and Addendum upon the Purchaser's execution this Agreement. The Purchaser acknowledges that he has read and understands all the provisions of this Agreement and agrees to be bound by the SCD, Addendum and Schedules. This offer by the Purchaser shall be irrevocable by the Purchaser until the tenth (10th) day, following the date of his execution of this Agreement as set forth below. Acceptance by the Vendor of this offer shall be deemed to have been sufficiently made if this Agreement is executed by the Vendor prior to any written withdrawal of this offer by the Purchaser after the irrevocable date without requiring any notice of such acceptance to be delivered to the Purchaser prior to such time.

IN WITNESS WHEREOF I/We have hereunto set my/our hand(s) and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Witness lines and signature fields for two purchasers, including fields for Purchaser's Signature, Purchaser's Name, and Date of Birth (yy/mm/dd).

Purchaser's Address: \_\_\_\_\_
Purchaser's Home Phone No. \_\_\_\_\_ Alternate Phone No. \_\_\_\_\_
Purchaser's Fax No. \_\_\_\_\_ E-Mail Address . \_\_\_\_\_
Purchaser's Solicitor and Address: \_\_\_\_\_

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

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

ACCEPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ (the "Acceptance Date").

Vendor's Solicitors:
A. Conte Professional Corp.
242 Applewood Cres., Unit 12
Concord, ON, L4K 4E5
Telephone: 905-606-4775
Facsimile: 1-866-543-3165
Email: a.conte@contelaw.ca

BRIARWOOD ESTATES (SUTTON) LTD.
Per: \_\_\_\_\_
Authorized Signing Officer
I have authority to bind the Corporation

636 Edward Ave, Unit 14, Richmond Hill, Ontario L4C 0V4 Tel:
(905) 737-4477 / Fax: (905) 737-4478

**SCHEDULE "A"**  
**ADDITIONAL TERMS AND CONDITIONS**

**TAXES**

4. The payment of federal goods and services tax and the Province of Ontario's portion of any harmonized single sales tax (which combined harmonized single sales tax is called "**HST**") and the rebate of HST (that is both the federal and provincial rebates) for new houses is defined as "**HST Rebate**" under the *Excise Tax Act* (Canada) as amended and the regulations thereunder (the "**ETA**").
- a) The Vendor agrees that following Closing, it will pay and remit the HST net of the HST Rebate included in the Purchase Price and paid to it, in accordance with the provisions of the ETA, subject to the Purchaser assigning the HST Rebate, as hereinafter set out. The Purchaser hereby assigns to the Vendor all of his right, title and interest in and to any entitlement of the Purchaser to the HST Rebate in respect of the Property.
  - b) The Purchaser agrees to comply with the ETA and with all other laws, regulations, rules and requirements relating to HST and HST Rebate and to do such acts and to complete and deliver to the Vendor before, on, or after Closing, as the Vendor may require, such documents, certificates, declarations, instruments and applications to enable the Vendor to obtain payment of the full amount of HST Rebate and in such form and content as the Vendor may require, including, without limitation, a prescribed new housing rebate application containing prescribed information executed by the Purchaser and power of attorney and assignment.
  - c) The Purchaser agrees to provide the Vendor with all information required by the Vendor in connection with the registered and beneficial ownership of the Property and in connection with the occupancy of the Property or information with respect to any other person in connection therewith, Such information shall be by way of sworn statutory declaration in form and content required by the Vendor and to be delivered to the Vendor on or before Closing.
  - d) In the event that the Purchaser is not eligible for the HST Rebate or any part thereof, (whether determined before, on or after the Closing and notwithstanding that the price of the Property would qualify for a rebate) pursuant to the provisions of the ETA, then the Purchaser shall forthwith upon demand pay the HST Rebate to the Vendor (or the Vendor shall receive a credit on the statement of adjustments if same is discovered before Closing) and the Purchaser shall not be entitled to any credit for or respect to the HST Rebate. The Purchaser hereby agrees that the amount of the HST Rebate to be paid by the Purchaser to the Vendor in accordance herewith shall be a charge against the Property in favour of the Vendor, and secured by a lien (including a vendor's lien), charge or caution as the Vendor deems appropriate on and against the Property.
  - e) The Purchaser represents and warrants that the Purchaser qualifies for the HST Rebate and confirms and agrees that the Vendor is relying upon such representation and warranty to the Vendor's detriment. The Purchaser covenants and agrees that such representation and warranty shall be true and correct at Closing and shall not merge on Closing but shall continue thereafter. If the foregoing representation and warranty is not true and correct in all respects, then (in addition to the foregoing provisions of this section) the Purchaser hereby indemnifies and save harmless the Vendor from and against all costs, expenses, actions, suits, causes of action, proceedings, damages and liabilities, which the Vendor may sustain or incur, including without limiting the generality of the foregoing, any penalty, fine, interest, legal fees, other charge, payment or expense whatsoever, which the Vendor may sustain suffer or incur.
  - f) Notwithstanding any other provision herein contained or contained in the 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 the Agreement or any extras, change orders or upgrades 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 at such time as directed by the Vendor.
  - g) The Purchaser shall pay and be responsible to the complete exoneration of the Vendor for all taxes imposed on or exigible with respect to the Property or the purchase of the Property, by any federal, provincial or municipal government or by statute, regulation or by-law, including any increase in the federal component of the HST beyond 5% or any increase in the provincial component of the HST beyond 8% or any increase in any combined rate of 13%.

**COMPLETION, EXTENSION AND TERMINATION**

5. For the purposes of Closing, the Vendor shall erect and construct a residential dwelling on the Property which shall be deemed to be completed when all interior work has been substantially completed so that the building may be legally occupied, notwithstanding that the driveway is not paved, the Lot not sodded and there remains interior and exterior work to be completed including extras or improvements to be installed. There shall be no holdback or deduction on Closing for uncompleted work or extras, and the uncompleted work and uninstalled extras shall be attended to as soon as possible after Closing by the Vendor at the Vendor's expense subject to availability of labour, materials and weather conditions. On or before the Closing Date, Vendor to deliver to Purchaser evidence that the dwelling may be occupied in accordance with the requirements of the Addendum.

**TITLE**

6. The Purchaser specifically agrees to accept title subject to all registered restrictions, easements, encroachment agreements, conditions or covenants that run with the land now registered or to be registered both before and after Closing, and subject to all rights, licenses and easements now registered or to be registered for the supply and installation of telephone services, electricity, gas,

Vendor Initial: \_\_\_\_\_

Purchaser Initial(s): \_\_\_\_\_

sewers, water, transit, television and/or cable facilities and any other services to or for the benefit of the Lands or any adjoining lands. Purchaser further accepts title subject to any legal restrictions to access (any point three (0.3) metre reserves registered on the land or any adjoining lands) and further, subject to all development, site plan, subdivision, engineering, transit, or other municipal or regional servicing, financial, transportation, development or similar agreements, provided same are complied with at Closing (all such agreements being hereinafter collectively referred to as the "**Development Agreements**") entered into with any transit authority, school board, conservation authority, municipality, region or any governmental authority or utility. The Vendor shall not be obligated to obtain or register on title to the Property a release of any of the Development Agreements nor a release of any registered restrictions, easements, reserves or covenants, nor shall the Vendor be obliged to have any of the Development Agreements, or the registered restrictions, easements, reserves or covenants deleted from the title and the Purchaser shall satisfy himself as to compliance therewith. In addition to the foregoing, the Purchaser agrees to accept title to the Property and the Lands subject to all taxes, special assessments, levies or similar charges charged or levied by any governmental taxing authority. The Purchaser agrees to observe and comply with the terms and provisions of the Development Agreements and all restrictions, easements, reserves and covenants registered on title to the Lands. The Purchaser further acknowledges and agrees that retention by the local municipality within which the Lands are situate (the "**Municipality**") or by any of the other relevant governmental authorities or utilities, of security (in the form of letter(s) of credit, performance bond(s), or other securities satisfactory to the Municipality and/or any of the other governmental authorities or utilities) intended to guarantee the fulfillment of any outstanding obligations under the Development Agreements shall, for the purposes of the purchase and sale transaction contemplated hereunder, be deemed to be completed with the terms and provisions of the Development Agreements. The Purchaser further agrees to accept title on the Closing Date subject to one or more outstanding mortgages registered against the Property or Lands, provided that the Vendor's Solicitor delivers to the Purchaser the Vendor's written undertaking to obtain and register a discharge of the said outstanding mortgage(s) (insofar as same affect or pertain to the Property) within a reasonable time after the Closing Date without the necessity to provide a discharge statement.

7. The Purchaser acknowledges that the Development Agreements may require the Vendor to provide the Purchaser with certain notices (the "**Notices**"), including, but not limited to, land usage, fencing, noise levels, school transportation, mail delivery and any other matters that may be deemed to affect the Purchaser or the Property which are set out in Schedule D attached hereto. The Purchaser acknowledges that the Development Agreements may not have been entered into prior to the execution of this Agreement. Purchasers further acknowledge that the Development Agreements may contain additional specific warning and notice provisions pertaining to the plan of subdivision and or the Property specifically and the Purchaser consents to any addition to Schedule D that may be required pursuant to this paragraph. The Purchaser acknowledges receipt of those notice and warning provisions attached hereto and such other warning and notice provisions as are contained in all Development Agreements and further acknowledges that registration of the Development Agreements on title shall constitute good and valid notification to the Purchaser of all the provisions contained in the Development Agreements requiring specific notification to the Purchaser and the Vendor shall be under no obligation to provide any additional or specific notifications. Failing to bring the Notices contained in the Development Agreements shall not entitle the Purchaser to a rescission of this transaction or any abatement in the purchase price. The Purchaser shall at no cost or expense to the Vendor provide on three (3) days notice by the Vendor all acknowledgments required by the Vendor to confirm receipt by the Purchaser of the Notices. Such acknowledgment may be provided by the Purchaser's solicitor and shall in all respects bind the Purchaser. The Purchaser agrees to be bound by the contents of the Notices and covenants to execute forthwith upon request, an acknowledgment containing such Notices within five (5) days of demand by the Vendor.
8. The Purchaser agrees that this Agreement shall be subordinated to and postponed to the mortgage(s) arranged by the Vendor and assigned without consent of the Purchaser to any mortgagee and the Purchaser shall on three (3) days prior written notice provide to the Vendor or any mortgagee written confirmation as to the amount of Deposits paid, confirmation that this Agreement remains in force and such other matters as are required by the Vendor or its mortgagees, and shall specifically postpone to any advances made thereunder from time to time.
9. The Purchaser shall not register, or cause to be registered, this Agreement on title to the Property or on any property owned by the Vendor. The Purchaser shall not register any notice hereof, certificate, caution, or deposit with respect hereto, nor any certificate of pending litigation or other court process on any lands owned by the Vendor. Any registration hereof in contravention of this paragraph shall constitute a fundamental breach of this Agreement entitling the Vendor to immediately terminate the within Agreement and the Vendor shall be entitled to retain the Purchaser's deposit monies, together with any other monies paid by the Purchaser pursuant to this Agreement, as a genuine pre-estimate of liquidated damages and not as a penalty in addition to any other remedy available to the Vendor at law or in equity. The parties agree that upon such termination the Purchaser shall have no further rights hereunder or in respect to the Property. The Purchaser acknowledges and agrees that the within Agreement is personal only and creates no interest or right in the Property and any loss or cost incurred by the Purchaser hereunder as a result of a breach of this Agreement by the Vendor may be adequately compensated by an award of damages. Purchaser acknowledges there is nothing unique, of specific value in respect to the Property and that there are other lands of a similar nature in the same geographical area. This paragraph is severable and shall survive default, repudiation and termination of this Agreement and shall be fully enforceable by the Vendor against the Purchaser notwithstanding any termination of this Agreement by the Vendor or the Purchaser. Purchaser does herein irrevocably appoint the Vendor's Solicitor as the Purchaser's lawful attorney as agent to delete from title to the Lands or Property any registration or deposit made by the Purchaser in contravention of this provision.

Vendor Initial: \_\_\_\_\_

Purchaser Initial(s): \_\_\_\_\_

10. The Purchaser further covenants and agrees to accept title to the Property subject to the covenants and restrictions herein described, and to accept a deed/transfer containing such covenants and restrictions as the Vendor shall require. The Purchaser undertakes and agrees to abide by such covenants and restrictions after the Closing Date. The dominant lands to which the foregoing covenants and restrictions are intended to be annexed, and which are being benefited thereby, comprise all or any portion of the plan of subdivision encompassing the Property and/or any lands adjacent thereto or in the neighboring vicinity thereof which are owned or retained by the Vendor or any related or associated corporation and the cost of registering same shall be borne by the Purchaser.
11. The Purchaser acknowledges that the Vendor may not be the registered owner of the Property on Closing. The Purchaser further agrees to accept title from the registered owner of the Property and to accept such owner's title covenants in lieu of the Vendor's. The Vendor's covenants, agreements and assurances herein contained shall fully merge on Closing of this transaction and the Purchaser's covenants, agreements and assurances shall not merge on Closing or other termination of this Agreement or upon any transfer of the Property.
12. Transfer of title to Property may contain a provision that title is subject to the rights of the Vendor, or any other person, corporation, municipality, region or governmental authority or as may be contained in any Development Agreements. In addition to the foregoing, the Purchaser agrees to accept registered title to the Property subject to any easements for the supply of utilities to the subject or adjoining properties and subject to any easements as may be required for the maintenance of any adjoining structures or dwellings now registered or to be registered. Purchaser does hereby grant to the Vendor a right in the form of a license and easement for twenty (20) years over, under and upon the Lands for all lawful purposes and to grade and re-grade the Lands as required by the Municipality or other governmental agencies or to repair any adjacent property or dwellings constructed thereon.

#### REQUISITIONS AND SURVEY

13. The Purchaser shall examine the title to the Property at his own expense, and shall not call for the production of any title deeds, abstracts of title, inspection or grading certificates. Vendor shall deliver such notices and confirmations as are required pursuant to the Addendum which may be provided personally or by an electronic delivery method. The Vendor will provide a foundation survey (or copy thereof electronically in accordance with this Agreement) on or before Closing. The Purchaser shall be allowed thirty (30) days prior to Closing to submit his requisitions as to title and with respect to any other matters and if within that time the Purchaser shall furnish the Vendor in writing with any valid objection to title, or to any outstanding work orders, which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, then this Agreement shall, notwithstanding any intervening acts or negotiations shall, at the Vendor's option, be null and void, and the deposit monies heretofore paid shall be returned to the Purchaser without interest and without deduction. The Vendor shall have no further liability or obligation hereunder and shall not be liable for any costs or damages resulting therefrom. Save as to any valid objections so made within such time, the Purchaser shall be conclusively deemed to have accepted the title 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 or on behalf of 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.

#### ADJUSTMENTS

14. The Purchase Price shall be increased or adjusted as of Closing by the following:
- (a) any charges paid to a public utility for the connection of gas, water and hydro services or the installation of a gas metre or hydro metre and for the costs of procuring, installing or trenching related thereto not to exceed \$2,000.00 and, in addition, the sum of \$2,500.00 plus HST in the event a sump pump is required for the dwelling as per Paragraph 21.
  - (b) the enrolment fee payable to Tarion with respect to the dwelling;
  - (c) realty taxes, adjusted on the Vendor's reasonable estimate as though the dwelling was fully completed, the Property separately assessed and the taxes fully paid to the Closing Date. Vendor shall receive by way of an adjustment on Closing a reserve for realty taxes as estimated by the Vendor to be applied by the Vendor against any readjustment of realty taxes incurred by the Vendor or any breach of this Agreement after Closing by the Purchaser and shall be returned to the extent not used by the Vendor upon assumption of the plan of subdivision encompassing the Lands;
  - (d) The Purchase Price includes all municipal, regional, educational or other governmental development charges that are applicable to the Project as of November 1<sup>st</sup>, 2020 (the "**Effective Date**"). The Purchaser shall pay to the Vendor, as an adjustment on closing, the amount of any increases in any fees, charges, taxes, assessments, levies, development charges, education development charges or other levy or similar charge assessed against or attributable to the Property or construction of the dwelling after the Effective Date, and any new fees, charges, taxes, assessments, levies, development charges, education development charges of any nature or kind assessed or imposed against or attributable to the Property or construction of the Dwelling after the Effective Date (any such increase or such new fees, charges, etc. collectively referred to as the "**Increase**") and if the Increase or any other adjustment contemplated herein relates to the development and not to the Property, the Purchaser's share shall be the proportionate share of the Property's interest in the development. The amount of the Increase or such other adjustment shall be determined by Statutory Declaration sworn on the part of the Vendor which the Purchaser agrees to accept as the sole and absolute proof thereof and to which the Purchaser agrees to be bound.
  - (e) The Purchaser acknowledges and agrees that it shall pay all amounts chargeable and billable to the Purchaser for water, hydro, gas, cable television, internet and any other services arising as a result of the Purchaser's failure to make his own contractual arrangements with the relevant public or private

Vendor Initial: \_\_\_\_\_

Purchaser Initial(s): \_\_\_\_\_

utility authorities and suppliers on Closing and for which the Vendor is subsequently charged, it being the express intent of the parties that it shall be the sole responsibility of the Purchaser to notify all relevant utility authorities and make the necessary contractual arrangements to ensure service to the dwelling;

- (f) The price of all customizations/upgrades, minus any deposits, purchased from the Vendor pursuant to an amendment, schedule or addendum to this Purchase Agreement and not previously paid for including any HST imposed thereon;
- (g) The amount of \$175.00 plus HST as applicable charged or to be charged by the Vendor's solicitors for completing the Closing via electronic registration;
- (h) a security for the waterbox and lot grading in the amount of \$2,500.00 which deposit shall be returned to the Purchaser by the Vendor upon issuance of a final assumption of subdivision by the Municipality;
- (i) the cost of a central air conditioning unit and installation thereof if, in fact, a central air conditioning unit is required by the Municipality, Region or other governmental authority and has been or will be installed on the property by the Vendor;
- (j) the hot water heater and tank may not be included in the Purchase Price and if rented, the Purchaser shall assume the said rental and reimburse the Vendor for the cost of obtaining and installation of the water heater and tank whether to be owned or rented by the Purchaser on Closing;
- (k) if there are chattels involved in this transaction, the allocation of value of such chattels shall be estimated where necessary by the Vendor and retail sales tax may be collected and remitted by the Vendor;
- (l) an amount equal to the unused portion of any insurance premium relating to the Property where the policy has been arranged by the Vendor and is to be assumed by the Purchaser;
- (m) a \$250.00 administrative fee shall be charged to the Purchaser for any cheque delivered to the Vendor pursuant to this Agreement for any extras ordered which is returned "N.S.F." or upon which a "stop payment" has been placed or is not honored by the Purchaser's bank for any other reason and such administrative fee shall be adjusted in favour of the Vendor on Closing;
- (n) a \$175.00 fee for partial discharges to be obtained, as applicable; and
- (o) Any deductions or rebates of the Development Charges shall remain the property of the Vendor. The Purchaser agrees to assign any applicable rebates and agrees to assign such rebates to the Vendor on or before closing of this transaction.

All of the foregoing shall be subject to HST, where applicable, and shall be absolutely determined by statutory declaration delivered by the Vendor to the Purchaser on Closing. The Purchaser and Vendor shall exchange the usual mutual undertakings to readjust all items on the statement of adjustments forthwith upon request.

#### **PROHIBITION ON PURCHASER SELLING**

15. The Purchaser covenants not to list for sale, advertise for sale, hold out the Property for sale in any way, sell nor assign his interest under this Agreement, or in the Property, nor directly or indirectly permit any third party to list, advertise or hold out the Property for sale in any way, at any time until after the Closing Date. The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach shall be incapable of rectification and compensation in damages is not adequate. 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 delivery of notice of termination to the Purchaser or the Purchaser's solicitor, and the Vendor shall be entitled to retain the Purchaser's deposit monies as a genuine pre-estimate of liquidated damages and not as a penalty. The Purchaser may not direct title on Closing to any person or persons who have not executed this Agreement.

#### **CONSTRUCTION MATTERS**

16. The Purchaser agrees to meet the Vendor's representative at the time designated by the Vendor acting reasonably, prior to the Closing Date, to inspect the Property and to list all items remaining uncompleted at the time of such inspection together with all deficiencies mutually agreed upon with respect to the dwelling on the pre-delivery inspection (hereinafter referred to as the "**PDI Certificate**") in the form prescribed from time to time by Tarion, and required to be completed pursuant to the provisions of ONHWP, as amended, and the Regulations made pursuant thereto. The Warranties prescribed by Tarion shall be the only Warranties given by the Vendor and such Warranties shall not be extended, amended or varied between the Purchaser and Vendor except by written subsequent written agreement executed by the Purchaser and the Vendor.
17. The Vendor shall complete all outstanding construction as soon as is reasonably practicable, but the failure of the Vendor to complete the dwelling beyond the standards required in order to permit occupancy on or before the Closing Date shall in no event entitle the Purchaser to refuse to complete the within transaction on the Closing Date or allow the Purchaser to pay less than the entire amount of the Purchase Price required to be paid to the Vendor. The Vendor hereby undertakes to complete the dwelling and all unfinished work or improvements thereto in accordance with this Agreement and the Purchaser shall pay the full Purchase Price without holdback or deduction.
18. The Purchaser acknowledges that all or any colour selections, extras, changes, features, or non-standard improvements may in the sole option of the Vendor be delivered, installed or completed within ninety (90) days of the Closing Date. Purchaser agrees to allow access and not to make any installation which would prohibit or interfere with the Vendor in the installation, delivery or completion

Vendor Initial: \_\_\_\_\_

Purchaser Initial(s): \_\_\_\_\_

of such colour selections, extras, changes, features, or non-standard improvements. Purchaser shall make no deductions or maintain any holdbacks as the result thereof.

19. The Purchaser acknowledges and agrees that the Vendor may, from time to time in its sole discretion, change, vary or modify the plans and specifications pertaining to the Property including but not limited to architectural, structural, engineering, requirement for a sump pump, landscaping, grading, mechanical, site service or other plans from the plans and specifications existing at execution of this Agreement or as same may be illustrated in any sales brochure(s), model(s) in the sales office or otherwise, and the Purchaser shall have no claim or cause of action against the Vendor or its agent(s) for any such changes, variances or modifications, nor shall the Purchaser be entitled to any notice thereof and the Purchaser hereby consents to same. The Purchaser further acknowledges and agrees that the design/colour of the exterior garage doors or other exterior components may change from what is illustrated in the sales brochure in order to comply with the Town of Georgina guidelines as depicted in the Urban Design Report and Architectural Control Guidelines, and the Purchaser hereby consents to such change and the Purchaser shall have no claim or cause of action against the Vendor or its agent(s) for any such change to the garage doors. All dimensions and specifications on sales brochures and other sales aids are artist's concepts only and are approximate and subject to modification without prior notice at the sole discretion of the Vendor in compliance with the Ontario Building Code. The location of mechanical installations may not be as shown on the sales brochures and will be located in accordance with the 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 shall not be entitled to claim any damages, losses or costs, whatsoever if the dimensions, location, configuration or boundaries of the Property vary from any document, depiction, site plan or servicing drawings prepared by the Vendor including without limitation any site plans, promotional and sales materials. The Purchaser acknowledges and agrees that the Property is or will be the subject matter of a rezoning or severance application brought by the Vendor. If the Vendor is not successful or otherwise does not proceed with the severance or rezoning application, then on ten (10) days notice to the Purchaser, the Purchaser may upon written notice to the Vendor within ten days of receipt of the firstly mentioned notice, terminate this transaction which shall be at an end and the Purchaser's deposits shall be returned without interest or deduction and the Vendor shall not be liable for damages or losses incurred by the Purchaser. Failing the Purchaser's delivery of the aforesaid Purchaser's termination notice, the Purchaser covenants and agrees to complete the within transaction without abatement or variance of the Purchase Price for the dwelling which may be sited in accordance with the existing by-laws and the purchaser shall not claim both before and after Closing, any damages, losses, abatements or price reductions its the result of any reduction in the dwelling necessitated by compliance with the existing municipal set back requirements.
20. The Purchaser acknowledges that the Vendor may, from time to time, substitute such other materials utilized in the construction of the Property from those specified or contemplated in the aforesaid plans or specifications, provided that the quality of any substituted material(s) is equal to or better than the material(s) originally indicated in said plans or specifications. The Purchaser may be requested by the Vendor to select certain colours and materials from the Vendor's samples. If the Purchaser has not made or approved selections within ten (10) days of written request by the Vendor, all of the Purchaser's rights to colour and material selection is forfeited and such selections may be made by the Vendor which shall be binding on the Purchaser.
21. The Purchaser acknowledges and agrees that in the event the Vendor is required, in accordance with the requirements of the Town (pursuant to the approved engineering drawings), Region or any Municipal Authority having jurisdiction thereto and/or as a requirement for the Vendor to obtain a building permit for the dwelling to be built on the Property, a sump pump (the "**Sump Pump**") is required to be installed in the dwelling to be built on the Property, the Purchaser agrees to the installation of the Sump Pump at a location to be determined by Vendor or its consulting engineers in accordance with the municipally approved plans and consents to same and agrees to accept the Sump Pump without any abatement whatsoever in the Purchase Price and to close the within transaction on this basis. The Purchaser agrees to pay for the cost of the Sump Pump as an adjustment on Closing as set out in Schedule "A" Clause 14(a) of the within Agreement.
22. The Purchaser further agrees that the Vendor shall have the right to enter upon the Property after the completion of the within transaction, in order to complete and/or rectify those items which are included in the said PDI Certificate, and the Vendor agrees to complete and/or rectify same within a reasonable time after Closing, having regard to the availability of equipment, materials and labour. The Purchaser covenants that it will not at any time before or after Closing, without the prior written consent of the Vendor or the Municipality, alter or change any grading or drainage of the Property or any part thereof, remove or replace any topsoil, erect any fences, install any improvements external to the dwelling or affect any plantings. Any breach of this provision shall entitle the Vendor and/or the Municipality to enter upon the Property and rectify such breach, all at the Purchaser's sole cost and expense.
23. The Purchaser agrees that in no event shall the Purchaser be entitled to complete this transaction unless and until the Purchaser has executed the aforesaid PDI Certificate. In the event that the Purchaser has omitted to execute the said PDI Certificate prior to the Closing Date, and the Vendor has duly attended at the Property for the purposes of completing the PDI Certificate and to inspect the Property, the Vendor shall have the unilateral right and option of either completing this transaction and refusing to allow possession of the Property by the Purchaser until such Certificate has been duly executed, or of terminating this Agreement, whereupon all monies paid hereunder as deposits or otherwise shall be forfeited to the Vendor as liquidated damages, and not as a penalty.
24. The Purchaser covenants and agrees that it shall not enter into any arrangement directly or indirectly with any subtrade employed by the Vendor in the construction of the dwelling for the purposes of performing any work or upgrades required by the Purchaser except as permitted by the Vendor in writing. The Purchaser covenants and agrees that any work done after Closing on the dwelling at the Purchaser's request by any trade or subtrade, whether or not employed by the Vendor, shall not be covered by Tarion and may invalidate the Tarion Warranty. The Vendor shall not be responsible for

Vendor Initial: \_\_\_\_\_

Purchaser Initial(s): \_\_\_\_\_

any delays in completion occasioned by the Purchaser's work on the dwelling prior to Closing and the Vendor shall have no responsibility whatsoever with respect to any incomplete or deficient works or any damages resulting therefrom which occur directly or indirectly as a result of any work done to the dwelling by the Purchaser prior to Closing unless approved in writing by the Vendor.

25. The Purchaser agrees not to finish the whole or any part of the basement of the dwelling for a period of five (5) years after the Closing Date. The Purchaser hereby releases the Vendor from any liability whatsoever in respect of any water damage to basement improvements and chattels stored in the basement resulting from water seepage, including any consequential damages arising therefrom from and after Closing. The Purchaser shall not install any fencing, alter any grades on the Lands or install any swimming pool or out buildings for a period of three (3) years from the Closing Date, except with the written consent of the Vendor which may be arbitrarily and capriciously withheld and otherwise in accordance with all municipal requirements.
26. The Purchaser acknowledges and agrees that the final grading of the Property may not be completed as of the Closing Date. The Purchaser shall not alter the width or location of the driveway including that portion of the driveway situate on the boulevard or municipal road allowance adjacent to the Property until the plan of subdivision encompassing the Property has been assumed by the Municipality and the maintenance period (if any) imposed by the municipality with respect thereto has expired. Subject to the provisions of paragraph 27, in the event that any additions or improvements to the Property, including, but not limited to, retaining walls, porches, patios, plants, shrubs, trees, swimming pools, paved driveways or fences are so located so as to alter or affect the grading or drainage patterns of the Property or interfere with any rectification work to be performed by or on behalf of the Vendor, then the Purchaser agrees to remove such additions or improvements at his own expense forthwith upon the Vendor's request, failing which, the Vendor may remove same at the Purchaser's expense. The Purchaser will deliver on Closing an acknowledgement and release addressed to the Vendor and the Municipality confirming that neither the Vendor nor the Municipality shall be responsible to repave or reapply any permanent driveway surfacing in the event that regrading of the driveway or driveway apron becomes necessary. The Purchaser will on Closing, deliver such acknowledgements, agreements or releases as may be necessary to acknowledge and confirm the foregoing and the Purchaser shall obtain a covenant to this effect from any subsequent purchaser(s) of the Property.
27. The undersigned hereby acknowledges that complete engineering data in respect of the 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 lot or a walk out deck lot where so indicated in this Agreement. Alternatively, the municipality may require the construction of a walkout basement lot or walkout deck lot not contemplated by this agreement. In the event this Agreement calls for a walk out basement lot or a walk out deck lot and such is not possible, or in the event this Agreement does not call for a walk out basement lot or a walk out deck lot and such is required, pursuant to final approved grading and engineering plans, the Purchaser agrees to accept whatever changes are necessitated by the final approved grading and engineering plans. In addition, the Purchaser agrees to pay the Vendor the sum of \$16,500.00 for a walk out deck lot and \$38,000.00 for a walk out basement lot, as the case may be (such costs shall be absolutely determined by the Vendor), unless these are included in this Agreement as part of the purchase price.
28. The Purchase Price shall include only those items, furnishings, fixtures and chattels enumerated in Schedule "B" attached hereto. The Purchaser covenants and agrees to notify the Vendor, in writing within ten (10) days of the Vendor's request, as to the broadloom, tile, cabinet finishes, and any other colours and finishes required to be chosen by the Purchaser from the Vendor's samples, and if the Purchaser fails to so notify the Vendor of his colour and finish selections within such time, then the Vendor may, at its option, make such selections for the Purchaser and the Purchaser shall be deemed to accept same absolutely and without qualification, provided that the Vendor shall have no obligation to make such selection. In the event that the Purchaser fails to make such selections as aforesaid or if the Purchaser is in default under any other term or provision contained in this Agreement (and has failed to rectify such default within Five (5) days of being notified in writing to do so), then the Vendor shall be unilaterally entitled to make all colour and finish selections as contemplated in the within paragraph, on behalf of the Purchaser, and the Purchaser shall correspondingly be bound by such selections, and shall be estopped from instituting any claim(s) against the Vendor as a result of such selections and/or denying the Vendor's authority to make and install the same. The Purchaser acknowledges and agrees that the terms and provisions of any agreement entered into with respect to any up-grade or changes to the standard materials and specifications supplied for the dwelling shall be independent from the within Agreement and shall be paid for in advance.

#### TENDER

29. The Purchaser hereby acknowledges and agrees that the key(s) to the dwelling shall be released on site to the Purchaser as soon as this transaction has been completed and all relevant documents have been exchanged and/or registered (as the case may be) in the appropriate Land Titles Office, the Vendor shall not otherwise be required to produce or deliver a key to the dwelling on Closing or as part of any tender in connection therewith.
30. The Purchaser specifically acknowledges that the within Agreement creates no interest in the Lands, or dwelling prior to delivery of a transfer to the Purchaser.
31. The Purchaser hereby waives personal tender and agrees that failing any other mutually acceptable arrangements between the Vendor and the Purchaser, and subject to the provisions of Section 54 herein, 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 Solicitors have:

Vendor Initial: \_\_\_\_\_

Purchaser Initial(s): \_\_\_\_\_

- a) delivered all closing documents and/or funds to the Purchaser's Solicitors in accordance with the provisions of the Escrow Agreement, whether or not such Escrow Agreement is entered into by the Purchaser's Solicitors;
- b) advised the Purchaser's Solicitors, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Purchase Agreement; and
- c) completed all steps required by the electronic registration system ("**TERS**") in order to complete this transaction that can be performed or undertaken by the Vendor's Solicitors without the cooperation or participation of the Purchaser's Solicitors, and specifically when the "completeness signatory" for the Transfer/Deed of Land has been electronically "signed" by the Vendor's Solicitors;

without the necessity of personally attending upon the Purchaser or Purchaser's Solicitors and without any requirement to have an independent witness evidencing the foregoing, and same shall be satisfactory evidence that the Vendor is ready, willing and able to complete the transaction.

Notwithstanding the foregoing, if the Purchaser or the Purchaser's Solicitors, including without limitation any representative or employee of the Purchaser or the Purchaser's Solicitors, indicates or expresses to the Vendor or the Vendor's Solicitors, on or before Closing, that the Purchaser is unable or unwilling to complete the purchase, the Vendor shall be relieved of any obligation to make formal tender upon the Purchaser or the Purchaser's Solicitors and the Vendor may exercise forthwith any and all of its rights and remedies provided for in this Purchase Agreement, at law and in equity.

The parties agree that payment of the Purchase Price must be made or tendered by bank draft or certified cheque drawn on by one of Canada's Schedule I chartered banks or by wire transfer to the Vendor's solicitors trust account. Mortgages not being assumed by the Purchaser need not be paid or discharged by the Vendor, only arrangements made to do so in accordance with Section 6, in the event that the Purchaser completes the transaction.

#### **NOTICE**

32. Any notice or document required or desired to be given to the Purchaser shall be deemed to have been sufficiently given if same is delivered in accordance with the Addendum. The address for service for either party may be changed in accordance with the Addendum.

#### **MISCELLANEOUS**

33. Keys to the Property will be released on site pursuant to the Document Registration Agreement (as herein defined).
34. The Purchaser shall not enter on the Property unless accompanied by a representative of the Vendor and only with the Vendor's prior written consent which consent may be arbitrarily and capriciously withheld. A breach of this term shall be deemed to be a fundamental breach entitling the Vendor to terminate this Agreement and retain all deposits and other monies paid by the Purchaser, as liquidated damages.
35. Each party (except as otherwise provided herein) shall pay all costs of registration and taxes on their respective documents. The Purchaser shall on Closing reimburse the Vendor for all underwriting, appraisal, or mortgage fees pertaining to any assumed mortgage. The Purchaser shall be fully responsible and reimburse the Vendor on Closing for all legal charges and fees (on a solicitor and his own client basis) incurred by the Vendor on account of or incidental to any mortgage taken back by the Vendor.
36. The Purchaser shall notify the Vendor's solicitors as to the manner in which title to the Property is to be taken and the date(s) of birth of all persons taking title to the Property. In the event that the Purchaser fails to so notify the Vendor's solicitors at least thirty (30) days before the Closing Date, then the Vendor or the Vendor's solicitors shall be entitled to engross the Transfer to the Property, in the name of the Purchaser as contained in this Agreement.
37. This offer, when accepted, shall constitute a binding agreement of purchase and sale subject only to the provisions of the Addendum. It is agreed that there is no representation, warranty, collateral term or condition affecting this Agreement or the Property, or for which the Vendor or the owner of the Lands (or any sales representative) can be held responsible in any way, whether they are contained in any sales material, brochure, or alleged against any sales representative or agent, other than as expressed herein in writing.
38. The dwelling shall remain at the risk of the Vendor until Closing. In the event of damage to the dwelling or to the Property to a degree determined by the Vendor as not repairable prior to the Closing Date, in the Vendor's sole discretion, the Vendor shall repair the dwelling and same shall constitute an Unavoidable Delay.
39. Each of the provisions of this Agreement shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Agreement, and in such event all the other provisions of this Agreement shall continue in full force and effect as if such invalid provision had never been included herein.
40. Time shall be of the essence of this Agreement in all respects.
41. The Purchaser covenants that the agreements herein contained shall not merge on the Closing Date, but shall remain in full force and effect according to their respective terms, notwithstanding the

Vendor Initial: \_\_\_\_\_

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conveyance of title to the Property and the payment of the Purchase Price. The Purchaser agrees to give to the Vendor any further written assurances as to the non-merger of the Purchaser's covenants, on Closing, if so requested by the Vendor.

42. This Agreement shall be read with all changes in gender and number required by the context. Any headings used throughout this Agreement are for use of reference only and shall not be deemed or construed to form a part of this Agreement.
43. This Agreement shall enure to the benefit of, and be binding upon, the parties hereto, and their respective heirs, executors, administrators, successors and permitted assigns.
44. The Vendor represents that it is not a non-resident for the purposes of section 116 of the Income Tax (Canada) and that spousal consent is not necessary to this transaction under the provisions of the Family Law Act (Ontario).
45. The Purchaser shall maintain all sodding, trees or other landscaping work on the lot or the boulevard immediately adjacent to the Property from and after the Date of Closing. The Purchaser shall, in his sole expense, be responsible for replacing all trees, sodding and other landscaping works failing to establish a healthy growth as may be required by the Vendor or the Municipality. In addition, the Purchaser shall maintain all retaining walls, noise attenuation and privacy fencing on or adjacent to the Property from and after the Date of Closing.
46. The Purchaser confirms and acknowledges that they have not entered into any commission agreement with any third party real estate agent and if this is not the case, the Purchaser covenants and agrees to be solely responsible for the payment of any such commissions and to indemnify the Vendor, its agents and representatives, from the payment of any such commissions. The Purchaser acknowledges and agrees that the site agents owe fiduciary duties to the Vendor and are providing customer service to the Purchaser.
47. Purchaser acknowledges that the Vendor may elect to utilize the services of an internet-based electronic transaction management system which may also include utilizing the Tenant Closure™ service (hereinafter referred to as the "Electronic Closing System") to complete this transaction. As a result, the Purchaser agrees that the Vendor's delivery of some or all of the closing documents may be delivered by the Vendor's solicitors electronically via the internet by such Electronic Closing System or alternatively, via internet email directly to the Purchaser's solicitor. The electronic signature of all documents, agreements or assurances delivered by the Vendor pursuant to this transaction may, at the option of the Vendor, be executed electronically and the Purchaser agrees to accept execution for all purposes and shall not call for or require the delivery of any original signed copies. In the event that the Purchaser's solicitor declines or is unable or unwilling to access and/or utilize the Electronic Closing System or internet email to complete this transaction, then the Purchaser agrees to pay to the Vendor's solicitor all additional legal fees of \$500.00 plus ancillary disbursements and applicable H.S.T. to implement such additional non-electronic closing procedures to complete this transaction which shall be included in the closing adjustments.
48. The Vendor may reserve a Vendor's Lien for unpaid purchase monies or adjustments or claims herein provided together with interest at the rate of 15% per annum calculated and compounded daily commencing on day following request for payment which shall be in writing and addressed either to the Purchaser or the Purchaser's solicitors to and including the date of payment together with all costs and expenses relating to the recovery of same including, but not limited to legal fees, disbursements and HST (on a solicitor and his own client basis).
49. Any security deposits paid by the Purchaser pursuant to this Agreement shall be re-adjusted without interest at the Purchaser's written request following complete assumption of the within plan of subdivision by the Municipality.
50. The Purchaser acknowledges that with respect to the Land the Vendor may be required to provide third parties with a refundable security deposit, which security deposit is refundable by the third parties upon compliance by the Vendor with specified requirements of the third party(s) relating to the Land. The Purchaser acknowledges and agrees that any security deposit paid by the Vendor to third parties is the property of the Vendor and does not constitute any part of the purchase price referred to in this Agreement. The Purchaser covenants and agrees to execute all documents and do all things required for the purpose of facilitating the return of the security deposit to the Vendor from the third parties when the security deposit is refundable. The Purchaser acknowledges and agrees that the Purchaser has no claim of ownership to the security deposit including making any claim to an interest in the security deposit by right of set-off or any other type of claim whatsoever.
51. The Purchaser covenants and agrees that should the Purchaser request any changes such as but not limited to lot change, elevation change, model type change which would require a Mutual Release of this Agreement and a new agreement of purchase and sale prepared, the Purchaser shall be required to pay to the Vendor an administration fee of One Thousand (\$1,000.00) Dollars together with HST plus any additional costs, including legal costs, associated with the requested change prior to the Vendor agreeing to process such a change.
52. The Purchaser acknowledges and agrees that in the event for any reason whatsoever the Vendor is unable to reimburse the Purchaser for the amount of the upgrade paid in respect of same and/or any request for extras and upgrades entered into between the Purchaser and Vendor by way of a credit on the statement of adjustments at Closing if same has been paid by the Purchaser to the Vendor and such reimbursement shall act as a full and final release to the Vendor in respect thereto.
53. In the event that the Purchaser has not provided a social insurance number as required by this Agreement, the Purchaser acknowledges that prior to the payment of any interest which may owing to the Purchaser pursuant to the Vendor's obligations under Tarion, the Purchaser shall be obliged to firstly deliver

Vendor Initial: \_\_\_\_\_

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satisfactory evidence of the Purchaser's social insurance number (the "SIN") and the Purchaser shall not be entitled to payment of any interest from and after the date of the Vendor's request for the SIN. Failing delivery by the Purchaser of the SIN within fifteen (15) days of demand therefore, all interest payable to the Purchaser is hereby assigned to the Vendor.

The purchaser acknowledges that they have an obligation to provide the vendor with solicitor's name, address and contact information within five days of submitting an offer.

#### **DEFAULT AND REMEDIES**

54. In the event that the Purchaser defaults on any of his obligations contained in this Agreement on or before Closing, including without limitation, breaching or failing in the performance or observance of any covenant, term, agreement, restriction, stipulation or provision of this Agreement to be performed and /or observed by the Purchaser or if there is any lien, execution or encumbrance arising from any action or default whatsoever of the Purchaser being charged against or affecting the Property, and such Purchaser fails to remedy such default forthwith upon request, then the Vendor, in addition to any other rights or remedies this Agreement provides, may, at its sole option, unilaterally suspend all of the Purchaser's rights, benefits and privileges contained herein (including without limitation, the right to make colour and finish selections with respect to the Dwelling as hereinbefore provided or contemplated), and/or unilaterally declare this Agreement to be terminated and of no further force or effect, whereupon all Deposits and Extras theretofore paid, together with all interest accrued thereon at the prescribed rate, shall be retained by the Vendor as its liquidated damages, and not as a penalty, in addition to (and without prejudice to) any other rights or remedies available to the Vendor at law or in equity. The Purchaser shall be obliged to execute such releases and any other documents or assurances as the Vendor may require, in order to confirm that the Purchaser, in accordance with the terms of this Agreement, does not have (nor could be deemed or construed to have) any interest whatsoever in the Property and/or this Agreement, and in the event the Purchaser fails or refuses to execute same, the Purchaser hereby appoints the Vendor to be his lawful attorney in order to execute such releases, documents and assurances in the Purchaser's name, place and stead, and in accordance with the provisions of *The Powers of Attorney Act R.S.O. 1990*, as amended and/or *The Substitute Decisions Act, 1992, as amended*, the Purchaser hereby declares that this power of attorney may be exercised by the Vendor during any subsequent legal incapacity on the part of the Purchaser.
55. The Purchaser acknowledges and agrees that notwithstanding any rights which he might otherwise have at law or in equity arising out of this Agreement, he shall not assert any of such rights, nor have any claim or cause of action (as a result of any matter or thing arising under or in connection with this Agreement) against any person, firm, corporation or other legal entity, other than the person, firm, corporation or legal entity specifically named or defined as the Vendor herein, even though the Vendor may be found to be a nominee or agent of another person, firm, corporation or other legal entity, and this acknowledgment and agreement may be pleaded as an estoppel and bar against the Purchaser in any action or proceeding brought by the Purchaser to assert any of such rights, claims or causes of action. In the event the Vendor's solicitor is holding any of the Deposits and/or Extras in trust pursuant to this Agreement, then in the event of a default by the Purchaser, the Vendor's solicitor shall be entitled to pay and release to the Vendor the said Deposits and/or Extras together with any interest accrued thereon, provided the Vendor has delivered to its solicitors as a certificate of an officer of the Vendor, certifying that the Purchaser has committed a default pursuant to this Agreement that has not been remedied and that the Vendor has terminated this Agreement and that the Vendor is therefore entitled to the deposit and accrued interest, if any. Thereupon the Purchaser hereby releases the said solicitors from any obligation to hold the Deposits and/or Extras, if any, in trust, and shall not make any claim whatsoever against the said solicitors and the Purchaser hereby irrevocably authorizes and directs the said solicitors to deliver the said deposit monies and accrued interest, if any, to the Vendor.
56. The Vendor has the right to request from the Purchaser and the Purchaser has an obligation to provide within 10 days of such request, a firm mortgage approval (Commitment), which will include principal amount, interest, amortization and term of the firm mortgage approval.

Vendor Initial: \_\_\_\_\_

Purchaser Initial(s): \_\_\_\_\_

# SCHEDULE "B"

## Trilogy - Briarwood Estates (Sutton) Ltd.

### QUALITY CONSTRUCTION

- The community is architecturally controlled and contains a variety of unique streetscape elevations.
- Exterior elevations consist of both transitional and contemporary designs and features clay brick, stone, accent cladding exterior trim features, vinyl shakes, stone sills and verandahs, as per plan.
- Porches are a gracious feature on many homes. Where provided, porches are poured concrete. Decorative pillars and aluminum railings are as per applicable plan.
- Steep roof pitches enhance all elevations.
- 2" x 6" exterior wall construction.
- 3/8" plywood roof sheathing.
- Fiberglass roof shingles
- Wood and steel beam construction in accordance with architectural specifications.
- Structural engineered floor joist system except sunken areas and landings.
- Quality vinyl casement windows throughout, as per plan.
- 6' sliding patio doors with screen, as per plan.
- Garden door in kitchen, as per plan.
- 8', 3 panel sliding door in kitchen as per plan.
- Quality vinyl sliding basement windows.
- All subfloors to be glued, screwed and sanded.

### ENERGY CONSERVATION FEATURES

- Separate switches for all exhaust fans to reduce heat loss.
- H.R.V. (Heat Recovery Ventilation unit).
- Foam windows & doors.
- Caulk interior plate of exterior walls.
- Instantaneous or On-Demand energy efficient rental Hotwater Heater.
- Fireplace equipped with electronic ignition gas valve complete with battery back-up (Battery not included).
- Exhaust fans for baths and kitchen.
- R31 spray foam to garage ceilings & overhangs.
- R50 insulation for attic ceiling area over habitable areas. Weather stripped access.
- R22 in exterior habitable walls.
- R20 Full height insulation on accessible basement walls as per Ontario Building Code requirements.
- All doors, windows and external openings fully caulked and installed with vapour barrier.
- Insulated non-warp steel clad exterior doors with self-adjusting weather stripping.
- High efficiency forced air heating system with ducting sized for central air conditioning system.
- High performance Low E argon windows throughout.
- Programmable thermostat.
- Posi-temp pressure/temperature balance valves for all showers.
- Energy efficient water saver shower and toilet tanks.

### DISTINCTIVE EXTERIOR DETAILS

- Prefinished virtually maintenance free aluminum soffits, fascia, eavestroughing and rain water downspouts.
- Premium quality roll up painted wood sectional or metal garage door with plexiglass inserts as per plan.
- Steel clad insulated front entry door(s) with sidelight or window as per plan with grip set casing throughout.
- Two (2) exterior hose bibs, one at rear and one in the garage. Location to be determined by Vendor.
- Poured concrete garage floor.
- Driveway to be paved.
- Garage Access door where grade permits.
- Cold cellar with a steel insulated door and a floor drain, as per plan.
- Precast slab walkways to porch at front entry and steps as required.
- Entire lawn area, front and back to be graded and sodded. Narrow side yards between houses may be

- gravelled at Vendor's sole discretion. Lots to be graded to the requirements of the authority having jurisdiction.
- Poured concrete basement walls with damp-proofing and foundation collector drains, where applicable.
- Drainage layer provided on exterior of basement walls to enhance overall water resistance.
- Where a deck is required at rear patio door or garden door due to grade conditions, the builder supplies standard 5' x 7' deck as per plan which is included in any premiums applicable to the lot.
- Where basement walk-out conditions are applicable the following features are standard and included in any premiums applicable to the lot: sliding basement patio door and window(s) as per plan; additional brick from concrete foundation wall at rear; deck off main floor rear patio. Steps to grade from deck are not provided.
- Brick exterior walls, accent cladding as per plan, exterior paint colour and fiberglass roof shingles from builder's predetermined architectural colour schemes.

### DISTINCT INTERIOR DETAILS

- Ceiling heights are approximately 9' on main floor and 8' on second floor except in raised or sunken floor area, stairways, cathedral/vaulted ceilings and bulkheads/dropped ceilings (where required by mechanical, plumbing and/or structural components).
- Tray ceiling in Master Bedroom.
- Upgraded 18" x 18" ceramic flooring in front foyer, kitchen and Powder Room.
- Imported 13" x 13" ceramic tile flooring in main floor laundry room, and all bathrooms.
- 3 1/4" x 3/4" pre finished natural oak hardwood flooring on main floor excluding tiled areas and bedrooms in bungalow plans, as per plan.
- 40 oz. broadloom with underpad installed wall to wall on second floor, as per plan.
- Oak main staircase with natural finish oak stringers, handrails, spindles and nosing as per plan or metal pickets from Vendor's standard samples.
- Spray textured stippled ceilings with smooth border throughout main and second floors except for kitchen, bathrooms and main floor laundry room ceilings which are to have smooth finish.
- Stylish Cambridge Interior Hollow Core Doors with 4 1/4" MDF baseboards and 2 3/4" casings.
- Wood trimmed archways on first floor where applicable.
- Satin nickle lever interior door hardware (hinges are painted).
- Interior finished walls painted one colour throughout with one prime coat and one finish coat. Trim is to be painted white.
- Laundry rooms are to include base cabinet, washing machine connections, receptacle for clothes dryer, single compartment tub and dryer vent opening.
- White Decora light switches and plugs throughout.
- Gas fireplace complete with one piece stone-cast mantle, glass panel and gas log with ignition switch, as per plan.
- Open staircase to the basement level, as per plan.

### GOURMET KITCHEN FEATURES

- Level 1 - 2cm Granite/Caesarstone countertops from choice of Vendor's standard samples.
- Quality custom finished kitchen cabinets with taller upper cabinets from choice of Vendor's standard samples with opening provided for dishwasher.
- Double undermount stainless steel sink with single lever faucet.
- Breakfast bars and pantries, as per plan.

### LUXURY WASHROOM FEATURES

- Arborite or formica post formed rolled and/or straight edge countertops in other washroom vanities from choice of Vendor's standard samples.
- Quality vanity cabinets selected from Vendor's standard samples.
- Vanity in powder room, as per plan.

## SCHEDULE "B"

### Trilogy - Briarwood Estates (Sutton) Ltd.

- White plumbing fixtures including towel bar, soap dish and toilet paper holder.
- Wall mounted plate glass mirror over all vanities.
- Strip light over mirror in all bath and powder rooms.
- Chrome finish single lever taps for sinks, tubs and showers, excluding oval tubs.
- Water resistant board on tub and shower enclosures.
- Ceramic wall tiles installed in tub and shower enclosures.
- Free standing tub and separate walk-in frameless glass shower stall with waterproof light in master ensuite, where indicated, as per model selected.
- Exhaust fan in all washrooms.

#### ELECTRICAL AND PLUMBING DETAILS

- 100 AMP service with breaker panel and copper wiring throughout.
- Heavy duty wiring to stove and dryer locations.
- One exterior electrical outlet on porch and one exterior waterproof electrical outlet at rear of home.
- Front door chimes.
- Electronic smoke detector, one per bedroom and one per floor including basement.
- Carbon monoxide detector per floor including basement.
- Vendor's standard light fixtures installed in all rooms except living room and family room.
- PEX water pipes and ABS drains.
- Taps and drain hook-up for automatic washer connection.
- Holiday switch for seasonal lighting at exterior front porch and second floor soffit.

#### ROUGH-INS

- Pre-wired cable T.V. outlet in Family Room
- Rough-in central vacuum.
- Rough-in security alarm system.
- One Pre-wired telephone outlet - location to be determined by purchaser
- Rough-in 3 piece washroom in basement, as per plan.
- Rough-in for dishwasher, connection includes provisions for electrical and plumbing, as per plan.

## SCHEDULE "B1"

### WARRANTY

1. Home covered by and enrolled with Tarion. Purchaser agrees to pay Tarion enrolment fee on Closing as an adjustment.
2. Drywall nail pops or shrinkage cracks will be repaired once, prior to the expiration of the first year after Closing if requested by the Purchaser. These repairs will not include sanding, decoration such as paint, wallpaper, etc., which will be the responsibility of the Purchaser.
3. Vendor will not be responsible for damages not recorded at the time of the Tarion Certificate of Completion and Possession Inspection including but not limited to; chips or cracks or scratches to counter and vanity tops, bathtubs, basins and flooring.
4. The Vendor agrees to make available and the Purchaser agrees to meet a representative of the Vendor during normal working hours, Monday-Friday, 8:30-4:30 p.m., to inspect the Real Property and verify that the Dwelling has been completed in accordance with the provisions of this Agreement.
5. If there is any deficient or uncompleted work remaining at the time of inspection, such items shall be listed on the form of Certification of Completion and Possession required to be completed pursuant to the provisions of the Tarion Programme, which the Purchaser covenants to execute. Such work will be performed as soon as is reasonably practicable, during normal work hours, Monday-Friday, 8:30-4:30 p.m.

### GENERAL

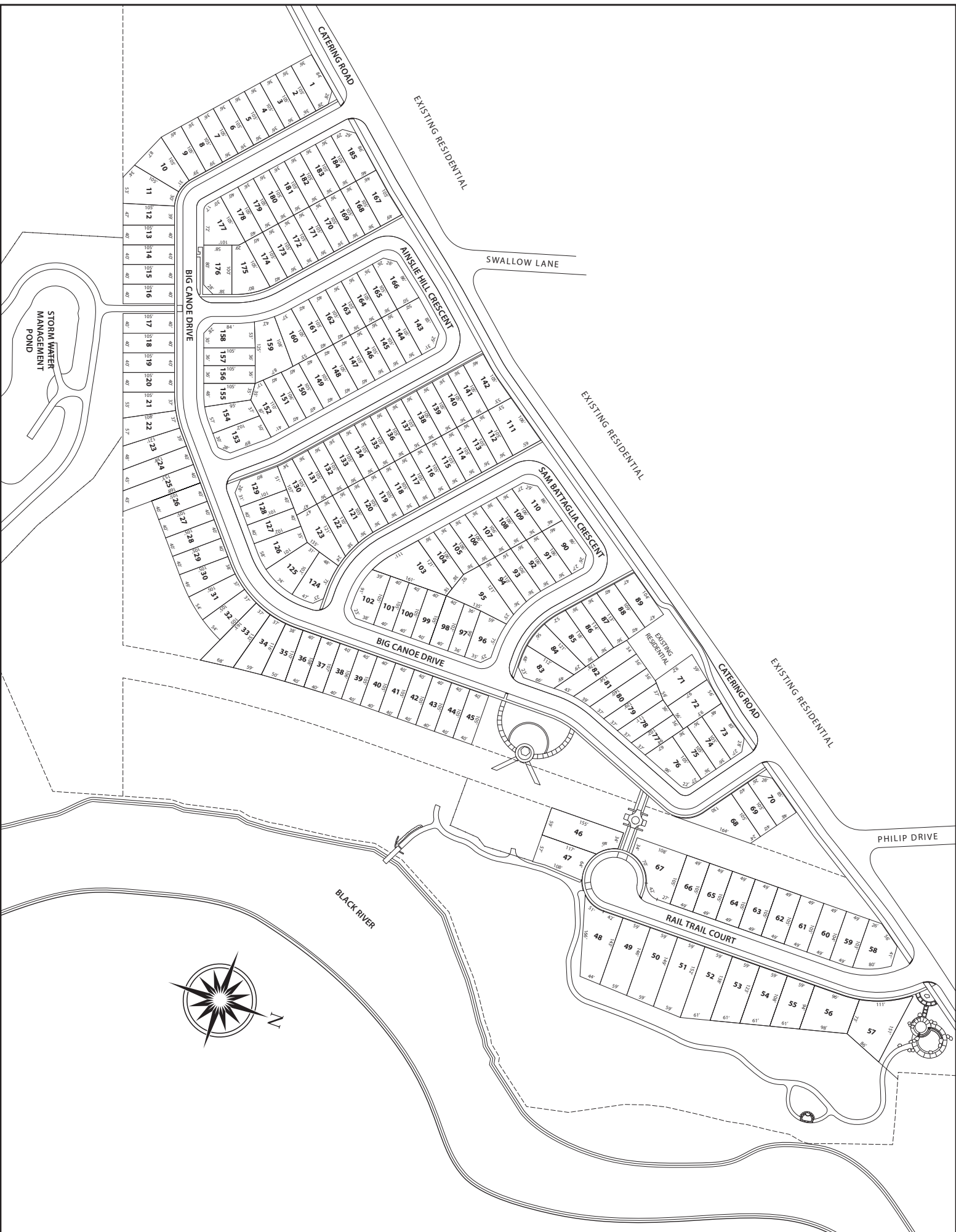
1. The Purchaser hereby acknowledges that all house types, elevations, window types and exterior colours including brick, roof, paint, etc., have been professionally selected to enhance the aesthetic streetscape of the community and are not subject to change by the Purchaser.
2. The Purchaser acknowledges that finishing materials contained in any model home or sales office display including but not limited to: broadloom, furniture, electrical fixtures, drapes, ceramic flooring, vinyl flooring, upgraded kitchen cabinets, stained staircase, railing, wallpaper, paint, landscaping and fencing, may be for display purposes only and may not be of the same grade or type, or may not be included in the dwelling unit purchased herein.
3. All selections to be chosen from vendor's standard samples.
4. Home to be built to meet or exceed Ontario Building Code specifications at time of permit.
5. The gas fired hot water tank will be installed by the Vendor, and rented by the Purchaser from the Utilities Company.
6. The Purchaser acknowledges and agrees that all Features to be included in and form part of the Real Property and the Vendor's only obligation to provide such Features shall extend only to those Features specifically listed in this Schedule "B". In the event of any discrepancies or disputes as to Features to be provided by the Vendor with the Real Property, no matter how such discrepancy or dispute arises, the Features as described in this Schedule "B" shall govern in all circumstances and the Vendor shall be obliged to provide only those Features so described.
7. Specifications may vary depending on model type.
8. Vinyl flooring may be seamed under certain circumstances.
9. Furnace and hot water tank locations may vary.
10. All dimensions are approximate.
11. The Purchaser hereby acknowledges and agrees that due to grading and drainage conditions, the Vendor at its sole discretion may make the following modifications without adjustment to the purchase price and without further notice to the Purchaser:
  - a) Although the house plan may indicate the inclusion of a door, which would be an insulated steel door, between the garage and the laundry/utility room, the door may be eliminated.
  - b) One or more steps may be installed with or without a railing in the garage due to the difference in level of the garage and the balance of the house although such step or steps and/or railing may interfere with or limit the use of the interior of the garage.
  - c) The laundry/utility room may be lowered to accommodate the door to the laundry/utility room from the garage and/or the exterior side door.
  - d) The number of steps at front and/or rear of home may vary from that shown according to grading conditions and municipal requirements.
12. House will be cleaned to broom swept condition only.
13. The Purchaser agrees that keys will be released at the Purchaser's solicitor's office. Purchaser will be notified by their solicitor as to when to pick up the keys.

The Purchaser hereby acknowledges receipt of the foregoing information and hereby consents to the Vendor making such modifications in whole or in part if deemed necessary by the Vendor in its sole discretion.

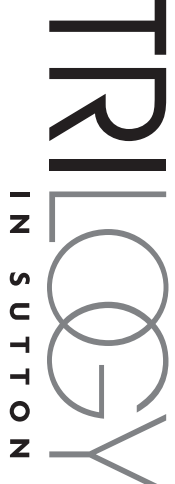
All materials and colours that the Purchaser is entitled to select shall be made from the Vendor's range of samples within the notification time period noted herein. All selections of materials and colours, where applicable, shall be made within seven (7) days after notification by the Vendor, failing which the Purchaser agrees that the Vendor shall be entitled to make the said selections on the Purchaser's behalf and the Purchaser agrees to accept same and to complete the transaction. In the event that a colour and /or a material selected by the Purchaser is unavailable at the time of installation or performance of contractor's work, the Purchaser shall make a substitute selections from available colours and/or materials within seven (7) days of notification from the Vendor. The Purchaser hereby agrees that if he fails to make a substitute selection within the aforementioned time period, the Vendor shall have the right to make such selections on the Purchaser's behalf and the Purchaser covenants to accept the selection so made by the Vendor, provided it is of equal or better quality than that made by the Purchaser. Where a preselection has been ordered or installed, the Purchaser agrees to accept the same. The Purchaser acknowledges having been advised by the Vendor that colours of all materials are as close as possible to the Vendor's selection, but not necessarily identical due to uniformity and colour variations in manufacturing, and the Purchaser hereby agrees to accept such variations. Variations in colour and shade uniformity may occur and the colours, patterns and availability of samples displayed in the sales Presentation Centre and model homes may vary from those displayed and available at time of colour selection. The Purchaser acknowledges and agrees that there shall be no changes, additions or deletions from this colour and material selection after it has been accepted by the Vendor, save where the Vendor advises that the colour and/or material selected by the Purchaser is unavailable, and in such event, the Purchaser's rights shall be governed by the Agreement of Purchase and Sale. If the purchaser cancels a scheduled décor studio appointment, without providing the vendor 48 hours advance notice, the vendor may reduce any incentives granted up to \$500.

Purchaser's Initials \_\_\_\_\_

Vendor's Initials \_\_\_\_\_



SCHEDULE "C" (SITE PLAN)



LOT # \_\_\_\_\_

INITIAL 

BUILDER \_\_\_\_\_

All plans and dimensions are approximate and subject to change at the discretion of the Vendor. Lot frontages refer to the minimum width of the lot at the building set back unless marked otherwise. Landscaping is artist's concept only. E. & O. E. November, 2020

**SCHEDULE "D"**  
**WARNING CLAUSES**

The following are the proposed warning clauses and are subject to change or additions in accordance with the provisions of Section 7 of Schedule "A" of the Agreement of Purchase and Sale herein:

1. Purchasers and/or tenants are advised that the Municipality does not hold any deposits on account of grading requirements or damage to infrastructure on behalf of the purchasers and/or tenants. The Municipality holds security from the Developer to enforce such obligations directly with the Developer and has no authority to release funds to purchasers and/or tenants.
2. The Telecommunications Act and the CRTC authorize telephone and telecommunication facilities and services to be provided by telecommunication carriers other than traditional carriers for such services and that purchasers and tenants are advised to satisfy themselves that such servicing of the Property provides sufficient service and facilities to meet their needs.
3. Purchasers of Lots 33-46 and 56-58 are advised that due to the proximity of the adjacent snowmobile trail, noise from the snowmobile trail may at time be audible.
4. Canada Post Corporation intends to service the Property through the use of community mail boxes or group boxes and does not intend to implement door-to-door mail delivery to the Property in the future.
5. The Town by its officers, servants, employees and agents, may enter on the said lands or parts thereof and any building(s) erected thereon to ensure the proper compliance of any works required to be constructed by the Developer.
6. The Developer covenants and agrees to retain a licence from any subsequent purchaser of the lands described in Schedule "A" to enter upon such lands in order to comply with the provisions of this Agreement. Such licence shall be retained until Final Acceptance of this subdivision. It will be the Developer's responsibility to register a release of said licence on all affected lots and blocks prior to Final Acceptance occurring.
7. The Developer agrees to purchase/pay for one green bin with kitchen catcher and one large blue box for each residential unit within the proposed subdivision for distribution to each subsequent purchaser of a new home within the subdivision.
8. Occupancy will not be granted for dwellings until such time as the sewage pumping station required for the subdivision has been tested, commissioned, operated and transferred to the Town.
9. Purchasers of Lots 68-70 are advised of the existence of a sewage pumping station situated within close proximity to this property. Objectionable odours and/or noises may occasionally be present.

Vendor Initial: \_\_\_\_\_

Purchaser Initial(s): \_\_\_\_\_

**SCHEDULE "E"**  
**PROVISIONS FOR ELECTRONIC REGISTRATION**

In the event that the electronic registration system (hereinafter referred to as the "Teraview Electronic Registration System" or "TERS") is operative in the applicable Land Titles Office in which the Lands are registered, then (at the option of the Vendor's solicitors) the following provisions shall prevail, namely:

1. The Purchaser shall be obliged to retain a lawyer, who is both an authorized TERS user and in good standing the Law Society of Upper Canada, to represent the Purchaser in connection with the completion of this transaction, and shall authorize such lawyer to enter into an escrow closing agreement with the Vendor's solicitors on the latter's standard form (hereinafter referred to as the "Escrow Document Registration Agreement"), establishing the procedures and timing for completing this transaction and to be delivered by the Vendor's solicitors to the Purchaser's lawyer not later than five (5) days before the Closing Date.
2. The delivery and exchange of documents, monies and keys to the Property, and the release thereof to the Vendor and the Purchaser, as the case may be:
  - (a) Shall not occur contemporaneously with the registration of the Transfer/Deed (and other registrable documentation); and
  - (b) Shall be governed by the Escrow Document Registration Agreement, pursuant to which the solicitor receiving any documents, keys and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Escrow Document Registration Agreement.
3. If the Purchaser's solicitor is unwilling or unable to complete this transaction via TERS, in accordance with the provisions contemplated under the Escrow Document Registration Agreement, then said lawyer (or authorized agent thereof) shall be obliged to personally attend at the office of the Vendor's solicitors, at such time on the scheduled Closing Date as may be directed by the Vendor's solicitor or as mutually agreed upon, in order to complete this transaction via TERS utilizing the computer facilities in the Vendor's solicitors office.
4. 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 the funds due on closing, in accordance with the statement of adjustments, are either remitted by certified cheques as redirected via personal delivery to the Vendor's solicitors (or in such other manner as the latter may direct) prior to the release of the Transfer/Deed of Land for registration.
5. Each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the Lands may be delivered to the other party hereto by telefax transmission (or by similar system reproducing the original) provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto. The party transmitting any such document shall also deliver the original of same to the recipient party either by ordinary mail, or by overnight courier sent the day of closing.
6. Any keys delivered herewith will not be released, copied or in any manner utilized by the Purchaser until the Purchaser has received the Deed for registration and written confirmation from the Vendor's solicitors that keys may be released. In any event, the transaction is not completed within one business day of the scheduled Closing Date, keys will be returned to the Vendor's solicitors at the cost and expense of the Purchaser and in any event, within twenty-four (24) hours demand therefore by the Vendor or its solicitors prior to Closing.

Vendor Initial: \_\_\_\_\_

Purchaser Initial(s): \_\_\_\_\_



**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 Dwelling, 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 purposes described in subparagraph (i) and (j) below, as well as the Purchaser's financial information and desired Dwelling 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:

1. any companies or legal entities that are associated with, related to or affiliated with the Vendor, or other companies that are likewise associated with, related to or affiliated with the Vendor (or with the Vendor's parent/holding company) related to the development of this Project, or that are developing one or more other residential projects or communities 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;
2. 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, related to or affiliated with the Vendor, and who may send (by email or other means) promotional literature/brochures about new projects and/or related services to the Purchaser and /or members of the Purchaser's family;
3. 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 family;
4. 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 for the development of the lands or the construction of the dwellings thereon;
5. 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.
6. 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 Dwelling and the installation of any extras or upgrades ordered or requested by the Purchaser.
7. 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) and/or the Dwelling, unless the Purchaser advises the Vendor in writing entity providing security alarm systems and services;
8. any relevant governmental authorities or agencies, including without limitation, Ontario New Home Warranty Program, the Land Titles Office (in which the Project is located) the Ministry of Financing for the Province of Ontario (i.e. with respect to Land Transfer Tax) and Canada Customs & Revenue Agency (i.e. with respect to GST);
9. Canada Customs & Revenue Agency 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 insurance number or business registration number (as the case may be) as required by Regulation 201(l)(b)(ii) of the 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.
10. the Vendor's solicitors, to facilitate the closing of this transaction (including escrow closing, if required), 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;
11. the Vendor's accountants and/or auditors who will prepare the Vendor's regular financial statements and audits; and
12. any person including engineers and other professional advisers, whereby the Purchaser further consents to such disclosure or disclosures required by law.

Vendor Initial: \_\_\_\_\_

Purchaser Initial(s): \_\_\_\_\_

**SCHEDULE "H"**  
**ACKNOWLEDGEMENT RE CONSTRUCTION SITE**

The Purchaser acknowledges that the dwelling to be erected upon the said property is located in a construction site. The Purchaser agrees not to enter upon said property without:

- (a) the builder's permission; and
- (b) without the appropriate head and footwear if such permission is received.

The Purchaser acknowledges that no children under the age of 16 shall be allowed on the said property prior to closing.

Should the Purchaser enter upon the property without proper permission and safety apparel, the Purchaser agrees to indemnify and save the Vendor harmless from the consequences of any actions or claims brought against the Vendor under the Occupational Health and Safety Act, and the Vendor will assume no responsibility for any actions or claims brought against the Purchaser under the Occupational Health and Safety Act.

The Purchaser shall indemnify and save the Vendor, its servants and agents harmless from any action, causes of action, claims or demands for, upon or by reason of any damage, loss or injury to person or property of the Purchaser, or any of his friends, relative, workmen or agents who have entered on the Real Property or any part of the subdivision of which the Real Property forms a part whether with or without the authorization, express or implied, of the Vendor.

Vendor Initial: \_\_\_\_\_

Purchaser Initial(s): \_\_\_\_\_

