

# CAIVAN

## AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE

REGARDING PROPERTY KNOWN AS LOT/UNIT NO.: \_\_\_\_\_ PLAN NO.: \_\_\_\_\_  
MODEL: \_\_\_\_\_ ELEVATION: \_\_\_\_\_  
VENDOR: Caivan (Heritage Heights) Inc.  
PURCHASER(S): \_\_\_\_\_  
CONTRACT \_\_\_\_\_  
DATE: \_\_\_\_\_

It is hereby understood and agreed between the undersigned parties hereto that the following changes shall be made to the above mentioned Agreement of Purchase and Sale, and except for such changes noted below, all other terms and conditions in the Agreement shall remain as stated therein and time shall continue to be of the essence.

### DELETE:

Paragraph 11(d) of the Agreement is hereby deleted.

### INSERT:

Development Charges: The Vendor agrees to cap the increase in development charges to be paid by Purchaser pursuant to paragraph 11(d) of the Agreement of Purchase and Sale at \$0.00.

DATED \_\_\_\_\_ AT Oakville, ON \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED \_\_\_\_\_ AT Ottawa, ON \_\_\_\_\_

Caivan (Heritage Heights) Inc.

PER: \_\_\_\_\_

Authorized Signing Officer

# CAIVAN

## AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE

REGARDING PROPERTY KNOWN AS LOT NO:

LOT: \_\_\_\_\_ PLAN NO.: \_\_\_\_\_  
MODEL: \_\_\_\_\_ ELEVATION: \_\_\_\_\_

VENDOR: Caivan (Heritage Heights) Inc.

PURCHASER(S): \_\_\_\_\_  
CONTRACT \_\_\_\_\_  
DATE: \_\_\_\_\_

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INSERT:

The Vendor agrees that the charges, fees or other anticipated adjustments to the final purchase price charged to the Purchaser pursuant to Section 11 (b), (d), (f), (g), (h), (i), (j), (k) shall no exceed \$5,000.00.

DATED \_\_\_\_\_ AT Oakville, ON  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED \_\_\_\_\_ AT Ottawa, ON  
Caivan (Heritage Heights) Inc.

PER: \_\_\_\_\_  
Authorized Signing Officer

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## AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE

LOT: \_\_\_\_\_ PLAN NO.: \_\_\_\_\_  
MODEL: \_\_\_\_\_ ELEVATION: \_\_\_\_\_  
VENDOR: Caivan (Heritage Heights) Inc.  
PURCHASER(S): \_\_\_\_\_  
CONTRACT \_\_\_\_\_  
DATE: \_\_\_\_\_

It is hereby understood and agreed between the undersigned parties hereto that the following changes shall be made to the above-mentioned Agreement of Purchase and Sale, and except for such changes noted below, all other terms and conditions in the Agreement shall remain as stated therein and time shall continue to be of the essence.

**DELETE:**

19. (b) The Purchaser agrees that this Agreement or any part or parts thereof cannot be assigned without the prior written consent of the Vendor to such assignment, which consent may be arbitrarily withheld. For the purposes hereof, the Vendor hereby grants its consent to the assignment hereof to one or more of a spouse, child or parent of the Purchaser. It is understood that if such consent is not given, the Vendor shall not be required to comply with any direction the Purchaser may give to convey the Property to anyone other than the Purchaser. Prior to Closing, the Purchaser covenants that it shall not advertise or list or enter into an agreement to sell or rent the Property without the Vendor's prior written approval, which approval may be arbitrarily withheld, in its sole, subjective and absolute discretion. Any breach of this covenant shall constitute a material breach of this Agreement.

**INSERT:**

19. (b) The Purchaser shall have a one-time right to assign all of its right, title and interest in this Agreement to a third-party (the "Assignee") and the Vendor shall consent to same provided that:

- (i) such assignment shall not release the Purchaser from its obligations and liabilities under this Agreement until the Closing Date;
- (ii) prior to such assignment taking effect, the Purchaser and the Assignee shall enter into an agreement with the Vendor which is satisfactory to the Vendor, acting reasonably, pursuant to which the Purchaser and the Assignee agree to be jointly and severally liable for the obligations and liabilities of the Purchaser under this Agreement until the Closing Date and thereafter to be the sole responsibility of the Assignee;
- (iii) the Purchaser shall pay the Vendor's legal fees of one thousand (\$1,000.00) dollars (plus applicable HST) and an assignment fee amounting to Zero (\$0.00) dollars (plus applicable HST), which sums shall be paid by certified cheque to the Vendor or as it directs at the time of the Purchaser's request for such assignment.

Notwithstanding anything here, prior to Closing, the Purchaser covenants that it shall not list the Property for sale under any Multiple Listing Service or other third party listing service or advertise the Property for sale on the internet without the Vendor's prior written approval, which approval may be arbitrarily withheld, in its sole, subjective and absolute discretion. In addition, the Vendor acknowledges that the Purchaser may direct that title to the Property be taken in the name of to one or more of a spouse, child or parent of the Purchaser.

DATED \_\_\_\_\_ AT Oakville, ON

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED \_\_\_\_\_ AT Oakville, ON  
Caivan (Heritage Heights)  
Inc.

PER: \_\_\_\_\_

Authorized Signing Officer

# CAIVAN

## AGREEMENT OF PURCHASE AND SALE

**BETWEEN:** Caivan (Heritage Heights) Inc.

(herein called the "Vendor")

**AND:**

\_\_\_\_\_  
Name(s)

\_\_\_\_\_  
Address for Service

Telephone/ Fax:

\_\_\_\_\_  
(home)

\_\_\_\_\_  
(cell)

\_\_\_\_\_  
(work)

\_\_\_\_\_  
(fax)

\_\_\_\_\_  
(home email)

(herein called the "Purchaser(s)")

### 1. PROPERTY/CLOSING DATE

(a) The Purchaser agrees to purchase from the Vendor and the Vendor agrees to sell to the Purchaser on the Closing Date established in accordance with the Freehold Form (Tentative Closing Date) Addendum (the "**Tarion Addendum**"), the lands and house dwelling to be constructed thereon or existing, thereon:

being lot/unit no: \_\_\_\_\_

on the Site Plan attached as Schedule "A" hereto in the project which is comprised of Plan , Plan of Subdivision of Part of Lot 12, Concession 5, West of Hurontario Street (Geographic Township of Chinguacousy), City of Brampton, Regional Municipality of Peel

\_\_\_\_\_ (the "Property")

(b) The Vendor agrees that on or before the Closing Date, it will construct and substantially complete on the Property:

Vendor's model: \_\_\_\_\_

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

(the "Dwelling")

in a good and workmanlike manner in conformity with the Floor Plan/Elevations and Specifications attached as schedules hereto, subject to modifications made in accordance with this Agreement.

### 2. PURCHASE PRICE

The purchase price for the Property shall be:

Lot premium: (if applicable) \_\_\_\_\_

Options: (as per the Schedule of Options attached) \_\_\_\_\_

Incentive: (if applicable) \_\_\_\_\_

Lot premium incentive: (if applicable) \_\_\_\_\_

TOTAL: \_\_\_\_\_

(herein called the "**Purchase Price**") which shall be payable as follows:

(i) By deposit made payable to the Vendor on execution of this Agreement by way of credit card payment or bank draft issued by a Schedule 1 Canadian Chartered Bank on in the amount of: \_\_\_\_\_

(ii) By a further deposit to the Vendor on October 1, 2024 in the amount of: \_\_\_\_\_

(iii) By a further deposit to the Vendor on October 31, 2024 in the amount of: \_\_\_\_\_

(iv) By a further deposit to the Vendor on November 30, 2024 in the amount of: \_\_\_\_\_

(v) By a further deposit to the Vendor on December 30, 2024 in the amount of: \_\_\_\_\_

(vi) By a further deposit to the Vendor on January 29, 2025 in the amount of: \_\_\_\_\_

(vii) By a further deposit to the Vendor on February 28, 2025 in the amount of: \_\_\_\_\_

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(viii) By a further deposit to the Vendor on March 30, 2025 in the amount of: \_\_\_\_\_

(ix) By a further deposit to the Vendor on April 29, 2025 in the amount of: \_\_\_\_\_

(x) By a further deposit to the Vendor on \_\_\_\_\_ in the amount of: \_\_\_\_\_

The balance of the Purchase Price, subject to adjustments as hereinafter set out, shall be payable by certified cheque or bank draft drawn on the Purchaser's solicitors trust account from a Schedule 1 Canadian Chartered Bank on the Closing Date.

### 3. HST

- (a) The parties acknowledge that the Purchase Price includes the tax applicable to the within transaction commonly known as "HST" less the HST New Housing Rebate commonly available to purchasers of new homes for themselves or their relatives (the "HST New Housing Rebate"). Notwithstanding anything to the contrary in this Agreement, the Purchaser hereby irrevocably assigns to the Vendor the Purchaser's right, interest and benefit (now or in the future) of the HST New Housing Rebate;
- (b) The Purchaser warrants that the Purchaser qualifies for the HST New Housing Rebate if any is available. The Purchaser further warrants that the Property is being purchased as the Purchaser's primary place of residence and that the Purchaser will take possession and occupy the Dwelling forthwith on the Occupancy Date and will not allow occupancy of the Dwelling by any other individual (other than the Purchaser's immediate family) as a place of residence prior to occupancy by the Purchaser;
- (c) If for any reason the Purchaser does not qualify for the HST New Housing Rebate, then the Purchaser shall be fully responsible and shall forthwith pay to the Vendor, in addition to the outstanding balance of the Purchase Price, the amount of such rebate plus interest at the Toronto-Dominion Bank's prime rate of interest per annum, plus two per cent calculated from the Closing Date plus any fees, penalties or damages which may be imposed on the Vendor by the applicable taxing authority;
- (d) If any change to the amount of the HST or the amount of the HST New Housing Rebate comes into force as at the date when HST becomes payable on the Property, the effect of which is to increase the amount of HST payable or to decrease the amount of the HST New Housing Rebate, then the Purchaser shall be fully responsible and shall forthwith pay to the Vendor, in addition to the outstanding balance of the Purchase Price, the amount of such difference; and
- (e) The Purchaser agrees to execute and deliver on the Closing Date (or otherwise, as requested from time to time by the Vendor) whatever documentation the Vendor may require to confirm the foregoing warranties and agreements. For clarity, such documentation shall include an application in the manner and in the form required by the applicable taxing authority for the HST New Housing Rebate or authorization to the Vendor to complete such application on the Purchaser's behalf and its assignment as well as such other documents, including an indemnity to the Vendor, in such form as the Vendor shall require respecting the foregoing.

### 4. CHATTELS

By entering into this Agreement of Purchase and Sale, the Purchaser acknowledges and agrees that the water heater to be installed in the home will be a rental unit, rented by the Purchaser from a Hot Water Rental provider pursuant to a rental contract and the Purchaser shall assume, on the earlier of occupancy or Closing, any applicable rental contract and/or as the Vendor may require in its Discretion, execute any rental contract with the hot water rental provider. No other chattels are included in the Property or in the Purchase Price, except as may be shown in any schedule attached hereto.

### 5. COMPLETION OF PROPERTY

- (a) The Purchaser agrees to close this transaction on the Closing Date provided that there shall be no holdback under the Construction Act, or any successor legislation for any period whatsoever and no holdback as security for the completion of unfinished work or for any other purpose whatsoever such that the full balance of the Purchase Price shall be paid to the Vendor on the Closing Date. The Vendor agrees to forthwith remove any construction lien registered against title to the Property arising out of the Vendor's construction on the Property. The Dwelling shall be deemed substantially completed when the Vendor determines that the interior work has been completed so as to permit occupancy (whether or not the relevant municipal and statutory authorities have inspected and passed the interior or the exterior of the dwelling and whether or not an occupancy permit has been issued), notwithstanding that there may remain grading, landscaping, paving, exterior painting or other work to be completed;
- (b) Any extra or custom work or items or colours specifically ordered or chosen by the Purchaser and agreed to be performed by the Vendor will be paid for in such manner as is required by the Vendor at time of selection by the Purchaser at the time of signing a request for change for the said work in any payment manner as required by the Vendor (also known as an "**Agreement for Options and Extras**") prior to the performance of the work or at such other time as the Vendor may determine. Should the Purchaser, for any reason whatsoever, be in default of the said payment terms, the Vendor shall notify the Purchaser and the Purchaser shall correct such default to the acceptance of the Vendor within five (5) Business Days of being notified, after which the Vendor may, at its sole discretion cancel any/or all options or extras and shall retain 25% of the said amount as an administration fee. Said amounts shall be issued as a Closing adjustment. In the event that, for any reason whatsoever, this transaction of purchase and sale is not closed, and payment has not yet been made by the Purchaser, the Purchaser will be liable for payment of any work performed under the terms of this paragraph and all monies paid by the Purchaser to the Vendor pursuant to this paragraph shall be retained by the Vendor. Further, the Purchaser agrees, if the transaction does not close and the Vendor deems it necessary to return to the Vendor's standard colour or item any extra or custom work or items or colours specifically ordered or chosen by the Purchaser and performed by the Vendor, the Purchaser will pay to the Vendor on demand, the cost of returning the said extras, custom work, items or colours to the Vendor's standard;

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- (c) It is agreed that the acceptance of construction, siting of Dwelling, grading and amendments to plans by the applicable governmental authority shall constitute conclusive acceptance by the Purchaser. The Vendor shall have the right in the Vendor's Discretion to make deviations from the plans and specification and/or reverse the plans of the Dwelling and the Purchaser agrees and consents to such alteration and/or reversal and to complete the transaction notwithstanding same. The Purchaser further acknowledges and agrees that the Site Plan is a general representation of the Property. The Purchaser acknowledges and agrees that the Vendor may make such alterations and changes to the Site Plan and grading plan and all features shown thereon as the Vendor, in its Discretion considers necessary and appropriate, including those required by municipal, governmental or statutory authorities, provided that such changes shall not affect the general location of the Property;
- (d) If construction timelines permit and if so doing will not unduly delay completion of the Dwelling, the Vendor shall contact the Purchaser to offer the Purchaser an opportunity to make those selections of colours and materials as the Vendor may make available, to permit completion of the Dwelling, which for greater certainty, shall not include those pre-selected by the Vendor prior to such notification. The Purchaser acknowledges that the time allocated by the Vendor for the Purchaser to make such selections may be limited by the Vendor both as to number of appointments and duration of any such appointment. In the event that the Purchaser does not make the selections at the time designated by the Vendor or within the time allocated to do so, the Vendor shall be entitled to make all such selections and the Purchaser acknowledges and agrees that the Purchaser shall be bound by all such selections as if they had been made by the Purchaser. In the event that there is more than one person named as Purchaser, any one or more of them may make the selections provided for in this paragraph and every one of them shall be deemed to have approved the selections and shall be bound to accept them. In the event that there is any conflict between the selections made by multiple purchasers, it is agreed by the Purchaser(s) that the selections made by the first Purchaser to provide instruction shall govern and each shall be bound to accept the choice of the selections made by the first Purchaser; and
- (e) In the event that any material and/or colour selection made by the Vendor or the Purchaser pursuant to this section is unavailable or the Vendor considers would delay completion of the Dwelling the Purchaser shall have three (3) days after receipt of the Vendor's notice advising of the unavailability or potential delay to construction of the dwelling of the particular material and/or colour to make a substitute selection. The Purchaser hereby agrees that if the Purchaser fails to make a substitute selection within the aforementioned time period the Vendor shall have the right to make such selection on the Purchaser's behalf, and the Purchaser covenants to accept the selection made by the Vendor, provided that it is of equal or better quality than that made by the Purchaser. Notwithstanding any provision in the Agreement to the contrary, in the event that any material, colour selection, extra or custom work is no longer available, in the Vendor's Discretion, the Vendor shall be entitled to provide a credit in the amount determined by the Vendor on the Statement of Adjustments in full satisfaction of any claim that the Purchaser may have.

## 6. MULTIPLE ATTACHED RESIDENTIAL DEVELOPMENT

In the event that the Dwelling is a unit in a multiple attached residential development ("**MAR Development**"), the Purchaser acknowledges and agrees that:

- (a) There may be a cabinet to house hydro meters or other public or private utility equipment in the side, rear or front yard of the Property or affixed to an exterior wall of the dwelling constructed on the Property or travelling through portions of the dwelling constructed on the Property which service the dwellings within this development or within any neighbouring development undertaken by the Vendor (or any affiliated or related entity to the Vendor). The Purchaser further acknowledges and agrees that such hydro meters and other utility equipment may be for the purpose of providing or recording service to the Property and to other properties or dwellings in the vicinity of the Property;
- (b) In order to provide access to the rear yards of the townhouse units in the block of townhouse units in the MAR Development of which the Property forms a part, title to the Property may be subject to a right of way in favour of one or more of the other townhouse units in such townhouse block, which right of way shall be 1.2 metres in width or such other width as the applicable governmental authority may require. The Vendor shall ensure that title to the Property of any townhouse unit not located at the end of such block is benefited by one such right of way to the rear yard of each such dwelling unit from the municipal road allowance. The Purchaser acknowledges and agrees that the Purchaser shall not interfere with such right of way to which the Property may be subject, by way of obstruction of any nature. In the event the Purchaser constructs a fence or fences, the Purchaser shall ensure that all owners entitled to such access right of way shall have access through such fencing by way of a key or a combination to all locks which would otherwise interfere with access;
- (c) Title to the Property may be subject to a joint use and maintenance agreement with respect to common party walls and common structural elements including the roof and foundation of the dwelling and adjoining dwellings and other matters as the Vendor may require;
- (d) Title to the Property will be subject to an easement in favour of adjoining property owners and will include an easement over adjoining properties within the MAR Development block of townhouses of which the Property forms a part, for the purposes of maintenance, repair and other similar or related purposes;
- (e) The provision of services to the Dwelling and to other units in the MAR Development, may result in, including without limitation, pipes and conduits, running through the Property and/or within or beneath the Dwelling; and
- (f) That in order to provide for separate metered utility service to each unit in the block in which the Property is located, the Vendor, its employees and contractors, and the utility, shall be granted unrestricted access to the Property for the purpose of installing hydroelectric wiring, gas or water lines or other conduits in and through the Property and/or within or beneath the Dwelling in such locations as the Vendor shall determine necessary and for maintenance and repair thereof.

## 7. WARRANTY/INSPECTION

- (a) The Vendor is registered under Tarion/HCRA and the Dwelling will be enrolled with Tarion/HCRA. The Purchaser shall reimburse and pay to the Vendor, on closing, the fee for enrolment of the Dwelling with Tarion. The Purchaser agrees to accept the Tarion warranty in lieu of any other warranty or guarantee expressed or implied, it being understood and agreed that there is no representation other than as expressed herein in writing. The Purchaser acknowledges that it has received a copy of the Warranty Information Sheet as Schedule F as published by Tarion and which provides information about warranty coverage, the pre-delivery inspection and, generally, rights and responsibilities of

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Purchaser/Owners and Builders. In addition, the Purchaser acknowledges that it has received the following link to Tarion's Learning Hub (<https://www.tarion.com/homeowners/learning-HUB>);

- (b) The Purchaser agrees that the Purchaser or a representative designated in writing by the Purchaser shall meet a representative of the Vendor, at the Property at a time, prior to Closing, designated by the Vendor, to conduct a pre-delivery inspection of the dwelling constructed on the Property (the "**Inspection**"). At the Inspection any items remaining to be completed shall be listed on a Certificate of Completion and Possession in accordance with the *Ontario New Home Warranties Plan Act* (the "**Certificate**") or on such other forms as prescribed by such Act. Such Certificate shall constitute the Vendor's only undertaking to complete the incomplete items. The Purchaser agrees that the Purchaser or the Purchaser's representative shall execute the Certificate at the conclusion of the Inspection and shall be delivered to the Vendor's representative at such time;
- (c) In the event the Purchaser elects to designate a representative for the purposes of the Inspection, the Purchaser agrees to provide written authority appointing such representative and deliver such written authority to the Vendor at least one day prior to the date of Inspection. All decisions made by and documentation executed and delivered by the Purchaser's representative shall be binding upon the Purchaser as if the Purchaser had made such decisions and had executed and delivered such documentation. Without limiting the Purchaser's rights under the Tarion warranty, the Vendor reserves the right, in its Discretion, to refuse access to the Property by any particular designated representative or representatives;
- (d) If the Purchaser or a representative authorized in accordance with this clause does not attend for the Inspection at the time designated by the Vendor or does not execute the Certificate or other documents as required by this paragraph 6, the Purchaser shall be in default under this Agreement and the Vendor shall be entitled to exercise any and all remedies available to the Vendor. The Purchaser acknowledges and agrees that the Vendor shall not be obligated to complete this Agreement in the event of the Purchaser being in default under the terms of this paragraph 6, in which case, the Purchaser acknowledges and agrees that tender will not be required. The Purchaser further acknowledges and agrees that if the Purchaser or a representative authorized in accordance with this Schedule does not attend for the Inspection at the time designated by the Vendor or refuses to execute the Certificate, the Vendor is hereby irrevocably appointed by the Purchaser as the Purchaser's representative, and this shall constitute the written authority contemplated by this clause for such purpose; and the Vendor shall be entitled to complete the Inspection and execute and deliver the Certificate and other documents in its capacity as the Purchaser's representative and appoints the Vendor as the Purchaser's attorney in all respects relevant to the Tarion warranty. The Vendor shall have the right to elect, in its Discretion, to carry out the Inspection as agent for and on behalf of the Purchaser or to treat the failure on the part of the Purchaser as a fundamental breach of contract, entitling it to terminate the Agreement and forfeit the deposits;
- (e) Subject to paragraph 6(c), regarding a designate or representative, in the event that the Vendor invites the Purchaser to attend at the Property prior to the Inspection, the Purchaser acknowledges and agrees that such invitation is personal to the Purchaser and may not be assigned to anyone to attend on behalf of or together with the Purchaser; and
- (f) The Purchaser covenants that it shall not enter onto the Property or the Dwelling prior to Closing without the express written authority of the Vendor and accompanied by a representative of the Vendor and shall further comply with all safety and health requirements (inclusive of the *Occupational Health and Safety Act*) of and in the Vendor's Discretion.
- (g) The Purchaser hereby releases the Vendor, its employees, officers, directors, owners, sales representatives, the Vendor's trades, experts and solicitors and the Vendor's related and affiliated corporations from any causes of action against each and any of them except for any remedy explicitly given to the Purchaser against the Vendor, either in this Agreement or the terms of the *Ontario New Homes Warranties Plan Act*, the NHCL Act, or any requirements of the Tarion Warranty Corporation.

For greater certainty, remedies available to the Purchaser are deemed to exclude: (a) damages for mental distress, loss of enjoyment or loss of a personal preference or personal choice; (b) punitive and/or exemplary damages; and (c) substantial indemnity costs, except for such costs as may be awarded as a result of an offer to settle.

## 8. TITLE

- (a) Subject to paragraph 20 hereof, title to the Property shall be good and free from all encumbrances, except as to any registered rights of way, registered easements and unregistered (inclusive of any easements for the emission of noxious or harmful substances) including those for utilities and fuel transmission, restrictions, joint sewer or other services maintenance agreements, cost sharing agreements, joint use and maintenance agreement, easement as between the neighbouring properties in the MAR Development, shared parking agreements and covenants that run with the land whether any of the foregoing shall be specific or blanket in nature and any Site Plan Agreement, Subdivision Agreement, or Agreements with any municipal, governmental or statutory authority, any airport zoning regulations, the easements and rights of access contained therein. The Vendor shall not be required to provide evidence of compliance with any of the foregoing and shall not be required to obtain a release or discharge of any of same. The Purchaser shall obtain such compliance reports or confirmations of compliance as the Purchaser may require. The Purchaser shall not call for production of any title deed, abstract or other evidence of title except such as are in the possession of the Vendor. The Purchaser shall be allowed until twenty (20) days after acceptance of this Offer, but no later than twenty (20) days prior to the Closing Date, to investigate the title to the Property at the Purchaser's expense;
- (b) If within that time any valid objection to the title to the Property 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, notwithstanding any intermediate acts or negotiations in respect to such objection, be null and void and the deposit shall be returned to the Purchaser without interest or deduction and neither party shall be liable in any manner to the other for any costs or damages. 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; and
- (c) The Purchaser acknowledges that title to the Property may be subject to blanket easements, rights of way or similar agreements with other landowners on the said Plan of Subdivision or with companies supplying utilities or services to the Property or other lands. In the event that any such agreement is not registered on title to the Property at Closing or is not contained in the transfer, the Purchaser agrees to execute after Closing such documentation as the Vendor may reasonably require in order to grant such easements, rights of way or agreements.

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## 9. DOCUMENTS

- (a) The Transfer may be prepared by paper copy or electronically. The Transfer may contain or may be subject to such covenants and restrictions as the Vendor shall require in order to comply with the provisions of this Agreement, any municipal or other agreements entered into by the Vendor or any predecessor with the relevant municipality or municipalities, any covenants and restrictions set out in any schedule hereto. The Purchaser acknowledges and agrees that title to the Property may be registered in the name of a party other than the Vendor and the Purchaser agrees to accept a Transfer of the Property from such registered owner; and, if so, any representations, warranties, covenants and obligations under this agreement by the Vendor are those of the Vendor alone and not the registered owner;
- (b) The Purchaser agrees to notify the Vendor's solicitor within ten (10) days after acceptance of this Agreement or twenty (20) days prior to the Closing Date, whichever shall be the earlier, as to the manner in which the Purchaser will be taking title as well as the Purchaser's birth date. If the Purchaser does not so notify the Vendor's solicitor, the Transfer shall be prepared as the Purchaser is described on the first page of this Agreement and if there shall be more than one (1) Purchaser, they will be described as being joint tenants. In the event that the Purchaser desires to modify the title direction, with the Vendor's consent to be granted or withheld in its Discretion, subsequent to this date, the Purchaser shall pay, on the Closing Date, as a credit to the Vendor and the Vendor's solicitors, an administration fee, together with a legal fee, in each case plus HST, in amounts to be determined by the Vendor, in its Discretion;
- (c) The documents which the Vendor shall be obliged to deliver on closing shall be limited to a Transfer, a Certificate confirming the Vendor's status as a resident corporation of Canada for income tax purposes, a general form of Undertaking by the Vendor to pay taxes and utility rates to the Closing Date and to readjust the Statement of Adjustments, a Direction which the Purchaser agrees to comply with as to payment of the balance of the Purchase Price and the Vendor's solicitor's Undertaking to obtain and register discharges of charges registered against the title to the Property. The foregoing shall be prepared by the Vendor's solicitors and shall be in the Vendor's standard form. The Purchaser shall deliver such documents as may be reasonably requested by the Vendor or its solicitors, including without limitation all assignments, undertakings, and statutory declarations relating to the HST New Housing Rebate; and
- (d) The Purchaser acknowledges and agrees that the Vendor and its solicitor shall not be required to complete statements within the Transfer contemplated under the *Planning Act* (Ontario).

## 10. RIGHTS/BENEFITS/RESTRICTIONS

The Purchaser acknowledges that the Transfer of the Property and/or the title register (and/or the PINs for the Property) may contain rights of ways, easements or other rights or benefits, whether specific or blanket in favour of the adjoining properties or other properties for the purposes of access or of maintaining, repairing and/or replacing the building, chimney, fencing, landscaping and or services on, and/or encroachments from, the adjoining property or other properties and the said Transfer and/or Register may also contain the benefit of similar easements or rights over the adjoining property or other properties in favour of the owners and occupiers from time to time of the Property. The Purchaser, if so requested by the Vendor, agrees to execute the Transfer and such other documents as may be reasonably necessary to give effect to such rights, benefits and/or restrictions. The Purchaser further acknowledges that the Purchaser shall not be permitted to alter or interfere with any services or utilities having easements or other rights or benefits, except with the express written approval of the provider of said services or utilities. In the event that this Agreement is for the sale of Dwelling that allows for the partial use of the Dwelling as a commercial operation (a "Live / Work Dwelling"), then:

- (a) the Purchaser acknowledges that the Vendor makes no representation or warranty of any nature or kind whatsoever as to the permitted use that the Purchaser may make of the Property or the Live / Work Dwelling and the Purchaser shall satisfy itself by undertaking its own due diligence in connection with whether or not its proposed use is in compliance with all municipal zoning bylaws, rules and ordinances; and
- (b) the Purchaser acknowledges that the non-residential areas of the Live / Work Dwelling will only be completed to drywall, with a coat of primer, but not otherwise finished in any manner similar to a traditional Dwelling that is not a Live / Work Dwelling and the only features and finishes to be provided by the Vendor (if any) are those set forth in Schedule "C" to this Agreement. The Purchaser acknowledges that title to the Property may be subject to a restrictive covenant agreement to be registered by the Vendor on or prior to the Closing Date prohibiting certain uses of the Property and the Live / Work Dwelling (by way of example only, a prohibition on cannabis activities, tattoo parlors, massage parlors and such other uses as the Vendor may determine, in its Discretion). Purchasers that are adjacent to and/or neighbouring the Live / Work Dwelling(s) are advised that the Live / Work Dwelling(s) can be utilized for any purpose permitted by the municipal by-laws, from time to time, and purchasers are encouraged to review the municipal by-laws to ensure that any permitted uses of the Live / Work Dwelling(s) are not unacceptable to the Purchaser of a Dwelling.

## 11. ADJUSTMENTS

The Purchase Price shall be adjusted to reflect the following items, where applicable, as determined by the Vendor in its Discretion, which shall be apportioned and allowed to the Closing Date, with that date itself being apportioned to the Purchaser, including but not limited to:

- (a) Changes (extras, upgrades or modifications) purchased to be shown as an addition to the purchase price in accordance with the requirements of the Ministry of Finance for the purposes of the Land Transfer Tax calculation, and a credit to the Purchaser for the amount paid;
- (b) the enrolment fee paid by or on behalf of the Vendor for the Dwelling under the Tarion warranty program plus applicable taxes, and the regulatory oversight and licensing fee or additional fees or imposts for the Dwelling charged by the Home Construction Regulatory Authority (HCRA) established under the New Home Construction Licensing Act, 2017, as amended from time to time, plus applicable taxes;
- (c) Realty Taxes shall be adjusted on the Closing Date if the property has been separately assessed (including any supplementary assessments). In the event that the Property has not been separately assessed, the Purchaser shall assume sole responsibility for the supplementary assessment as of the Occupancy Date, and no adjustment for the building value of the Realty Taxes will be made. Realty taxes will then be re-adjusted based upon the vacant land tax only. Vacant land property taxes including local improvements shall be adjusted as assessed, or as estimated by the Vendor, and fully paid by the Vendor, notwithstanding that same may not have been levied, assessed and/or paid by the Closing Date. If, in fact, any realty taxes attributable to the Dwelling have not been paid in accordance with the manner that same have been adjusted for in the statement of adjustments, then the Vendor shall provide the Purchaser



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on closing with its written undertaking to pay same in accordance with the statement of adjustments forthwith after closing and the Purchaser shall accept said undertaking and complete the transaction in accordance therewith. No readjustment of taxes will be requested or given for an amount which is \$20.00 or less;

- (d) the Purchaser shall pay and/or reimburse the Vendor on the Closing Date, the amount of any levy, charge, development charge, education development charges, park levy, any charges in connection with Section 42 and/or Section 51 of the *Planning Act*, each as same may be amended, bylaw, community benefit charge and any charges pursuant to any Section 37 agreement, as same may be amended (collectively, the "**Levies**"), together with any increase in the Levies or any new levy or charge which may be added by any authority subsequent to the date of this Agreement. A letter from the Vendor's designated consultant certifying the said charges and costs shall be final and binding on the Purchaser;

Any development charges, rebates, credits or other reimbursements or reductions of levies, imposts, or fees paid or credited to the Vendor from any source whatsoever should be for the sole account to the Vendor and shall not be the basis for and shall not give rise to any right to readjustment, abatement or reduction of the purchase price, or any claim by the Purchaser of any kind whatsoever;

- (e) an administration charge of \$250 plus applicable taxes to the Vendor's solicitor and/or the Vendor (as determined by the Payee on the cheque) for each cheque that is submitted or delivered by or on behalf of the Purchaser for payment of any portion of the Purchase Price and/or for any extras or upgrades so ordered, or for any portion of the occupancy fees so payable, which is not honoured for any reason by the Purchaser's or drawer's bank;
- (f) the charge imposed upon the Vendor or the Vendor's Solicitors by the Law Society of Ontario upon registration of a Transfer/Deed of Land or any other instrument;
- (g) the Purchaser shall pay, by certified cheque drawn on a Schedule 1 Canadian Chartered Bank, on the Closing Date, the Vendor's solicitors legal fees for the costs incurred, or to be incurred, in obtaining and preparing partial discharge of any mortgages, charges, debentures or trust deeds not intended to be assumed by the Purchaser;
- (h) the Transfer will be prepared by the solicitor for the Vendor at the expense of the Purchaser, such expense being Three Hundred and Fifty (\$350) Dollars plus applicable taxes and payable by certified cheque drawn on the Purchaser's solicitors trust account from a Schedule 1 Canadian Chartered Bank to the Vendor's solicitors on the Closing Date. In addition, the Purchaser shall pay the sum of \$250.00 per partial discharge plus applicable taxes and payable by certified cheque drawn on the Purchaser's solicitors trust account from a Schedule 1 Canadian Chartered Bank to the Vendor's solicitors on the Closing Date;
- (i) The Purchaser shall pay, and/or reimburse, the Vendor on the Closing Date by certified cheque, for the cost incurred by the Vendor in connection with the installation of gas, water and hydro meters;
- (j) The Purchaser shall pay, and/or reimburse the Vendor on the Closing Date by certified cheque, for the cost incurred by the Vendor in connection with installation of landscaping, shrubs and trees required by the municipality;
- (k) The Purchaser shall pay, and/or reimburse the Vendor on the Closing Date by certified cheque, for the cost incurred by the Vendor in connection with the paving of the driveway, which will be done by the Vendor according to its schedule, but in any case prior to the final assumption of all services by the municipality;
- (l) The sum of \$75 plus HST for any change requested by the Purchaser relating the form of funds tender, such as a change from cheque to wire transfer, replacement of deposit cheque or any similar request;
- (m) If the purchaser requests any amendment(s) to the Agreement (including, without limiting the generality of the foregoing, adding/deleting a purchaser, requesting a change in any permitted right of colour or material selection, making a late colour or material selection, a change to the Closing Date, a request to extend the Closing Date or a change to the deposit structure or deposit due date), the Purchaser shall pay to the Vendor an administration fee of \$750 plus HST, together with a legal fee payable to the Vendor's solicitors of \$350 plus HST per occurrence for any requested amendment to the Agreement, if consented to by the Vendor, in its Discretion) if the request is made prior to that date which is 30 days prior to the Closing Date and an administration fee of \$1000 plus HST to the Vendor, together with the legal fee of \$350 plus HST per occurrence, for any change or request which is made 30 days or less prior to the Closing Date, in all cases without there being any obligation on the part of the Vendor to grant and/or accommodate such request; and
- (n) If the Purchaser fails to select or reselect optional upgrades/colours within the timeline required by the Vendor (but without any obligation on the part of the Vendor to honour any such selections following the Purchaser's failure to select or reselect) or, in the event that the Purchaser misses a décor appointment or cancels a décor appointment, the Purchaser shall pay the sum of \$500 per occurrence, plus all applicable taxes, as an adjustment in favour of the Vendor on the Closing Date without any obligation on the part of the Vendor to reschedule or follow any décor selections following the missed or canceled appointments.

## 12. PLANNING ACT

This Agreement is conditional until the ninetieth (90<sup>th</sup>) day prior to the First Tentative Closing Date, as defined in the Tarion Schedule/Statement of Critical Dates, upon the Vendor obtaining compliance, at its own expense, with the subdivision control provisions of the *Planning Act*. In the event that the Vendor gives notice on or before the date aforesaid, or such further date as provided for in this clause, to the Purchaser that it has not obtained such compliance, then the Agreement shall be at an end and all deposits paid by the Purchaser shall be refunded with interest, as applicable. Provided further in the event that the Vendor gives notice in accordance with the Tarion Schedule/Statement of Critical Dates of extension of closing to the Second Tentative Closing Date, this Agreement shall remain so conditional until the ninetieth (90<sup>th</sup>) day prior to the Second Tentative Closing Date. Provided further that if closing is not extended to the Second Tentative Closing Date, but in lieu thereof, a Firm Closing Date is established, or in the event that the Vendor extends closing from the Second Tentative Closing Date to the Firm Closing Date, in accordance with the provisions of the Tarion Schedule/Statement of Critical Dates, this Agreement shall remain so conditional until the ninetieth (90<sup>th</sup>) day prior to the Firm Closing Date. For the purposes of this clause, registration of a plan of subdivision shall be considered as compliance thereunder.

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## 13. MUNICIPAL AND UTILITY EASEMENTS

The Purchaser covenants and agrees to execute any usual and reasonable grant or grants of easement over or under the Property that may be required by any local or municipal authority or by any utility during a period of five (5) years following the Closing Date.

## 14. MUNICIPAL TAXES

The Purchaser acknowledges that the Purchaser is responsible for ensuring that the Property is properly assessed for municipal tax purposes. The Purchaser further acknowledges that the Vendor shall have no responsibility or obligation to make any appeal of the tax assessment by the Province of Ontario, which obligation shall be the responsibility of the Purchaser.

## 15. DIMENSIONS OF THE PROPERTY/DWELLING

- (a) The dimensions of the Property and of the Dwelling as may be provided for in this Agreement or in any material provided to the Purchaser, or displayed in any sales office, are approximate only and, in the event that such dimensions are determined to be less than or more than as set out in this Agreement or any material provided to the Purchaser, the Purchaser agrees to accept the Property and/or the Dwelling with such lesser or greater dimensions, without any abatement of the Purchase Price. The Purchaser acknowledges and agrees that such dimensions do not in any way constitute a representation as to the final dimensions of the Property or the Dwelling, as built. The Purchaser acknowledges and agrees that floor and ceilings may be dropped. The dimensions of rooms may vary slightly to accommodate plumbing, heating, electrical or other services and may require vertical or horizontal boxes and/or double or furred walls. The Purchaser acknowledges and agrees that such differences will not diminish the value of the home or substantially alter it.
- (b) The Purchaser acknowledges that s/he has reviewed a copy of the Site Plan attached to this Agreement as Schedule "A", and the Purchaser further acknowledges and agrees that s/he is satisfied as to the location, dimensions and footprint of the Property, and as to the applicable easements on or about the Property (if any).

## 16. ACCESS FOR INSPECTION, REPAIR & CONSTRUCTION

- (a) Following the closing date, the Vendor and persons authorized by the Vendor shall have access to the Property without notice and to the Dwelling with notice, at all reasonable hours, in order to make inspections and do any work or repairs thereon which the Vendor may deem necessary, including without limitation, sodding or grading on the Property or adjacent lots. In the event that the Purchaser denies access to the Vendor or persons authorized by the Vendor to complete warranted repairs being the subject of the Tarion Warranty, the Vendor shall be absolved of responsibility to complete such repairs; and
- (b) The Purchaser acknowledges that there may be vacant lots adjoining the Real Property on which construction will take place after Closing. The Purchaser agrees that the Vendor or other builders, contractors or other parties authorized by the Vendor may enter upon the side and back lots of the Property after Closing in order to enable reasonable construction access to any adjoining lots. Such access shall be allowed without objection by the Purchaser provided that access to the Property and the Dwelling is not blocked and any disruption or damage resulting therefrom is repaired at no cost to the Purchaser.

## 17. UTILITY METERS

Without limiting the provisions in connection with the MAR Development, the Purchaser acknowledges and agrees that there may be a cabinet to house hydro meters, which cabinet may be located in the side or rear yard of the Property, or upon and within any portion of the porch/vestibule, or may be affixed to an exterior wall of the Dwelling. The Purchaser further acknowledges and agrees that such hydro meters may be located on the Property or Dwelling and that they may be for the purpose of providing or recording service to other properties or dwellings.

## 18. INSURANCE

The Dwelling and equipment and any chattels included in the sale of the Property shall be and remain until the Closing Date at the risk of the Vendor. In the event of damage to the Dwelling, equipment or chattels, the Vendor may either repair the damage and complete this Agreement or may cancel this Agreement and have all monies paid returned to the Purchaser without interest, and the Vendor shall not be liable in any manner to the Purchaser for costs or damages.

## 19. REGISTRATION/ASSIGNMENT

- (a) The Purchaser agrees not to register this Agreement or any notice thereof, nor any caution upon the Property nor to register or permit to be registered any encumbrances against the Property or to sell or make any other disposition thereof until the Vendor has received all monies pursuant to any mortgage made by the Vendor and this Agreement has been closed. In the event that the Purchaser breaches any such covenant contained in this paragraph, the Purchaser shall pay all damages, costs and expenses incurred or suffered by the Vendor as a result of such breach, including all damages, costs and expenses resulting from a failure by the Vendor to obtain any mortgage advances in respect of any mortgage registered against title to the Property and the Vendor shall be entitled to terminate this Agreement and retain any and all deposits, in addition to all other rights and remedies accruing to the Vendor in law and in equity; and
- (b) The Purchaser agrees that this Agreement or any part or parts thereof cannot be assigned without the prior written consent of the Vendor to such assignment, which consent may be withheld in the Vendor's Discretion. The Vendor shall not be required to comply with any direction the Purchaser may give to convey the Property to anyone other than the Purchaser. Prior to Closing, the Purchaser covenants that it shall not advertise or list or enter into an agreement to sell or rent the Property without the Vendor's prior written approval, which approval may be arbitrarily withheld, in its Discretion. Any breach of this covenant shall constitute a material breach of this Agreement.

## 20. TIME OF THE ESSENCE

Time is of the essence in all respects of this Agreement, provided that if the Closing Date falls on a Saturday, Sunday or other day on which the Teraview system is not operational, the completion of this Agreement will take place on the first day following the Closing Date that the Teraview system is operational.

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## 21. DISCHARGE OF ENCUMBRANCES

The Purchaser acknowledges that the Property may be encumbered by charges, encumbrances or other security which is not intended to be assumed by the Purchaser and that there may be arrears of municipal taxes and/or utility rates. The Purchaser agrees to accept the Vendor's solicitor's Undertaking to obtain and register, within a reasonable time after closing, a discharge of any such charges, encumbrances or other security to the extent that it affects the Property and the Vendor's undertaking to pay the amounts owing on account of municipal taxes and/or utilities to the extent that they affect the Property, which undertakings shall be a complete answer to any requisition respecting such matters. The amount to be paid by the Vendor's solicitor for a release of such charges, encumbrances or other security or the amount to be paid by the Vendor to pay municipal taxes or utility rates as they affect the Property shall be conclusively determined by a letter from the holder of the charge, encumbrance or other security or from the municipality or utility as the case may be.

## 22. NOTICE

Any notice required to be given hereunder shall be sufficiently given if mailed by registered mail to the Vendor at:

Caivan (Heritage Heights) Inc.  
209 Oak Park Blvd Unit 6  
Oakville, Ontario L6J 7S8

By email to: gtasales@caivan.com

or to such other address as the Vendor may hereafter designate in writing, and shall be given to the Purchaser at the Purchaser's address, e-mail address or facsimile number set out in this Agreement, or to the Purchaser's solicitor. Any notice mailed as aforesaid shall be deemed conclusively to have been delivered on the second day after mailing thereof. In lieu of notice by mail as aforesaid, notice, as well as offer and/or acceptance of this Agreement upon the Purchaser may be made or given by facsimile, e-mail or similar system, including, but not limited to, electronic signatures provided by the Purchaser or at the office of the Purchaser's solicitor. Any notice, offer or acceptance made by facsimile or e-mail as aforesaid shall be deemed conclusively to have been given on the day of transmission. In the event that the Purchaser's co-ordinates change and the Purchaser does not give notice of the change of address, facsimile number or e-mail address, as the case may be, the Vendor shall give notice to the last coordinates provided by the Purchaser in accordance with this Agreement, which notice shall be effective, notwithstanding that the Purchaser may not have received same. Any notice given by e-mail from an address designated in this Agreement or as further provided by a Party hereto to the other, bearing identification showing it having been sent from said e-mail address, shall be deemed to contain an electronic signature for the purposes of the *Electronic Commerce Act*, S.O. 2000, c. 17.

## 23. DISPUTES

- (a) If prior to Closing any dispute arises out of this transaction, the dispute shall be governed by the provisions of the Tarion warranty. Provided, however, if such dispute is not subject to the dispute resolution provisions of Tarion, or in respect of which Tarion declines to be involved, the Vendor shall have the option, in its Discretion, to terminate this Agreement, in which event the Vendor shall pay to the Purchaser the total of all sums paid by the Purchaser pursuant to this Agreement, including all deposits and amounts paid on account of extras and upgrades, without interest. The said option may be exercised by the Vendor by giving notice to the Purchaser at any time prior to the Closing Date, if the Vendor determines, in its Discretion, that the Tarion warranty is inapplicable; and
- (b) Except for matters governed by Tarion, the Purchaser agrees that any claim, dispute, or controversy (whether in contract, tort, or otherwise, whether pre-existing, present or future, and including statutory, common law, intentional tort and equitable claims) that the Purchaser may have against the Vendor, its agents, employees, principals, successors, assigns, affiliates arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), the Purchaser's purchase or use of the Property and/or the Dwelling or related purchase or the subdivision services (any of the foregoing being a "Claim") shall be resolved exclusively and finally by binding arbitration pursuant to the *Arbitration Act*, 1991 (Ontario), as amended or replaced from time to time. Such arbitration shall be the exclusive forum for the resolution of any Claim by the Purchaser against the Vendor, and the Purchaser hereby agrees that it will not bring or participate in a Claim in any court whether directly, indirectly, by counterclaim or otherwise. The findings of the arbitrator and the proceedings of the arbitration shall be held in the strictest confidence and the Purchaser may not, directly or indirectly, disclose or permit anyone else to disclose same. In addition, the Purchaser shall not be entitled to join or consolidate claims by other Purchasers, or arbitrate a claim as a representative of a class proceeding or participate as a member of any class proceeding with respect to any claim.

## 24. TENDER

- (a) As the Teraview electronic registration system (hereinafter "TERS") is operative in the applicable Land Titles Office in which the Property is registered, the following provisions shall prevail, namely:

The parties agree that an effective tender shall be deemed to have been validly made by a party upon the other party when the party's solicitor has:

- (i) delivered all required closing documents, money and keys contemplated by this Agreement to the other party's solicitor;
- (ii) advised the other party's solicitor, in writing, that the party is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement;
- (iii) has completed all steps required by the TERS, in order to complete the transaction, that can be performed or undertaken by the party's solicitor without the cooperation or participation of the other party's solicitor and, specifically, when the "completeness signatory" for the Transfer has been electronically signed by the party's solicitor, without the necessity of personally attending upon the other party or the other party's solicitor with the closing documents, money and keys and without any requirement to have an independent witness evidence the foregoing; and

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- (iv) The Parties agree to complete this transaction using electronic registration, to adopt the LSUC-OBA Document Registration Agreement in use on the Closing Date and to abide by and instruct their respective solicitors to abide by the closing procedure set forth therein for electronic registration;
- (b) In the event that the Purchaser does not retain a solicitor to represent the Purchaser in this transaction, the Purchaser acknowledges and agrees that tender is waived for all circumstances where it would otherwise be required and that the Vendor will be deemed on the Closing Date to be ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement without having to give proof thereof;
- (c) On or before the 60th calendar day prior to completion of the transaction, the Purchaser shall retain a solicitor in good standing with the Law Society of Ontario to represent the Purchaser with respect to this Agreement and notify the Vendor of the solicitor's contact information; The Purchaser acknowledges and agrees that failure to retain a solicitor and notify the Vendor is a deemed default under the terms of this Agreement. If the chronology set out above for retaining a lawyer is not possible, the Vendor may require the name of a solicitor be provided at the time of signing the Agreement.
- (d) In the event that TERS is not operative in the applicable Land Titles Office, the Vendor and Purchaser waive personal tender and agree that tender of any documents or money may be made upon their respective solicitor and that the money may be tendered by certified cheque drawn on any Canadian chartered bank, trust company or Ontario credit union. In the event that the Purchaser or the Purchaser's Solicitor indicates or expresses to the Vendor or the Vendor's Solicitor, on or before the Closing Date, that the Purchaser is unable or unwilling to complete the sale, the Vendor, at its option, will be relieved of any obligations to make any formal tender upon the Purchaser or the Purchaser's Solicitor. Any tender hereunder shall be made by the attendance of the parties' respective solicitors at the other respective solicitors' offices and, in the absence of an appointment to the contrary, such attendance shall occur between the hours of 3:30 p.m. and 4:29 p.m. in the afternoon of such date. In the event that the Purchaser's Solicitor is not present at such office at the time as hereinbefore established and the Vendor's Solicitor or an authorized representative is in attendance at such time, then the Purchaser shall be deemed for all purposes to have waived tender by the Vendor, and the Purchaser shall be estopped and forever barred from claiming that tender was required or that the Vendor was unable or unwilling to complete this transaction in accordance with the provisions of this Agreement.

## 25. VENDOR'S MARKETING PROGRAM

The Purchaser acknowledges and agrees with the Vendor as follows:

- (a) The Vendor will be carrying on a sales program for the sale of homes (herein after called the "homes") within the community and the Vendor shall be entitled to erect and maintain on any unsold or unoccupied homes, signs and displays having such dimensions as the Vendor may determine in its Discretion;
- (b) The Vendor will maintain sales areas for marketing, rental and sales purposes, including, without limitation, sale and/or rental offices, models for display and sales purposes for the homes, and within or outside any unsold homes, until all homes are sold and conveyed by the Vendor; and
- (c) That the Vendor shall be entitled to use any unoccupied homes (including, without limitation, the Dwelling between the date of execution of this Agreement and ending just prior to conveyance of the Property to the Purchaser) for purposes incidental to the sale, conveyance, rental or construction of the homes; and that so long as the Vendor owns one or more of the homes, the Purchaser shall take no action which, in the Vendor's opinion, would adversely affect the Vendor's marketing program.

## 26. GENERAL MATTERS

- (a) This Agreement shall be read with all changes in gender or number as may be required by the context. The paragraph headings are for identification purposes only and shall not be considered as part of this Agreement;
- (b) The Vendor reserves the right to require that all deposit payments under this Agreement be made by pre-authorized deposit. The Purchaser further agrees to execute all necessary documents and provide any required information to enable the Vendor to initiate and debit the agreed deposit amounts from the Purchaser's designated bank account or credit card as specified in the pre-authorized deposit agreement.
- (c) All covenants, undertakings, terms and conditions as given by and imposed upon the Purchaser under the provisions of this Agreement entitled by their nature to survive Closing of this transaction shall remain in full force and effect and shall not merge in any transfer of the Property to the Purchaser. Where there are two or more Purchasers bound by the said covenants contained herein, their obligations shall be joint and several;
- (d) In the event of default or breach of this Agreement by the Purchaser any amount paid by the Purchaser under the provisions of this Agreement shall be forfeited to the Vendor, irrespective of any other right, cause of action or remedy to which the Vendor may be entitled hereunder in law or in equity;
- (e) The Vendor warrants that it is a resident of Canada within the intent and meaning of Section 116 of the *Income Tax Act* (Canada) or any amendments thereto and will be so on the Closing Date; and
- (f) This Agreement shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.
- (g) If there is more than one Purchaser under this Agreement, all covenants, promises, agreements and other obligations of the Purchaser as set out in this Agreement shall be deemed and construed to be, and shall be fully binding as, the joint and several covenants, promises, agreements and obligations of each and every Purchaser. For greater certainty, any default by one Purchaser hereunder shall constitute a default by each and every other Purchaser, for which each and every Purchaser shall be jointly and severally liable.

The Purchaser agrees that any person who takes title to the property as a beneficiary and/or pursuant to a direction or authorization signed by the Purchaser shall be deemed for all purposes to have signed this agreement through the agency of the Purchaser, or to be the partner of the Purchaser and to be jointly and severally bound by this Agreement. In doing so, the Purchaser acknowledges that this may result in the loss of eligibility for the Rebates.

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Notwithstanding any other provision in this Agreement, the Vendor may demand as a condition precedent to the Vendor's obligation to close, that any person referred to as a beneficiary and/or in a direction or authorization as a person to be named as a transferee shall sign an acknowledgement on the Vendor's form agreeing to be bound by this Agreement.

- (h) The Purchaser acknowledges and agrees that notwithstanding any rights which the Purchaser might have at law or in equity arising out of this Agreement, the Purchaser 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, agent or representative of another person, firm, corporation or other legal entity, and this acknowledgement and agreement may be pleaded as an estopped in bar against the Purchaser in any action or proceeding brought by the Purchaser to assert any of such rights, claims or causes of action. Furthermore, the Purchaser and the Vendor acknowledge and agree that this Agreement shall be deemed to be a contract under seal. In addition, the Purchaser acknowledges and agrees that the offer to enter into this Agreement constitutes an offer "under seal" and, as such, is irrevocable in accordance with its terms.

## 27. PRIVACY

By providing personal information to the Vendor in this Agreement, the Purchaser consents to its use for the purpose of sharing it with the Vendor's solicitors, mortgage lender (for the purpose of providing mortgage financing), with utilities, in order to facilitate the establishment of utility services and with the Purchaser's solicitor in order to facilitate the closing of this transaction. The Purchaser further consents to the obtaining and collection of data as to the state of repair of the Dwelling before and after Closing including, without limitation, photographic and videographic records thereof. The Vendor reserves the right to use visual representations of the Dwelling, taken both during construction and after occupancy, for the purposes of public relations and advertising, and the Purchaser hereby consents to same.

The Purchaser agrees that the Vendor may send email communications to the Purchaser with respect to the Dwelling that is the subject of this Agreement, the community in which the Dwelling is located, as well as other communities currently under development or to be developed in the future by the Vendor.

## 28. PURCHASER'S SOLICITOR

The Purchaser is advised to consult a solicitor with respect to this Agreement. The Purchaser acknowledges that it is solely the Purchaser's responsibility to deliver an executed copy of this Agreement and any amending agreements to this Agreement to the Purchaser's solicitor and to deliver the Certificate of Completion and Possession to the Purchaser's solicitor and mortgage lender.

## 29. ENTIRE AGREEMENT

The Purchaser acknowledges and agrees that this Agreement constitutes the entire Agreement between the Purchaser and Vendor and that there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the Property or supported hereby other than as expressed herein in writing. For greater certainty, the Purchaser acknowledges and agrees that no part of any advertising, promotional or other similar document or brochure shall in any way affect the terms of this Agreement or create rights in favour of the Purchaser, and that the Vendor shall not be bound to perform, fulfil or comply with any warranty, promise or representation which may have been made to the Purchaser by any sales representative or other person on the Vendor's behalf unless such warranty, promise or representation has been acknowledged by the Vendor in writing.

## 30. COSTS

Notwithstanding anything contained in this Agreement it is understood and agreed by the parties hereto that in the event that construction of the Dwelling is not completed on or before the Firm Closing Date (or, if set, the Delayed Closing Date) for any reason or in the event the Vendor cannot complete the subject transaction on the Firm Closing Date (or, if set, the Delayed Closing Date), other than as a result of the Purchaser's default, the Vendor shall not be responsible or liable to the Purchaser in any way for any damages or costs whatsoever including without limitation loss of bargain, relocations costs, loss of income, professional fees and disbursements and any other amount paid to third parties on account of decoration, construction or fixturing costs other than those costs set out in the Tarion addendum.

## 31. SCHEDULES

The following schedules attached to this Agreement shall only be valid and enforceable if executed or initialled by both the Vendor and the Purchaser:

Schedule A: Site Plan

Schedule B: Floor Plan/Elevations

Schedule C: Specifications

Schedule D: Restrictive Covenants/Notices to Purchaser

Schedule E: Upgrades Purchased

Schedule R: Retaining Walls (if applicable and attached)

Schedule S: Partially Completed or Completed Home (if applicable and attached)

Schedule W: Walkout Grade Condition (if applicable and attached)

Tarion Addendum

## 32. ELECTRONIC CONSENT AND CLOSING SYSTEM

### (a) ELECTRONIC CONSENT TO THE DELIVERY OF DOCUMENTS IN ELECTRONIC FORMAT

Pursuant to the provisions of the Electronic Commerce Act 2000, S.O. 2000, as amended, the Purchaser hereby consents to the use of electronic signatures and agrees that this Agreement and all agreements or documents required or desirable to give effect to this Agreement may be executed by electronic means in any number of counterparts and transmitted to the other party or their counsel by facsimile, email or other form of electronic transmission in accordance with this Agreement, and any such electronic execution and delivery is equivalent to the delivery of print versions of the documents bearing manual ink signatures and counterparts, together constitute one and the same Agreement in

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electronic format including without limitation, by copying such documents onto a computer disk that is delivered to the Purchaser or the Purchaser's Solicitors (instead of being in paper format), or by delivering same via e-mail at the e-mail address of the Purchaser or the Purchaser's Solicitors, or by posting such information or documentation on the internet via the password-protected customer website utilized by the Vendor to communicate with the Purchaser, if the Vendor chooses to do so.

## (b) ELECTRONIC CLOSING SYSTEM

It is understood and agreed that the Vendor may utilize the services of an internet-based electronic transaction management system to assist the Purchaser, the Vendor, and their respective solicitors in preparing the documents (and managing the procedures) required to complete the closing of this transaction (hereinafter referred to as the "**Electronic Closing System**") through a secure password protected internet website utilized by the Vendor or its solicitors (hereinafter referred to as the "**eClose website**"). As such, the Purchaser acknowledges and agrees that the Vendor's or its solicitors delivery of some or all of the final closing documents may be delivered electronically, by the Vendor or the Vendor's Solicitors uploading any such documentation on the internet, via the eClose website, and making same available for downloading (and ultimately for photocopying) by the Purchaser's Solicitors (or alternatively, if the Vendor's Solicitors so choose, by the Vendor's Solicitors e-mailing such documentation directly to the Purchaser's Solicitors), and delivery by such means shall be considered acceptable and effective for all purposes. In light of the foregoing, the Purchaser shall be obliged to retain a lawyer who is in good standing with the Law Society of Ontario and who either:

- (i) is (or following the execution of this Agreement, takes all necessary steps to become) a registered user of the Electronic Closing System administered by eClose Guaranteed Inc., or any other entity selected by the Vendor ( the particulars of which can be obtained through the Vendor's Solicitors), to facilitate the final closing of this transaction; or
- (ii) declines to become a registered user of the Electronic Closing System or is otherwise unable or unwilling to access and/or utilize the Electronic Closing System to facilitate both the interim occupancy closing and the final closing of this transaction, in which case, the Purchaser acknowledges that the Vendor's Solicitors shall then be required to employ additional non-electronic systems and procedures in order to communicate with the Purchaser's Solicitors in completing this transaction, and the Purchaser shall correspondingly be obliged to pay to the Vendor's Solicitors (or correspondingly reimburse the Vendor on Closing for) all additional legal fees and ancillary disbursements which may be incurred by the Vendor or charged by the Vendor's Solicitors in order to implement such additional non-electronic systems and procedures (with the Vendor's Solicitors' legal fees for implementing same being a minimum of \$500.00 plus HST, for each of the interim closing package and/or the final closing package, and with such fees being subject to increase, from time to time, without any requirement or obligation to notify the Purchaser of same prior to closing). The Purchaser's failure to remit a certified cheque for such fees (made payable to the Vendor's Solicitors) on the interim closing or final closing of this transaction (as the case may be) shall automatically entitle the Vendor and the Vendor's Solicitors to refuse to complete this transaction and to refrain from providing occupancy of the Unit to the Purchaser and/or to refrain from electronically releasing the deed/transfer of title to the Property to the Purchaser's Solicitors.

Notwithstanding the utilization of the Electronic Closing System to manage and complete this transaction, it is nevertheless understood and agreed that the issues of tender, and the delivery and/or exchange of documents, monies and keys to the Property, and the release thereof to the Vendor and the Purchaser (as the case may be), shall continue to be governed by (and be subject to the overriding provisions of) Paragraph 23 hereof.

## 33. FINANCING CONDITION IN FAVOUR OF THE VENDOR

The Purchaser covenants and agrees to provide to the Vendor a copy of a binding commitment for a mortgage loan for the Balance of the Purchase Price or other evidence satisfactory to the Vendor, acting reasonably, of the Purchaser's ability to finance the Balance of the Purchase Price on Closing (the "Commitment") within five days after the Vendor's request. The Purchaser acknowledges and agrees that the Vendor shall be entitled to request a Commitment on more than one occasion so as to confirm the Purchaser's continued ability to perform his or her obligations hereunder. If the Purchaser fails to provide the Commitment within the aforesaid time period, the Vendor may declare the Purchaser to be in default under this Agreement and may exercise any or all of its remedies set forth in the Agreement and or at law, including but not limited to termination of this Agreement. If the Vendor, in its reasonable discretion, determines that the Commitment or other evidence submitted by the Purchaser does not demonstrate a reasonable financial ability to complete the transaction, the Vendor may elect, in its sole, subjective and absolute discretion, to terminate this Agreement or, in the alternative, require that additional deposits be paid by the Purchaser at such times and in such amounts indicated by the Vendor, in its sole, subjective and absolute discretion.

## 34. PROHIBITION ACT

- (a) The Purchaser hereby acknowledges the provisions set forth in the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* S.C. 2022, c.10, s.235, as same may be amended from time to time (the "**Prohibition Act**") and the the regulations to the Prohibition Act, as same may be amended from time to time (the "**Regulations**").
- (b) The Purchaser covenants, warrants and represents to the Vendor that the Purchaser is not a non-Canadian as defined by the Prohibition Act and the Regulations. In the event the Purchaser is determined by the Vendor, on or before Closing, to be a non-Canadian as defined by the Prohibition Act and the Regulations, same shall constitute default under this Agreement and the Vendor shall be entitled to exercise any rights that it may have pursuant to this Agreement or at law as a result of same, including the right to terminate this Agreement.
- (c) The Purchaser shall indemnify and save harmless the Vendor and related or associated corporations to the Vendor, their directors, officers, employees and agents, and the legal personal representatives, successors or assigns of each, from and against all loss, liability, claims, demands, damages, costs and expenses which may be made or brought against any of them, or which they may sustain by reason of the Purchaser being determined to be a non-Canadian in accordance with the Prohibition Act and

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Regulations. Concurrent with execution of this Agreement, the Purchaser shall provide written evidence and confirmation, satisfactory to the Vendor, that the Purchaser is not a non-Canadian in accordance with the Prohibition Act and the Regulations.

- (d) The Purchaser, on Closing, shall also provide written evidence and confirmation satisfactory to the Vendor's Solicitors, that the Purchaser is not a non-Canadian in accordance with the Prohibition Act and the Regulations, including and without limitation, a statutory declaration and written confirmation addressed to the Vendor and the Vendor's Solicitors, from the Purchaser's Solicitors, confirming that the Purchaser is not a non-Canadian in accordance with the Prohibition Act.
- (e) Notwithstanding any provision of the Agreement to the contrary, the Purchaser shall not be permitted to assign the Agreement to a non-Canadian, as defined in the Prohibition Act and Regulations, without the prior written consent of the Vendor, which consent may be arbitrarily withheld in the Vendor's sole and unfettered discretion. In the event that the Vendor consents to the assignment of the Agreement, the Purchaser will ensure that the Purchaser delivers any declarations or any other evidence the Vendor deems necessary to confirm that such assignee is not a non-Canadian as defined in the Prohibition Act and Regulations.
- (f) The Purchaser hereby certifies, declares, represents and warrants to the Vendor that either:
  - (i) the Purchaser is not a "non-Canadian" within the meaning of the Prohibition Act and the Regulations, as amended from time to time; or
  - (ii) the Purchaser is a "non-Canadian" within the meaning of the Prohibition Act and the Regulations, as amended from time to time, but is an exempt person pursuant to section 4(2) of the Non-Canadian Prohibition Act and, more specifically, pursuant to section 5(b) of the Regulations.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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## 35. SCHEDULES

The following schedules attached to this Agreement shall only be valid and enforceable if executed or initialled by both the Vendor and the Purchaser:

- Schedule A: Site Plan
- Schedule B: Floor Plan/Elevations
- Schedule C: Specifications
- Schedule D: Restrictive Covenants/Notices to Purchaser
- Schedule E: Upgrades Purchased
- Schedule R: Retaining Walls (if applicable and attached)
- Schedule S: Partially Completed or Completed Home (if applicable and attached)
- Schedule W: Walkout Grade Condition (if applicable and attached)
- Schedule E: Upgrades Purchased at time of sale
- Tarion Addendum

The Purchaser has hereunto executed this Agreement this \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness

PURCHASER'S SOLICITOR:

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Attention: \_\_\_\_\_

The Vendor has hereunto executed this Agreement this \_\_\_\_\_

Caivan (Heritage Heights) Inc.

Per: \_\_\_\_\_

Authorized Signing Officer

VENDOR'S SOLICITOR:

Firm Name: Bennett Jones LLP

Address: 100 King St W Suite 3400, Toronto, ON M5X 1A4

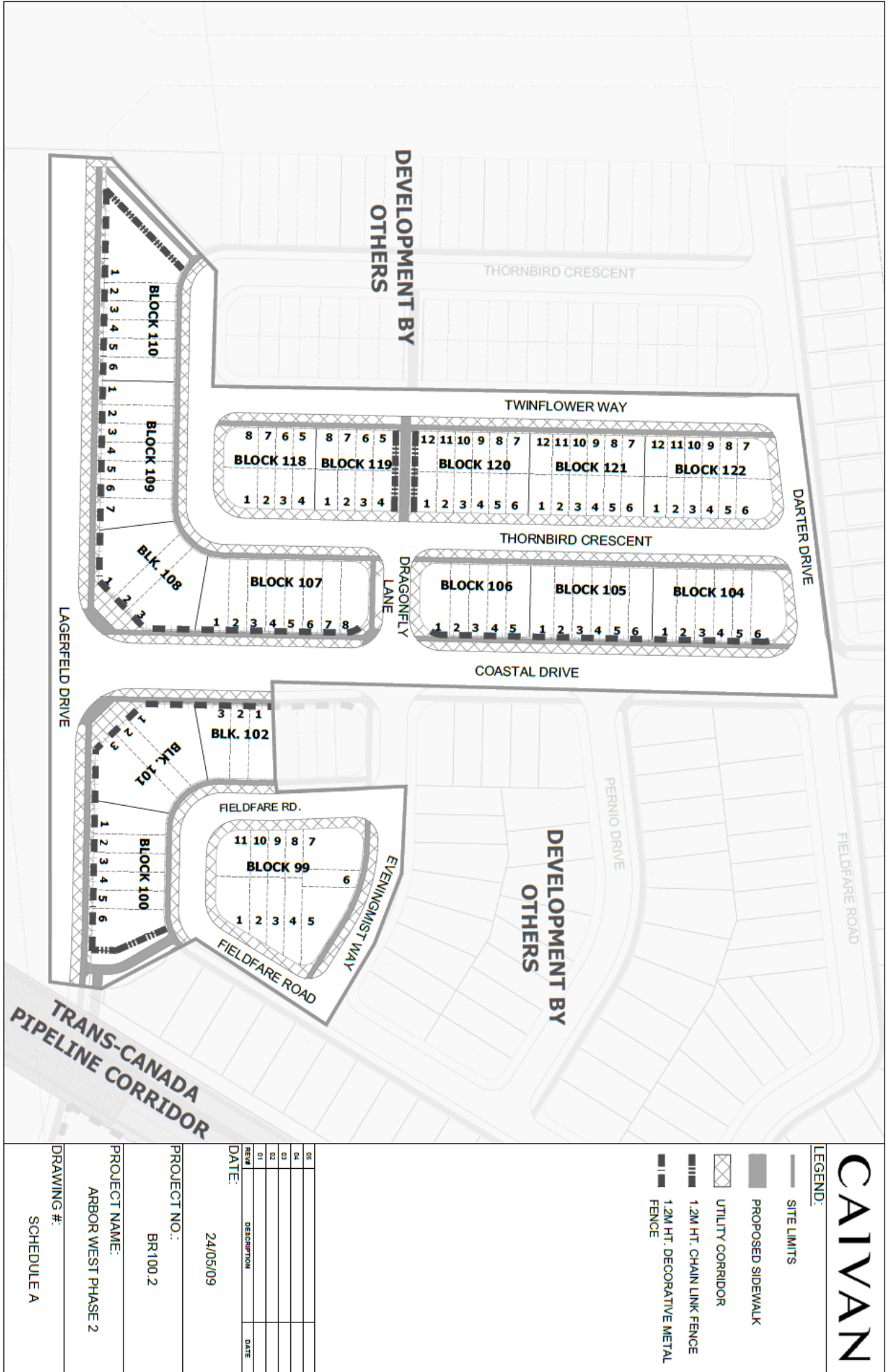
Telephone: 416-777-7478

Attention: Leonard Gangbar



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## SCHEDULE A – SITE PLAN



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## SCHEDULE C - SPECIFICATIONS Townhomes - Arbor West Phase 2

### EXTERIOR FEATURES

1. Architectural laminated shingles with limited lifetime manufacturer's warranty.
2. Exterior coach lantern style or wall sconce light(s) (as per plan).
3. Glazed panel above front entry door or sidelight as shown per elevation (as per plan).
4. Ice and water shield membrane in valleys and at eave overhang except at roofs with unheated space below.
5. Insulated front entry door, with exterior vinyl clad frame and interior wood jamb with transom (as per plan).
6. Exterior columns, trims, posts and railings in vinyl, PVC, fiberglass, cementitious board, or aluminum as per Vendor's specifications.
7. House number plaque.
8. Exterior front door hardware with deadbolt in satin nickel.
9. Low-e Argon ENERGY STAR® rated vinyl casement windows to front, sides and rear elevations (excluding basement windows), caulked on exterior.
10. Low-e Argon, sliding patio or garden door (as per plan).
11. Precast concrete slab walkway and step to front door entry as per lot grade conditions.
12. One exterior water tap and exterior weatherproof electrical outlets with ground fault interrupter.
13. Vendor will place an Asphalt driveway (as per plan).
14. All operating windows and sliding patio doors are complete with screens.
15. All exteriors include a combination of some or all of ornamental trim, clay brick or stone veneer, pre-finished cladding, cementitious board and aluminum fascia, and pre-finished soffit as per elevation plan.
16. Entire lot sodded except paved areas (with exception of small side yards where aggregate stone will be installed).

### KITCHEN

1. Purchaser's choice of cabinets from Vendor's standard samples. Taller uppers included.
2. Purchaser's choice of granite countertops from Vendor's standard samples.
3. Purchaser's choice of cabinet hardware from Vendor's standard samples.
4. Undermount stainless steel double compartment sink with single lever pull-down spray faucet.
5. Stainless steel hood fan with exhaust fan vented to exterior.
6. Dedicated electrical outlets for refrigerator, stove, and dishwasher.
7. Colour coordinated kick plates to complement cabinets.
8. 33" refrigerator opening & 30" stove opening.
9. 24" dishwasher space provided in kitchen cabinets with rough-in wiring and drains.
10. USB receptacle at counter level.

### BATHS

1. Water resistant drywall to be installed to walls of tub/shower combinations and tub recesses.
2. Choice of included 8" x 10" ceramic wall tile from Vendor's standard samples for tub/shower enclosure walls and shower stalls. Glass shower enclosures or sliding glass doors with shower pan base for all shower stalls (as per plan).
3. Pot light in primary ensuite shower stall (as per plan).
4. Purchaser's choice of cabinets for vanity in main bath, ensuite and secondary ensuite (where applicable) and laminate countertops from Vendor's standard samples.
5. Colour coordinated kick plates to complement cabinets.
6. Wall mounted light fixture in all bathrooms and powder room.
7. Shower rod at tub/shower enclosures.
8. ENERGY STAR® rated exhaust fans vented to exterior in all bathrooms.
9. Privacy locks on all bathroom doors.
10. Cabinetry with drop-in sink and single lever faucet in all full bathrooms (as per plan).
11. Square pedestal or rectangular wall mount sink with single lever faucet in powder room (as per plan).
12. Mirrors in all baths.
13. Plumbing fixtures in chrome finish.
14. Water efficient toilets.
15. Pressure balance valves to all showers.
16. Hot and cold water shut off valves at all sinks.

### LAUNDRY

1. Finished laundry rooms to include base cabinetry with laminate countertop and drop-in sink, where applicable, as per plan. Where sinks are not included in laundry rooms, plastic laundry tub with hot and cold-water faucets to be located in basement, where applicable, as per plan.
2. Heavy duty electrical outlet for dryer & electrical outlet for washer.
3. Washer box for finished laundry room connections (as per plan).

### INTERIOR TRIM

1. Oak stairs with contemporary railing and square pickets, main floor, to second floor, and third floor (as per plan).
2. 6' 8" molded 2 panel flat top smooth interior passage doors (excluding all sliding closet doors and cold cellar doors as per plan).
3. Doors beneath sunken landing and bulkhead conditions due to mechanical and structure may have a reduced height.
4. 3 7/8" Colonial baseboard throughout, with shoe mold in all hard surface areas.
5. 2 3/4" Colonial casing trim on all swing doors (sliding closet doors excluded) and windows (excluding basement) throughout finished areas (as per plan).
6. Shelving (Melamine) in all closets.
7. Satin nickel finish interior door hardware.

### ELECTRICAL

1. Ground fault interrupter protection in all bathrooms and powder rooms.
2. All wiring in accordance with Electrical Safety Authority standards.
3. 100 Amp service on Arbor Towns II & 200 Amp on Advantage Towns with circuit breaker type panel.
4. Light fixtures throughout predetermined (as per plan). Dining room to have capped outlet.
5. Smoke/Carbon Monoxide Detectors as per OBC requirements.
6. Electronic door chime.

7. LED Bulbs throughout.
8. One data / telephone rough-in.
9. Seasonal duplex receptacle located in front porch soffit with interior switch on main floor.
10. Air resistant electrical boxes on exterior insulated walls and ceilings.
11. Decora style switches throughout.

### HEATING/INSULATION

1. High velocity dual zoned air distribution system.
2. 2 smart thermostats, location to be determined by Vendor.
3. Hot water heater (rental). Purchaser to execute agreement with designated supplier.
4. Homes are equipped with central air conditioning unit, Includes humidifier.
5. HRV (Heat Recovery Ventilator) accompanying furnace to provide fresh air and improve climate control.
6. Insulation in attic, walls, and basement which meets or exceeds OBC requirements.

### PAINTING

1. Interior walls to be painted with 2 coats of acrylic latex paint in standard builder colour options. Trim to be painted semi-gloss white. Ceiling to be painted flat white.
2. Smooth ceilings at kitchens, bathrooms, powder rooms, finished laundry rooms, vaulted ceilings and underside of drywall finished stairwells. All other rooms receive sprayed stipple ceiling with 4" smooth borders (closets only stippled without borders).

### FLOORING

1. Purchaser's choice of 13"x13" ceramic tile flooring from Vendor's standard samples in all wet areas including kitchens, laundry rooms, baths, mudroom, foyer, and powder rooms (as per plan).
2. Laminate flooring from Vendor's standard colour samples in main (ground) floor on all Arbor Towns II and second floor on all Advantage Towns (excluding kitchens, foyers, and bathrooms).
3. Purchaser's choice of 35oz carpet from Vendor's standard samples in all finished living spaces, all bedrooms, land hallways, includes chip-foam underpad (as per plan).
4. Engineered floor joist system designed to minimize squeaks and deflection, screwed, glued and joints sanded prior to finished flooring installation.
5. Concrete basement floor in all unfinished areas.
6. Unfinished stairs to basement.

### BASEMENTS

1. Approximately 8'6" ceiling (excluding bulkheads and dropped ceilings where required for mechanical and structural design).
2. Horizontal slider windows (as per plan).

### ADDITIONAL

1. Approximately 9'0" high ceiling on main floor and 8'0" on second & third floors for Arbor Towns II (excluding bulkheads, dropped and sloped ceilings where required for mechanical or structure), as per plan.
2. Approximately 9'0" high ceiling on main floor and 9'0" on second & 8'0" on third floors for all Advantage Towns (excluding bulkheads, dropped and sloped ceilings where required for mechanical or structure), as per plan.
3. Mortgage survey provided at no additional cost.
4. Driveway sloped for drainage.
5. Framed Structure: Wood frame construction with 2"x6" and 2"x4" walls.
6. All windows installed with expandable foam to minimize air leakage.
7. Poured concrete basement walls. With damp proofing and weeping tile, pre-formed drainage membrane to all exterior basement walls where applicable.
8. Poured concrete front porch.
9. Architecturally pre-determined siting and premium exterior finishes.
10. All drywall applied with screws, using a minimum number of nails.

### WARRANTY

1. Caivan warranty backed by Tarion.

The Dwelling erected or to be erected on the Property shall, subject to limitations imposed by design or construction, contain the features listed above. Variations from the Vendor's samples may occur in selected items including, without limitation, bricks, finishing materials, kitchen and vanity cabinets, floor and wall finishes due to variances in manufacturing, use of natural materials and scheduling. The Vendor does not, therefore, guarantee identical matching to showroom or model home samples. The Purchaser acknowledges that the Vendor's model homes, if any, have been decorated for public display purposes and may contain certain features, upgrade finishes and augmented services which may not be included in the basic model type. Due to grading conditions, risers and railing may be necessary at the front and rear entries.

<p><b>Water Heater Model:</b></p> <p>Tankless Navien 240A</p>	<p><b>Current Calendar Year Rental Rate:</b></p> <p>\$49.50 / mth</p>
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**1. Commitment.** “Our”, “us” “we” or “Enercare” means **Enercare Home and Commercial Services Limited Partnership**. Our commitment to you, our rental customer, (“you”, “your” or “customer”), is to provide you with a reliable, trouble-free water heater in accordance with this Residential Water Heater Rental Agreement (the “**Agreement**”). The water heater (“**Water Heater**”) you rent from us, as set out above, is backed by Enercare to the extent provided in this Agreement.

**2. Term.** The term of this Agreement commences on the date you agreed to this Agreement (which is the same as the date of your agreement of purchase and sale for the home). The term of the Water Heater rental ends if this Agreement is terminated by you or us in accordance with its terms (which, for greater certainty, includes you exercising your buyout option in accordance with the terms of this Agreement) or when the useful life of the Water Heater has ended. The useful life of the Water Heater ends when Enercare or its authorized service provider determines, having regard to the relevant factors, including without limitation, the age of the Water Heater and the cost of any repairs to be made to the Water Heater, that it is no longer commercially reasonable to repair the Water Heater. For greater certainty, you do not have any right to subsequently request a different water heater than the one you rent from us under this Agreement.

**3. Our Obligation to You.** Our obligation to you is to service and repair the Water Heater with no service charges or parts replacement charges **except** in the following circumstances:

- a) if you (or a third party not authorized by us) alter, modify, adjust, damage, service, repair, move or disconnect, the Water Heater;
- b) if service or repairs to the Water Heater are necessary because the Water Heater was used for an unintended or unauthorized purpose, including non-residential purposes;
- c) unless you are paying our hard water rental rate, if the Water Heater requires de-liming, flushing or other repair due to water conditions or the quality of the environment in which the Water Heater is situated. For greater certainty, Enercare determines hard water conditions. In such situations, we cover only diagnostic work;
- d) where venting, piping, wiring, plumbing, ducting and/or electric services requires cleaning, repair, replacement or installation, including to meet applicable laws or installation requirements;
- e) where re-setting is required due to FVIR “lock-out” as described below under “Customer Advisory”;
- f) if you fail to maintain the Water Heater in accordance with the requirements set out below under “Customer Obligations - Safety”;
- g) for service charges or parts replacement related to the use of load control devices, peak savings, load timers and all other energy saving devices; or
- h) if you fail to notify us as described below under “Customer Obligations - Duty to Maintain”.

Should you require assistance, our 24-hour per day, 7 days per week emergency phone number is **1-800-266-3939**. Should we update this phone number, the updated number can be found on the Enercare website at [www.enercare.ca](http://www.enercare.ca).

**4. Customer Obligations.** In return for fulfilling our obligations to you, you agree that:

**a) Rental Charges –** The rate on the date of this Agreement for your monthly rental charge is indicated above. You will be responsible for paying rental charges from the date the Water Heater is installed or, if you purchased the premises after the Water Heater was installed, from the closing date of the purchase. We may increase our rental rates on January 1 of each calendar year by a percentage up to the percentage increase to CPI plus 2%. For the purposes of this Agreement, “CPI” means the All-items Consumer Price Index (not seasonally adjusted) for Ontario or the equivalent thereof, or any comparable successor index thereof, published by Statistics Canada in October in respect of the immediately preceding September to September period, or by any other equivalent or duly authorized department of the Government of Canada (for clarity, the Consumer Price Index in Canada is expressed in terms of 2002 = 100). We will notify you of any such rental rate increases in advance in bill inserts, by letter or by any method permitted by law.

**b) Payment of Charges –** You will pay your charges billed under this Agreement when due. You agree to pay HST and any other taxes payable in connection with this Agreement. Your charges may be included on your utility bill, or we may choose to bill you separately or through our service provider. Acceptable methods of payment, which currently include pre-authorized payment, payment by cheque, by telephone or in person, or online banking, will be set out on the bill you receive. Should any payment be returned for non-sufficient funds (“NSF”), you agree to pay a NSF charge of \$25. A late payment charge will apply to all overdue amounts on your bill, including applicable federal and provincial taxes. The rate for late payment charges is 1.5% per month or 18% per year (for an effective rate of 19.56% per year). Your bill is due on the date indicated on the bill.

**Late Payment Charges on your Enbridge Gas Distribution (“EGD”) Bill** (applicable only if your charges are included on your EGD bill) – A late payment charge will apply to all overdue amounts on your EGD bill, including applicable federal and provincial taxes. The late payment charge will be calculated and applied as approved by the Ontario Energy Board (“OEB”). The current OEB-approved late payment rate is 1.5% per month or 18% per year (for an effective rate of 19.56% per year). Your EGD bill is due when you receive it, which is considered to be three days after the bill date. If you do not pay your bill in full by the late payment effective date on the first page of your EGD bill, a late payment charge equal to the late payment rate multiplied by a total of all unpaid charges will be added to your EGD bill.

**c) Access –** You will provide us with timely access to the Water Heater whenever required by us to perform our obligations or exercise our rights under this Agreement.

**d) Safety –** You will use the Water Heater safely and responsibly. In particular, you will:

- i) maintain effective operation of any plumbing and pumping systems supplying water to the Water Heater;
- ii) ensure that no combustible, hazardous or flammable materials are used or stored in the same room as, or near, the Water Heater;
- iii) ensure that the Water Heater is not confined in a location where it is difficult to service or remove or where there is inadequate ventilation;
- iv) provide us with access to the Water Heater whenever reasonably required for purposes of inspection, repair, maintenance or removal;
- v) inspect the area around the Water Heater on a regular basis for any sign of water leakage;
- vi) contact us for service if you see any sign of carbon or rust on the bottom or sides of the Water Heater or any signs of water leakage;
- vii) ensure that the Water Heater is located in an area with sufficient drainage in the vicinity, and that the drainage is open, unrestricted and effective;
- viii) if the Water Heater is gas-fired, ensure that the vents and openings for combustion air are kept clear and clean and otherwise well-maintained and there is adequate ventilation; and
- ix) not permit anyone who has not been authorized by us to service, repair, modify, alter, adjust, move or disconnect the Water Heater.

**e) Duty to Maintain –** If the Water Heater is gas-fired, you are required, as the user of the Water Heater, under law to ensure that it is maintained in a safe operating condition [*Ontario regulation 212/01 Section 15*]. In the event that a service or repair is required please call **1-800-266-3939**.

**f) Ownership, Credit and Security Interest.** You agree that:

- i) if more than one customer is named on the account, each of you is individually liable, and all of you are collectively liable, for all obligations imposed on you by this Agreement;
- ii) during the term of this Agreement, the Water Heater remains our property, does not become a fixture, and you will not tamper with any tag(s) or sticker(s) identifying the Water Heater as rented equipment or that it is owned by us;
- iii) we may inquire about your credit history and, if necessary, use the personal information you have provided to us to do so. For greater certainty, you authorize any credit reporting agency to give us credit or other personal information about you from time to time during the term of this Agreement. You can withdraw this authorization at any time. If you do or we are not satisfied with the results of any credit check, we may end this Agreement and the provisions of “Termination - Termination by Us” will apply;
- iv) you will promptly inform us of any change in your: (i) mailing address at least 30 days in advance of such change; and/or (ii) if previously provided, bank account or credit card information promptly after such change is made;
- v) this Agreement is binding upon and will enure to your heirs, personal representatives, successors and permitted assigns; and
- vi) we may register, at your expense, our interest in the Water Heater against you and/or against title to the premises. To the extent permitted by law, you agree to waive any right to receive a copy of such registration and appoint us as your lawful attorney for the purpose of doing any such registrations. You agree that the Water Heater will remain personal property even though it may become affixed to the premises. You agree to keep the Water Heater free of all liens, security interests, mortgages and other claims.

**5. Sale of your Home –** If you sell or otherwise transfer the premises, you are required to inform the transferee, at or before the effective date of the sale or transfer, of the existence of this Agreement and the rental Water Heater installed in the premises. We will permit the transferee to assume your rights and obligations under this Agreement, effective from the date of sale or transfer; provided that:

- a) you or your representative notify the transferee in the sale or transfer agreement that the Water Heater is rented and is subject to this Agreement;
- b) you or your representative advise us in advance of the transferee’s name and the intended date of sale or transfer;

- c) you or your representative advise us in advance of the address and telephone number where you can be contacted after the date of sale or transfer;
- d) the transferee agrees in writing or by conduct to assume your obligations under this Agreement; and
- e) you have paid us all amounts owing under this Agreement.

Unless and until these conditions are satisfied, or unless Enercare otherwise waives any or all of these conditions, which we are under no obligation to do, you will remain responsible for the Water Heater rental and your obligations under this Agreement, including making all rental payments. You hereby authorize us to respond to information requests relating to your account made by or on behalf of the transferee.

**6. Customer Advisory.** The Water Heater may be equipped with flammable vapour ignition resistant ("FVIR") technology. Enercare encourages you to read the Water Heater Use & Care Manual provided to you upon or after installation of the Water Heater. Certain activities such as, without limitation, painting or using solvents could cause the FVIR technology to "lockout" the Water Heater causing it to no longer function until reset by a qualified service technician. Resetting the Water Heater caused by FVIR "lockout" is not covered by Enercare under this Agreement and, if applicable, you will be charged for both parts and labour at our then current rates.

#### **7. Warranties and Liability.**

**a) Warranties** – We make no representations, warranties or conditions as to the performance of the Water Heater except for those which are given by statute and which you cannot waive and except any express warranties provided by the manufacturer of the Water Heater, except as provided below. Subject to you carrying-out your obligations under this Agreement (including those under "Customer Obligations") and subject to the limitations set out under "Liability", we hereby warrant that the Water Heater will work and provide hot water, and will not leak or rupture, for the term of this Agreement, reasonable wear and tear excepted. We are not the manufacturer of the Water Heater and we are not making any warranty or guarantee in respect of it, the supplier or the manufacturer of the Water Heater, including whether the Water Heater is suitable for you, except as provided above. Any warranties or guarantees provided under applicable legislation are hereby excluded to the extent permitted by law.

**b) Liability** – Except as otherwise expressly provided in this Agreement, we will not be liable for any loss, damage or injury of any type (including as a result of water leakage or any electrical or natural gas related events) arising out of or related to this Agreement or caused or contributed to in any way by the supply, installation, use and/or operation of the Water Heater. We shall not be responsible for any indirect, incidental, special or consequential damages, even if reasonably foreseeable. If we are unable to perform any of our obligations under this Agreement because of circumstances or events beyond our control, we shall be excused from the performance of such obligations for the duration of such circumstances or events and we shall not be liable to you for such failure to perform.

**c) Indemnity** – You will indemnify us from all claims, losses and costs that we may suffer or pay or may be required to pay, including legal expenses, in connection with this Agreement, including its termination or enforcement, or the supply, use and/or operation of the Water Heater including any claims against us for any injury or death to individuals or damage to property, including from your negligence or misuse of the Water Heater. This obligation survives the termination of this Agreement for any reason.

**d) Insurance** – During the term of this Agreement, you are responsible for any loss or damage to the Water Heater from any cause, whether or not insured, until all of your obligations under this Agreement have been fulfilled.

**8. Personal Information About You.** You authorize us to collect and use personal information about you. You authorize us to collect the personal information provided by you and to review information about your Enercare bill payments or, if you are billed by your gas utility, you authorize your gas utility (including EGD) to provide us with any charges and payment information. Other than to our authorized service providers and parties that will provide us with credit information, we will not knowingly share this information with third parties without your permission, other than a party to whom we transfer, assign, encumber or otherwise dispose of this Agreement or the Water Heater.

Your privacy is important to us. As a current customer, we are committed to offering you more value in the future. Every once in a while we, an affiliate or an authorized service provider, may mail or call you about our other products and services that may be of interest to you. If you do not want us, an affiliate or an authorized service provider, to contact you about such products and services or if you would simply like more information about how we use personal information, please contact us using the information set out in the section "How to Contact Us" located at the end of this Agreement. Our privacy policy can be found on our website.

#### **9. Termination**

**Termination by Us** – If you fail to meet any of your obligations (including payment obligations) set out in this Agreement, you agree that we may terminate this Agreement and bill you for the applicable buyout price and on the other terms set out below under "Termination – Termination by You". You agree to pay the buyout price when invoiced by us.

**Termination by You** – Your sole method of terminating this Agreement prior to the end of the useful life of the Water Heater is to purchase the Water Heater. You may purchase the Water Heater at any time for a buyout price that reflects, among other things, the unpaid cost of the Water Heater and related installation, finance and servicing costs, which buyout price can be found on our website. You can also confirm the buyout price by calling an Enercare Rental Specialist at **1-877-334-1846**. You may exercise your buyout option by notifying us in writing or by calling an Enercare Rental Specialist at **1-877-334-1846**.

When you exercise your buyout option, you accept the Water Heater in an "as-is" condition, subject to the balance of any transferable manufacturer's warranty, and you assume full responsibility for the Water Heater and its repair and maintenance. You also agree to pay the buyout price when invoiced by us.

Once payment has been received for the buyout price, and no other amounts are outstanding pursuant to this Agreement, this Agreement will end for the Water Heater and, as set out more particularly below in the section called "End of this Agreement", you will have no further obligation to pay rent and we will have no further obligation to you.

**10. End of this Agreement.** At the end of this Agreement (for whatever reason):

**a) Rent** – you are not obligated to rent and we are not obligated to supply replacement equipment (including a water heater), unless we mutually agree at the time and enter into a new water heater rental agreement.

**b) Replacement** – Enercare is not responsible for replacing the Water Heater or re-connecting any ancillary or other equipment including without limitation venting, piping, plumbing, wiring, ducting, and/or electrical services.

**c) Removal and Disposal** – if the Water Heater has reached the end of its useful life and we are not installing a replacement Water Heater, you shall at such time own the Water Heater, and if you wish for us to disconnect and/or dispose of the Water Heater, you must contact us by calling 1-877-334-1846 to make such arrangements. We will charge you in accordance with our then current fee schedules for removals or disposals.

**d) No Further Obligations** – you will have no further obligation to pay rent (other than rent owing prior to the end of this Agreement) and, subject to any statutorily mandated requirements, we will have no further obligations of any kind or manner to you.

**11. Assignments.** We may transfer, assign, encumber or otherwise dispose of all or any part of our interest in this Agreement and/or the Water Heater to another party at any time without notice to you and without your permission. To the extent permitted by law, you will not assert against any transferee any claims, defences, set-offs, deductions or counter-claims which you may now or in the future be entitled to assert against us. Except as otherwise provided in this Agreement, you may not transfer, assign or encumber all or part of your interest in this Agreement or the Water Heater without our prior written consent (see the section called "Sale of your Home").

**12. Invalidity of Provision.** If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, such provision shall be severed and the remainder of this Agreement shall continue to remain in full force and effect subject to such modifications as may be necessary to carry out the provisions and intent of this Agreement.

**13. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and federal laws of Canada applicable therein.

**14. Entire Agreement and Amendments.** You understand that this Agreement is the entire agreement between you and us and supercedes all prior agreements, understandings or discussions, whether oral or written, and there are no warranties, representations or other agreements except as specifically set out in this Agreement. This Agreement may be amended from time to time by us by notice in bill inserts, by letter or by any method permitted by law in which case you will have the option to not accept such amendment and retain this Agreement unchanged.

**15. How to Contact Us.** You may contact us as follows:

Enercare Home Services  
80 Allstate Parkway  
Markham, Ontario L3R 6H3  
Attention: "Rental Group"  
**1-800-266-3939**

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## Statement of Critical Dates Delayed Closing Warranty

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

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

**VENDOR** Caivan (Heritage Heights) Inc.

**PURCHASER** Full Names(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:

April 23, 2026

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:

August 21, 2026

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:

December 21, 2026

*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:

August 23, 2027

### 2. Notice Period for a Closing Delay

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

January 23, 2026

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

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

May 22, 2026

(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 Purchase 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:

September 22, 2027

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

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

Caivan (Heritage Heights) Inc.  
Full Name(s)

B62261  
HCRA License Number

(289)430-0627  
Phone

gtasales@caivan.com  
Email

209 Oak Park Blvd Unit 6  
Address

Oakville  
City

Ontario  
Province

L6H 7S8  
Postal Code

### PURCHASER

\_\_\_\_\_  
Phone

\_\_\_\_\_  
City

\_\_\_\_\_  
Province

\_\_\_\_\_  
Postal Code

### PROPERTY DESCRIPTION

\_\_\_\_\_  
Municipal Address

\_\_\_\_\_  
City

\_\_\_\_\_  
Province

\_\_\_\_\_  
Postal Code

Plan of Subdivision of Part of Lot 12, Concession 5, West of Hurontario Street (Geographic Township of Chinguacousy), City of Brampton, Regional Municipality of Peel  
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. true  
If yes, the plan of subdivision is registered. false  
If the plan of subdivision is not registered, approval of the draft plan of subdivision has been given. true
- (b) The Vendor has received confirmation from the relevant government authorities that there is sufficient: true  
(i) water capacity and (ii) sewage capacity to service the Property.  
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. No, unless the construction start date in (d) was before the date of this agreement.
- (d) Commencement of Construction: has occurred/is expected to occur by August 1, 2025  
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.**

# Freehold Form (Tentative Closing Date)

## SETTING AND CHANGING CRITICAL DATES

### 1. Setting Tentative Closing Dates and the Firm Closing Date

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

### 2. Changing the Firm Closing Date - Three Ways

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

### 3. Changing the Firm Closing Date - By Setting a Delayed Closing Date

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

### 4. Changing Critical Dates - By Mutual Agreement

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

# Freehold Form (Tentative Closing Date)

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.
- (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 .

#### 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 .

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

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

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



# Freehold Form (Tentative Closing Date)

## MAKING A COMPENSATION CLAIM

### 7. Delayed Closing Compensation

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

### 8. Adjustments to Purchase Price

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

## MISCELLANEOUS

### 9. Ontario Building Code – Conditions of Closing

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

# Freehold Form (Tentative Closing Date)

(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.

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(Tentative Closing Date)

**15. Disputes Regarding Termination**

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

**For more information please visit [www.tarion.com](http://www.tarion.com)**

**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 minorvariance);
  - (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.	Section 11 (l)	Payment by the Purchaser to the Vendor relating to any change requested by the Purchaser relating to the form of funds transfer, such as a change from cheque to wire transfer, replacement of deposit cheque or any similar request to be requested.	\$75.00 per occurrence
2.	Section 11 (m)	If the Purchaser requests any amendment(s) to the Agreement (including, without limiting the generality of the foregoing, adding/deleting a Purchaser, requesting a change in any permitted right of colour or material selection, making a late colour or material selection, a change in the Closing Date, a request to extend the Closing Date, or a change to the deposit structure or deposit due date) the Purchaser shall pay to the Vendor an administration fee together with a legal fee.	An administration fee of \$750.00, together with a legal fee of \$350.00 per occurrence if the request is made prior to the date which is 30 days prior to the Closing Date, and an administration fee of \$1000.00, and a legal fee of \$350.00 per occurrence for any change or request which is made 30 days or less prior to the Closing Date.
3.	Section 11 (e)	An administration charge to the Vendor's solicitor and/or the Vendor (as determined by the Payee on the cheque) for each cheque that is submitted or delivered by or on behalf of the Purchaser for payment of any portion of the Purchase Price and/or for any extras or upgrades so ordered, or for any portion of the occupancy fees so payable, which is not honoured for any reason by the Purchaser's or drawer's bank.	\$250.00 per cheque
4.	Section 11 (f)	The charge imposed upon the Vendor or the Vendor's Solicitors by the Law Society of Upper Canada upon registration of a Transfer/Deed of Land or any other instrument.	\$65.00
5.	Section 11 (h)	The Transfer will be prepared by the solicitor for the Vendor at the expense of the Purchaser to the Vendor's solicitors on the Closing Date.	\$250.00
6.	Section 11 (n)	If the Purchaser fails to select or reselect optional upgrades/colours within the timeline required by the Vendor (but without any obligation on the part of the Vendor to honour any such selections following the Purchaser's failure to select or reselect) or, in the event that the Purchaser misses a decor appointment or cancels a decor appointment, the Purchaser shall pay an adjustment fee in favour of the Vendor on the Closing Date without any obligation on the part of the Vendor to reschedule or follow any decor selections following the missed or canceled appointments.	\$500 per occurrence, plus all applicable taxes.
7.	Section 49(b)	The Purchaser shall be obliged to retain a lawyer who is in good standing with the Law Society of Upper Canada and who, if declines to become a registered user of the Electronic Closing System or is otherwise unable or unwilling to access and/or utilize the Electronic Closing System to facilitate both the interim occupancy closing and the final closing of this transaction, in which case, the Purchaser acknowledges that the Vendor's Solicitors shall then be required to employ additional non-electronic systems and procedures in order to communicate with the Purchaser's Solicitor in completing this transaction, and the Purchaser shall correspondingly be obliged <b>to pay to the Vendor's Solicitors (or correspondingly reimburse the Vendor on Closing for)</b> , as a fixed, non-refundable fee and is not reimbursement to a third party, <b>all additional legal fees and ancillary disbursements which may be incurred by the Vendor or charged by the Vendor's Solicitors in order to implement such additional non-electronic systems and procedures</b> (with the Vendor's Solicitors' legal fees for implementing same, and with such fees being subject to increase, from time to time, without any requirement or obligation to notify the Purchaser of same prior to closing). <b>The Purchaser's failure to remit a certified cheque for such fees (made payable to the Vendor's Solicitors) on the interim closing or final closing of this transaction (as the case may be) shall automatically entitle the Vendor and the Vendor's Solicitors to refuse to complete this transaction and to refrain from providing occupancy of the Unit to the Purchaser and/or to refrain from electronically releasing the deed/transfer of title to the Property to the Purchaser's Solicitors.</b>	A minimum of \$500.00 for each interim and/or final closing package

**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, and, where applicable, plus HST.

No.	Reference in Purchase Agreement	Description
1.	Section 3(a)	Notwithstanding anything to the contrary in this Agreement, the Purchaser hereby irrevocably assigns to the Vendor the Purchaser's right, interest and benefit (now or in the future) of the HST New Housing Rebate
2.	Section 3(c)	If for any reason the Purchaser does not qualify for the HST New Housing Rebate, then the Purchaser shall be fully responsible and shall forthwith pay to the Vendor, in addition to the outstanding balance of the Purchase Price, the amount of such rebate plus interest at the Toronto-Dominion Bank's prime rate of interest per annum, plus two per cent calculated from the Closing Date plus any fees, penalties or damages which may be imposed on the Vendor by the applicable taxing authority;
3.	Section 3(d)	If any change to the amount of the HST or the amount of the HST New Housing Rebate comes into force as at the date when HST becomes payable on the Property, the effect of which is to increase the amount of HST payable or to decrease the amount of the HST New Housing Rebate, then the Purchaser shall be fully responsible and shall forthwith pay to the Vendor, in addition to the outstanding balance of the Purchase Price, the amount of such difference.
4.	Section 4	The Purchaser acknowledges and agrees that the water heater to be installed in the home will be a rental unit, rented by the Purchaser from a Hot Water Rental provider pursuant to a rental contract and the Purchaser shall assume, on the earlier of occupancy or Closing, any applicable rental contract and/or as the Vendor may require in its Discretion, execute any rental contract with the hot water rental provider.
5.	Section 5(b)	Any extra or custom work or items or colours specifically ordered or chosen by the Purchaser and agreed to be performed by the Vendor will be paid for in such manner as is required by the Vendor at time of selection by the Purchaser at the time of signing a request for change for the said work in any payment manner as required by the Vendor (also known as an <b>"Agreement for Options and Extras"</b> ) prior to the performance of the work or at such other time as the Vendor may determine.  In the event that, for any reason whatsoever, this transaction of purchase and sale is not closed, and payment has not yet been made by the Purchaser, the Purchaser will be liable for payment of any work performed under the terms of this paragraph and all monies paid by the Purchaser to the Vendor pursuant to this paragraph shall be retained by the Vendor. Further, the Purchaser agrees, if the transaction does not close and the Vendor deems it necessary to return to the Vendor's standard colour or item any extra or custom work or items or colours specifically ordered or chosen by the Purchaser and performed by the Vendor, the Purchaser will pay to the Vendor on demand, the cost of returning the said extras, custom work, items or colours to the Vendor's standard;
6.	Section 9(b)	In the event the Purchaser does not notify the Vendor's solicitor within ten (10) days after acceptance of this Agreement or twenty (20) days prior to the Closing Date, whichever shall be the earlier, as to the manner in which the Purchaser will be taking title as well as the Purchaser's birth date, the Transfer shall be prepared as the Purchaser is described on the first page of this Agreement and if there shall be more than one (1) Purchaser, they will be described as being joint tenants. In the event that the Purchaser desires to modify the title direction, with the Vendor's consent to be granted or withheld in its Discretion, subsequent to this date, the Purchaser shall pay, on the Closing Date, as a credit to the Vendor for its administration fee and the Vendor's solicitors for additional legal fees.
7.	Section 11(a)	Changes (extras, upgrades or modifications) purchased to be shown as an addition to the purchase price in accordance with the requirements of the Ministry of Finance for the purposes of the Land Transfer Tax calculation, and a credit to the Purchaser for the amount paid
8.	Section 11(b)	The enrolment fee paid by or on behalf of the Vendor for the Dwelling under the Tarion warranty program plus applicable taxes, and the regulatory oversight and licensing fee or additional fees or imposts for the Dwelling charged by the Home Construction Regulatory Authority (HCRA) established under the New Home Construction Licensing Act, 2017, as amended from time to time, plus applicable taxes
9.	Section 11(c)	<b>Realty Taxes shall be adjusted on the Closing Date if the property has been separately assessed (including any supplementary assessments). In the event that the Property has not been separately assessed, the Purchaser shall assume sole responsibility for the supplementary assessment as of the Occupancy Date, and no adjustment for the building value of the Realty Taxes will be made. Realty taxes will then be re-adjusted based upon the vacant land tax only. Vacant land property taxes including local improvements shall be adjusted as assessed, or as estimated by the Vendor, and fully paid by the Vendor, notwithstanding that same may not have been levied, assessed and/or paid by the Closing Date.</b>

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(Tentative Closing Date)

No.	Reference in Purchase Agreement	Description
10.	Section 11 (d)	<b>The Purchaser shall pay and/or reimburse the Vendor on the Closing Date, the amount of any levy, charge, development charge, education development charge, park levy, any charge in connection with Section 42 and/or Section 51 of the <i>Planning Act</i>, each as same may be amended, by-law, community benefit charge and any charges pursuant to any Section 37 agreement, as same may be amended (collectively, the "Levies") together with any increase in the Levies or any new levy or charge which may be added by any authority subsequent to the date of this Agreement. A letter from the Vendor's designated consultant certifying the said charges and costs shall be final and binding on the Purchaser.</b>
11.	Section 11 (g)	The Purchaser shall pay the Vendor's solicitors legal fees for the costs incurred, or to be incurred, in obtaining and preparing partial discharge of any mortgages, charges, debentures or trust deeds not intended to be assumed by the Purchaser.
12.	Section 11 (i)	The Purchaser shall pay, and/or reimburse, the Vendor on the Closing Date by certified cheque, for the costs incurred by the Vendor in connection with the installation of gas, water and hydro meters;
13.	Section 11 (j)	The Purchaser shall pay, and/or reimburse the Vendor on the Closing Date by certified cheque, for the costs incurred by the Vendor in connection with installation of landscaping, shrubs and trees required by the municipality.
14.	Section 11 (k)	The Purchaser shall pay, and/or reimburse the Vendor on the Closing Date by certified cheque, for the costs incurred by the Vendor in connection with the paving of the driveway, which will be done by the Vendor according to its schedule, but in any case prior to final assumption of all services by the municipality.
15.	Section 19(a)	In the event that the Purchaser breaches any such covenant contained in this paragraph, the Purchaser shall pay all damages, costs and expenses incurred or suffered by the Vendor as a result of such breach, including all damages, costs and expenses resulting from a failure by the Vendor to obtain any mortgage advances in respect of any mortgage registered against title to the Property and the Vendor shall be entitled to terminate this Agreement and retain any and all deposits, in addition to all other rights and remedies accruing to the Vendor in law and in equity.

## Warranty Information for New Freehold Homes

This information sheet provides a basic overview of the warranties and protections that come with your new home. This warranty is provided to you **by your builder** and backed by Tarion.

For more detailed information, visit [tarion.com](https://www.tarion.com) and log into our online learning hub at <https://www.tarion.com/homeowners/homeowner-resources-hub>

### The Pre-Delivery Inspection (PDI)

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

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

### Deposit Protection

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



price is over \$600,000. This protection includes the money you put down towards upgrades and other extras.

### **Delayed Closing Coverage**

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

### **Warranty Coverage**

The warranty on work and materials commences on your occupancy date and provides up to a maximum of \$400,000 in coverage. There are limitations on scope and duration as follows. Your builder warrants that your home will, on delivery, have these warranties:

#### **One-Year Warranty**

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

#### **Two-Year Warranty**

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

#### **Seven-Year Warranty**

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

## Warranty Exclusions

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

## Construction Performance Guidelines

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

## Important Next Steps

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

## About Tarion

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

Contact us at **1-877-982-7466** or [customerservice@tarion.com](mailto:customerservice@tarion.com)