



AGREEMENT OF PURCHASE AND SALE
(HALLETT BRONTE GREEN LOTS, OAKVILLE)

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

Purchaser: _____ DOB: _____
Vendor: Hallett Bronte Green Corporation
Real Estate Broker: _____ Site Staff: _____
Lot No: _____ Plan No: _____
Street: _____
in the Town of Oakville
Model Type: _____
Model Description: _____
Purchase Price: _____ \$
Deposit: _____ \$
Further Deposit Due: _____ \$
Further Deposit Due: _____ \$
Balance Due on Closing (subject to adjustment) : _____ \$

The Following schedules and addendum, if attached, shall constitute and form part of this Agreement, namely Schedules:

- Schedule "AD" - Purchasers Agency Disclosure
Schedule "E" - Extras
Schedule "F" - Restrictions, Warnings Etc. Pursuant to Subdivision Agreement
Schedule "G" - Finishes, Upgrades & Additional Extras
Schedule "H" - House Plans
Schedule "I" - Specifications and Inclusions
Schedule "HBIM" - Home Buyers Information Map
Schedule "L" - Site Plan
Schedule "X" - Agreement Clauses

TARION Warranty Corporation's Statement of Critical Dates and 'Addendum to Agreement of Purchase and Sale', together with the appendices and/or schedules to the Addendum outlining permitted Early Termination Conditions and Adjustments.

Date of Offer: _____
Irrevocable Date: _____
First Tentative Closing Date: _____
(subject to Tarion Addendum)
Purchaser's Address: _____

SIGNED, SEALED AND DELIVERED in the Presence of

Witness _____ Purchaser _____

Purchaser's Solicitor: Complete Solicitor Information to be, provided within 30 days of execution.

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

ACCEPTED this _____ day of _____ 20____.

Vendor's Solicitors: Agro Zaffiro LLP
21 King Street West, 11th Floor
Att: David A. Elliot, B.A., LL.B.
Hamilton, Ontario L8P 4W7
Tel. (905) 527-6877 Fax. (905) 527-6169
E-mail: delliot@agrozaaffiro.com

Hallett Bronte Green Corporation

Per: Authorized Signing Officer

Lot No.: _____ Plan No.: _____ Vendor: Hallett Bronte Green Corporation

Schedule "AD"

PURCHASER'S AGENCY DISCLOSURE ACKNOWLEDGEMENT

SPECTRUM REALTY SERVICES INC.

The Purchaser(s) herein acknowledge SPECTRUM REALTY SERVICES INC. has an agency relationship with the Vendor: Hallett Bronte Green Corporation and will be compensated through the Vendor. This compensation is usually called commission and usually takes the form of a fee of payment from the Vendor of the real property upon successful completion of the real estate transaction.

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

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

As Purchaser, I/we confirm and acknowledge being advised that, and consent to the fact that SPECTRUM REALTY SERVICES INC. acts as agent only for the Vendor and it will be compensated only by the Vendor.

Initials: _____

Lot No.: Plan No.:

Vendor: Hallett Bronte Green Corporation

SCHEDULE "E"
EXTRAS
Hallett Bronte Green Corporation

Vendor: Hallett Bronte Green Corporation <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/>	Purchaser(s): Telephone Number: _____
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Lot Number	House Type	Date of Offer
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DESCRIPTION

<ul style="list-style-type: none"> • EXTERIOR BRICK PACKAGE TO BE _____. <p style="text-align: center; margin-top: 20px;">The above extras have been included in the purchase price.</p>
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ADDITIONAL EXTRAS NOT INCLUDED IN THE PURCHASE PRICE

- 1). All extras are non-refundable and cannot be changed once this contract has been submitted to the Vendor.
- 2). All parties are in agreement to the prices and extras depicted in this contract.
- 3). The Vendor at any given time, without reason may declare this contract null and void. In doing so, all payments or partial payments will be returned in full to the Purchaser.
- 4). Additional Extras are subject to HST and Land Transfer Tax on closing.

Purchaser -

Vendor: Hallett Bronte Green Corporation

Lot No.: Plan No.:

Vendor: Hallett Bronte Green Corporation

Schedule "F"

Restrictions, Warnings, Etc. Pursuant to Subdivision Agreement

WARNING CLAUSES Warning Clauses to be inserted in all purchase and sale agreements

- a. "All mail will require retrieval from designated Canada Post Boxes which will be located throughout the development" (SC)
- b. "Purchasers are advised that private landscaping is not permitted to encroach within the Town's road allowance, Natural Heritage System, Stormwater Management Ponds or any other Town property. Any unauthorized encroachments are to be removed by the homeowner prior to Assumption" (SC)
- c. "Purchasers are advised that the Town current standards, which are subject to change, are intended to have an average of one tree for every 12 metres of frontage to be considered for planting in order to accommodate future tree growth. This means that not every house is intended to receive a tree, Purchasers are also advised that the ability to accommodate the planting of a street tree within the public road allowance will be influenced by housing form, development setbacks, utilities, driveway width and location. The Town reserves the right, in its sole discretion, to determine whether a street tree will be planted at any particular location within the subdivision, particularly on narrow building lots" (SC)
- d. "Purchasers are advised that there may be sidewalks and/or above ground utility facilities such as fire hydrants, hydro transformers, community mailboxes, cable/ telecommunication pedestals and on street parking restrictions located in front of their properties within the Town's road allowance or on easements" (SC)
- e. "Purchasers are advised that due to site specific sideyard setbacks and zoning restrictions, air conditioning units may not be able to be accommodated in the sideyard. Prior to proceeding to install an air conditioning unit the owner is to contact the Town of Oakville Zoning Section to confirm whether the unit can be accommodated"(SC)
- f. "Purchasers are advised that Catholic school accommodation may not be available for students residing in this area and that you are notified that students may be accommodated in temporary facilities and/or bussed to existing facilities outside the area. Further Halton Catholic District School Board will designate pick-up points for the children to meet the bus on roads presently in existence or other pick-up areas convenient to the Board" (SC)
- g. "Purchasers are advised that an overall grade control plan has been approved for this Lot and Plan of Subdivision and the approved plan may allow/provide for lot through lot drainage arrangements. The overall drainage arrangement for the lands (including the subject lot) must be maintained for the overall benefit of the area and as such, the approved lot drainage arrangement (see approved lot grading plan for this lot) shall not be altered without the review/approval of the Town of Oakville" (SC)
- h. "Purchasers are advised that an overall grade control plan has been approved for this Lot and Plan of Subdivision and the approved plan may allow/provide for lot through lot drainage arrangements. The overall drainage arrangement for the lands (including the subject lot) must be maintained for the overall benefit of the area and as such, the approved lot drainage arrangement (see approved lot grading plan for this lot) shall not be altered without the review/approval of the Town of Oakville" (SC)
- i. "Purchasers are advised that the schools on sites designated for the Halton District School Board in the community are not guaranteed. Attendance at schools in the area yet to be constructed is also not guaranteed. Pupils may be accommodated in temporary facilities and/or be directed to schools outside of the area; (SC)
- j. "Purchasers are advised that school buses will not enter a cul-de-sac and pick-up points will be generally located on through streets convenient to the Halton Student Transportation Services. Additional pick-up points will not be located within the subdivision until major construction activity has been completed."
- k. "Purchasers are advised that nearby park facilities will attract people from outside the area and parking on the street by park users may be a common occurrence. Subject to compliance with municipal parking regulations, this on-street parking is deemed to be a legitimate use of the public road allowance" (SC)
- l. "Purchaser of lots 1, 5, 6, 8, 9, 12, 13, 29, 30, 31, 34, 35, 38, 39, 42, 59, 61, 62, 63, 64, 65, 66, 67, 79, 80, 82, 83, 86, 87, 90, 91, 94, 95, 97, 100, 101, 104, 105, 115, 116, 117, 120, 121, 129, 130, 131, 135, 136, 140, 141, 144, 145, 148, 149, 152, 153, 156, 157, 171, 172, 173, 174, 176, 186, 189, 190, 201, 202, 203, 205, 206, 207, 208, 211, 212, 215, 216, 220, 221, 227, 228, 235 to 242, 245, 246, 248, 249, 260, 261, 262, 264, 265, 266, 267, 269, 270, 307, 308, 309, 310, 313, 314, 317, 318, 333, 334, 347 to 362, 365, 366, 367, 368, 371, 372, 407, 408, 409, 410, 411, 412, 413, 418, 419, 423, 424, 425, and part of Blocks 446, 463, and 469

are advised that their properties are subject to a municipal storm sewer drainage easement to accommodate rear lot catchbasins located on or adjacent to their lot or block"

- m. “Purchasers are advised that the Town may install lighting in the park for illumination and that the illumination may be visible from the subdivision” (SC)
- n. “Purchasers are advised that designated Transit Routes, service stops and/or shelters may be erected anywhere in the future. Purchasers are further advised that these Transit Routes will eventually connect to the future developments to the east and west of this subdivision”
- o. “Purchasers of lots or units in proximity to the proposed Park are advised that these open space areas will be used for general active and passive public recreation and leisure uses, including, but not limited to walkways, bike paths, playgrounds, trails, sports fields (lit or unlit), splash pad.” (SC)
- p. “Purchasers are advised that the park facilities may be used in the evenings and on weekends and that during peak periods, park visitors may park upon the street in front of their home” (SC)
- q. “Purchasers are advised that the installation of a private swimming pool is not permitted until the subject lot receives its necessary lot grading certification. This certification serves to confirm that the lot has been constructed according to the approved plans, including the approved lot grading plan”. Once the subject lot has been certified, owners wishing to construct a pool will be required to secure the necessary permits that allow for its installation which may include modifications to the lot grading.” (SC)
 “Purchasers are advised that overnight on-street parking on one side of the street may be available on the street in front of their home. The purchaser is advised to review the approved plan to determine which side of the street will accommodate on-street parking. Vehicles may be parked overnight on the street when a valid parking permit has been served for that vehicle. A permit does not entitle any owner to a particular space, nor does it entitle the vehicle to a space on the street, should all spaces be occupied by permit or otherwise.” (SC)
- r. “Purchasers and/or tenants of units in Lots 175,176,264,265,320,321,333,334,374,375,432,433 and blocks 453-457 are advised that they abut a Walkway Block, which will allow for public access. These walkways may be lit or unlit at certain times”
- s. “Purchasers adjacent to, or near channel blocks, and storm water management blocks are advised that these blocks have been vegetated to create a natural setting. Be advised that the Town will not carry out routine maintenance such as grass and weed cutting. Some maintenance may occur in the areas that are developed by the Town for public walkway and trails” (SC)
- t. “Purchasers are advised that the storm water management pond will contain a permanent pool of water. The pond is subject to fluctuating water levels due to rain events and is not to be used for recreational purposes. Purchasers are also advised that the Town reserves the right to install a public trail connection within this block” (SC)
- u. “Purchasers are advised that town-owned stormwater management ponds will be subject to scheduled maintenance and periodic cleanout in accordance with Town requirements”
- v. “Purchasers are advised that this plan of subdivision was developed with a defined amount of on-street parking and that in order to ensure the continuance of this parking provision, no driveway widening will be permitted beyond that approved at the time the lot was developed. Exceptions may be considered by the town where driveway widening would not result in a loss of on-street parking spaces.” (SC)
- w. “Purchasers and/or tenants of lots or units adjacent to or near the Neighbourhood Park or any other parkland and open space are advised that these parks, in whole or in part, may be vegetated to create a natural setting. Be advised that, in these areas, the Town may not carry out routine maintenance such as grass and weed cutting.”
- x. “Purchasers and/or tenants of lots or units adjacent to or near the Neighbourhood Park and servicing / walkway blocks are advised that these open space areas will be used for general active and passive public recreation and leisure uses, including but not limited to walkways (lit and unlit), bikeways, playgrounds, trails, sports field (lit or unlit), splash pad, skateboard park, tennis court, visitor parking, and/or multi-use courts. In addition to daytime use, park facilities may be used in the evenings and on weekends.”
- y. “Purchasers and /or tenants are advised that gates are not permitted to be installed along any boundary fence adjacent to any lands intended for a park, school or Natural Heritage System.
- z. “Purchasers and/or tenants are advised that the homeowner’s builder is responsible for the timing and coordination of rectifying lot grading matters which occur prior to assumption.”
- aa. “Purchasers and/or tenants are advised that home/business mail delivery will be from designated centralised mail boxes and that purchasers are to be notified by the developer/owner regarding the exact centralized mail box locations prior to the closing
- bb. “Purchasers are advised that Neighbourhood Parks may contain children’s play equipment that may generate noise or nuisance to those homebuyers who purchase adjacent to parks and open space. Neighbourhood Parks may also contain community mail boxes. Community Parks may also include the provisions for sports field lighting that may generate noise or nuisance to homebuyers who purchase adjacent to community parks.”
- cc. “Purchasers are advised that driveway entrance widenings or modifications will not be permitted where they impact on the availability of on-street parking space. Property Owners must take note of the

available parking space on their own private lot and purchase homes with knowledge that additional space for more personal / family vehicles may be limited or unavailable.”

- dd. “Purchasers of lots/units abutting, fronting and adjacent to the school site designated for the Halton District School Board are advised that temporary facilities / portables may be sited on the school site in order to accommodate pupils in excess of the school building capacity.”
- ee. “Purchasers are advised that Public roads are expected to accommodate pedestrians, cyclists and vehicles of all types. Temporary and/or permanent public parking along municipal roads except laneways adjacent to any property can be made available for on-street parking by the public and is not reserved for use by the property Owner. This will be most evident in close proximity to parks, schools, laneways and commercial or mixed use districts where visitors to these locations will be encouraged to park on-street in accordance with municipal requirements as on-site parking space will be minimal or non-existent.”
- ff. “Purchasers are advised that there is the potential for high water pressures within the subdivision”
- gg. “Purchasers are advised that winter maintenance and snow plowing from public streets and laneways will be done in accordance with the Council approved protocol and policies for snow removal” (SC)
- hh. Purchasers will give similar notices to their purchasers ad infinitum. No general release of any lot from the provisions of this agreement will release any Owner from the provisions of this section unless this section is specifically referred to in the release.

That the Owner agrees to place the following notification in all offers of purchase and sale for all lots and/or units and in the Town’s subdivision agreement to be registered on title:

- ii. “Purchasers of Lots 234-240,259, 346-373 are advised that their properties abut lands which may be developed in the future.”
- jj. “Purchasers are advised that blocks 474, 501,502,503 & 504 may become a school site in the future”
- kk. “Purchasers of lots 53,374,375 & 379 are advised they their property abuts an existing sanitary sewer easement”
- ll. “Purchasers are advised that the road network including Saw What Boulevard and Stag Hollow may be extended in the future to adjacent lands to permit future development
- mm. “Purchasers are advised that the road network including Charles Cornwall Avenue will be extended as a public road to Bronte Road in the future. Purchasers are advised that the road network including Merton Road will be extended as a public road to the extended Charles Cornwall Avenue in the future.
- nn. “Purchasers are advised that Bronte Road is intended to be widened to six lanes in the future by Halton Region.
- oo. Purchasers of blocks 455 & 456 are advised that a easement will be located on those blocks in favour of Oakville Hydro.
- pp. Purchasers of Lots 346-373, 443,234-240, 259 adjacent to the Deerfield Golf Course are advised of routine grounds maintenance and associated active operation of a golf course facility.
- qq. “Purchasers of lots 53-55,138-147,171-177,218,219,233,234,260,262-272,274,373,374 are advised that their property abuts an existing Hydro corridor”
- rr. Noise Warning Clauses:

All lots and blocks (Warning clause Type A)

“Purchasers/tenants are advised that sound levels due to increasing road and air traffic may occasionally interfere with some activities of the dwelling unit occupants, as the sound levels exceed the Town’s and the Ministry of the Environment’s noise criteria.”

“Purchasers/tenants are advised that sirens are alarm testing equipment due to Halton Regions Paramedic services Headquarters may be audible at times”

Air Conditioning Requirement

blocks 444,446-457, 470-473 (Warning clause Type B)

“This dwelling unit has been fitted with a forced air heating system and the ducting etc. was sized to accommodate central air conditioning. Installation of central air conditioning will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Town’s and the Ministry of the Environment’s noise criteria. (Note: The location and installation of the outdoor air conditioning device should be done to minimize the noise impacts and comply with the criteria of the MOE publication NPC-216, Residential air conditioning devices)

Block 473 & 458 (Warning clause Type C)

“This dwelling unit has been designed with the provision for adding central air conditioning at the occupant’s discretion. Installation of air conditioning by the occupant in low and medium density developments will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Town and the MOECC”

Lots 457,458,471,472,473 (Warning clause Type D)

“Purchasers are advised that due to the proximity of the future possible commercial facilities, sound levels from the facilities may at times be audible”

All lots and Blocks “Purchasers are advised that they may experience increased pedestrian and vehicular traffic associated with the Park and School. Traffic calming measures may be present on the streets in close proximity to those blocks.”

- 31(6) Where a sidewalk is required to be constructed along the side of a street upon which a lot fronts, the Owner will, until the sidewalk has been constructed for the length of the block in which the lot is located, include in every Agreement of purchase and sale of the lot, a plot plan showing the required sidewalk and a clause in the following words:

“The Purchaser acknowledges that the subdivision Agreement requires that a sidewalk be built on the side of the street on which this lot fronts and will not object to the construction of that sidewalk and this clause shall not merge in the closing of this transaction.”

This subsection of this Agreement and the preceding subsection shall run with the land to bind the Owner’s successors in title until the sidewalk has been constructed and will not be released by any certificate of compliance with this Agreement nor by any by-law purporting to assume the streets within the plan.

- (20) Purchasers are to be advised by way of a notice contained in all Agreements of purchase and sale for lots within the Plan that on certain lots, service trenches cross the driveway and settlement may occur. Purchasers are also to be advised that prior to paving, they should ensure that there is no further settlement taking place.
- (24) The Owner will post conspicuously the approved subdivision grading plan in any sales office at which lots within the plan are being sold from and will include as part of any purchase and sale Agreement for any lot within the plan a copy of the lot grading plan for the lot being purchased and the area adjacent thereto.

Initials: _____

Lot No.: Plan No.:

Vendor: Hallett Bronte Green Corporation

Schedule "G"

Finishes, Upgrades and Additional Extras

1. The Vendor has obtained the services of a professional in-house design specialist to assist the Purchaser with the selection of finishes and extras for the Dwelling. The design professionals shall schedule appointments with the Purchaser during business hours. In the event that the Purchaser cancels a design meeting upon less **than 48 hours' notice** to the design professional the Purchaser will be charged a **\$300.00 dollar rescheduling fee for such a cancellation**.

2. Any changes, variations or additions to the extras that are requested by the Purchaser after the expiry of the Selection Period shall be at risk of the Purchaser, and the Vendor does not provide any assurances or guarantees whatsoever that any such changes, variations or additions to the extras will be completed by the Vendor, or the Vendor may, at its sole discretion, disregard any request in respect of any extras or changes, variations or additions submitted after the expiry of the Selection Period. In the event that the Vendor is able to provide changes, variations or additions to the extras requested by the Purchaser after the expiry of the Selection Period, there shall be an **administration fee of \$150.00 dollar per each item and a restocking charge of 10% payable to the Vendor**. Notwithstanding anything herein to the contrary, in the event that the Vendor is unable to install or construct the extras or any part thereof as a result of any act or omission of the Purchaser or its agents, then the Purchaser shall not be entitled to any credit whatsoever on account of any extras not installed or constructed by the Vendor, nor shall the Purchaser be entitled in the return of any monies paid by him for or on account of the extras.

3. The Purchaser covenants and agrees to attend within seven (7) days of notification to make colour and other selections from the Vendor's standard samples, such selections to be noted on the Vendor's standard form and when completed shall constitute part of this Agreement (the "Colour Chart"). In the event that any item(s) on the Colour Chart including any extras or upgrades are unavailable or will not be available in a timely fashion (as determined by the Vendor in its sole discretion) the Purchaser shall be permitted to attend within 7 days of written notification from the Vendor to re-select an alternate, for the unavailable item(s) only. In the event that the Purchaser does not, or refuses to, select or reselect within the times noted herein such failure shall be deemed to be a Fundamental Breach of Contract (hereinafter this Agreement referred to as "FBOC") entitling the Vendor to terminate this Agreement and all monies paid by the Purchaser pursuant to this Agreement shall be forfeited to the Vendor in addition and Without prejudice to any other remedies available to the Vendor arising out of such default. If the Purchaser's failure to select or reselect in a timely manner results in or contributes to the delay of the Closing Date, as determined by the Vendor in its sole discretion, the Vendor may add as an adjustment on the Statement of Adjustments an amount equal to the compensation payable by the Vendor to the Purchaser under Tarion together with a charge of \$500.00 per day for each day that the Closing Date was delayed. The Vendor may charge an administrative fee of Three Hundred (\$300.00) Dollars plus HST for missed or cancelled appointments or for second re-booking or more of appointments to complete a Colour Chart, without 2 business days' notice such amount to be added as an adjustment on the Statement of Adjustments. In the event that the Purchaser requests any amendment to the Colour Chart after the date on which the Colour Chart is finalized and executed by Purchaser, the Purchaser agrees to pay all costs associated with such amendment plus an administration fee of eight hundred and fifty (\$850) Dollars each time the Colour Chart is modified at the request of the Purchaser. For greater certainty, the Purchaser acknowledges and agrees that the Vendor shall have no obligation to accommodate any requested amendment to the Colour Chart, which shall be in the Vendor's sole and absolute discretion.

4. The Purchaser specifically acknowledges that colour or shade variances sometimes occur in finishes due to manufacturing or ordinary variation within natural products. The Purchaser shall accept any such colour/shade any right of abatement of the Purchase Price and in full satisfaction of the Vendor's obligations herein. No changes shall be permitted for those selections which the Purchaser is entitled to make, without the prior written consent of the Vendor (which consent may be arbitrarily withheld), and in the event any item for which the Purchaser has a selection right has been previously installed or completed, then the Purchaser shall be deemed to have accepted the installed/completed item. Notwithstanding anything herein contained, non-installation of such selections by the Closing Date shall not entitle the Purchaser to extend the Closing Date or to an abatement in the Purchase Price.

5. All amounts paid for extras shall be non-refundable in the event that this transaction is not completed for any reason whatsoever save for the default of the Vendor or as required by the Ontario New Home Warranties Plan Act ("Tarion"). If any of the extras ordered by the Purchaser are not supplied, the Vendor shall refund to the Purchaser on or after the Closing Date the amount paid by the Purchaser in connection with such extras, and the amount so paid by the Purchaser (or for which at the Vendor's option, the Purchaser is to receive a credit on the Statement of Adjustments) shall be accepted by the Purchaser as a full and final settlement of any claims by the Purchaser with respect to such extras and the Purchaser acknowledges that the Vendor's liability with respect to any and all such extras shall be limited to the return of the amounts referred to, as aforesaid, and upon such payment being made or credit being given, the Vendor shall be released from any and all obligations with regard to such extras.

6. For purposes of the selection of finishes, upgrades and extras (and where there is more than one Purchaser), other than as set out in this Agreement of Purchase and Sale, it is agreed that the Purchaser attending the consultations with the design specialist shall have the authority to bind the other Purchaser(s) as to the chosen finishes, upgrades and extras.

Initials: _____

Schedule "1"
Specifications and inclusions

To be inserted by Hallett Homes

Initials: _____

Schedule "X"

DEFINITIONS

1. In addition to any other defined words or terms used throughout this Agreement, the defined terms set out below shall have the meanings ascribed to them as follows, namely:
 - (a) the "Governmental Authorities" means the local municipality in which the Lands (as hereinafter defined) are situate, together with any regional provincial or other governmental authority or agency having jurisdiction over the development of the Lands;
 - (b) "Purchaser" means the purchaser as shown on Page 1 of this Agreement;
 - (c) the "Purchase Price" means the purchase price of the Property as shown on Page 1 of this Agreement; and
 - (d) the "Vendor" means Hallett Bronte Green Corporation as shown on Page 1 of this Agreement.

TITLE

2. Provided that the title to the Property is good and free from all encumbrances, save as otherwise stated in this Agreement, the Purchaser specifically agrees to accept title subject to all restrictions, easements, encroachment agreements, reciprocal agreements, conditions or covenants that run with the land, and subject to all rights, licenses and easements now registered or to be registered hereafter for the supply and installation of telephone services, electricity, gas, sewers, water, television and/or cable facilities and such other services to or for the benefit of any adjacent or neighboring properties, or which may be required by the Vendor, the owner of the Lands or any owners of adjacent or neighbouring properties for servicing and access to or entry from such properties, (including, without limitation, easements, rights of way and/or agreements for access, service, support, amenities, cost-sharing and the like for and with adjacent or neighbouring property owners), and further subject to all development, site plan, subdivision or other municipal agreements or similar agreements entered into with any governmental authorities or agencies (all such agreements being hereinafter collectively referred to as the "Development Agreements. THE VENDOR SHALL NOT BE OBLIGATED TO OBTAIN OR REGISTER ON TITLE TO THE PROPERTY A RELEASE OF ANY OF THE DEVELOPMENT AGREEMENTS NOR A RELEASE OF THE REGISTERED RESTRICTIONS OR COVENANTS, NOR SHALL THE VENDOR BE OBLIGED TO HAVE ANY OF THE DEVELOPMENT AGREEMENTS, OR THE REGISTERED RESTRICTIONS OR COVENANTS DELETED FROM THE TITLE THERETO, AND THE PURCHASER SHALL SATISFY HIMSELF AS TO COMPLIANCE THEREWITH. The Purchaser agrees to observe and comply with the terms and provisions of the Development Agreements and all restrictions and covenants registered on title. The Purchaser further acknowledges and agrees that retention by the local municipality within which the Lands are situate (the "Municipality") or by any of the other relevant Governmental Authorities, of security (in the form of letter(s) of credit, performance bond(s), etc., satisfactory to the Municipality and/or any of the other Governmental Authorities) intended to guarantee the fulfillment of any outstanding obligations under the Development Agreements shall, for the purposes of the purchase and sale transaction contemplated hereunder, be deemed to be satisfactory compliance with the terms and provisions of the Development Agreements. The Purchaser further agrees to accept title on the Closing Date subject to one or more outstanding mortgages registered against the Property, provided that the Vendor delivers to the Purchaser its written undertaking to obtain and register of discharge of the said outstanding mortgages (insofar as same affect or pertain to the Property) within a reasonable time after the later of the Closing Date, or the date that all monies owing to the Vendor on account of the Purchase Price (including all monies secured by any vendor take-back mortgage having a term not greater than 30 days) have been paid in full by the Purchaser. The Purchaser also acknowledges that the wires, cables and fittings comprising the cable television system serving the Property are (or shall be) owned by the local cable television supplier.
3. (a) The Purchaser agrees that this Agreement shall be subordinated to and postponed to the mortgage(s) arranged by the Vendor and any advances made thereunder from time to time, and to any easements or agreements referred to herein to which title may be subject. The Purchaser agrees to execute all necessary documents and assurances to give effect to the foregoing as required by the Vendor.
 - (b) The Purchaser shall not register, or cause to be registered, this Agreement on title to the Property and/or the Lands, nor any notice thereof, nor any caution or lis pendens with respect thereto, nor any certificate of pending litigation or other similar court process, until after the Closing Date, it being expressly understood and agreed by the parties hereto that in no event shall the Purchaser be deemed or construed to have any interest whatsoever in the Property and/or the Lands prior to Closing. Any registration by the Purchaser in contravention of this subparagraph shall constitute a fundamental breach of this Agreement, entitling the Vendor to the rights, remedies and powers hereinafter set out.
 - (c) The Purchaser further covenants and agrees to accept title to the Property subject to the covenants and restrictions hereinbefore and hereinafter described, and to accept a deed/transfer containing such covenants and restrictions (or any form similar thereto), and the Purchaser hereby undertakes and agrees to abide by such covenants and restrictions after the Closing Date, and to exact similar covenants and restrictions from his immediate successors in title to the Property, all of which shall be assigned to and for the benefit of the Vendor. The dominant lands to which the foregoing covenants and restrictions are intended to be annexed, and which are being benefited thereby, comprise all or any portion of the Lands, and any lands adjacent thereto or in the neighbouring vicinity thereof which are owed or retained by the Vendor.
 - (d) The Purchaser further agrees to accept title from the registered owner of the Property and to accept such owner's title covenants in lieu of the Vendor's, in the event that the Vendor is not registered owner of the Property on Closing. The Vendor shall be entitled to insert in the transfer specific covenants by the Purchaser pertaining to any or all of the restrictions, easements, covenants and agreements referred to in this Agreement, and in such case, the Purchaser may be required to execute the transfer prior to Closing, or the Vendor may require that the Purchaser deliver his separate written covenants on Closing.

REQUISITIONS

4. The Purchaser shall examine the title to the Property at his own expense, and shall not call for the production of any surveys, title deeds, abstracts of title, grading certificate, occupancy permits or certificates, nor any other proof or evidence of the title or the permissibility to occupy the Property, except such copies thereof as are in the Vendor's possession. The Purchaser shall be allowed to submit his requisitions as to title and with respect to any other matters, up until thirty (30) days prior to the Closing Date set forth in this Agreement, and if within that time the Purchaser shall furnish the Vendor in writing with any valid objection to title, or to any outstanding work order, which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, then this Agreement shall, notwithstanding any intervening acts or negotiations, be null and void, and the deposit monies therefore paid shall be returned to the Purchaser without interest or deduction, save for deductions for any extras or changes ordered by the Purchaser and as yet unpaid, and the Vendor shall have no further liability or obligation hereunder and shall not be liable for any costs or damages thereby. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title to the Property.

ADJUSTMENTS

5. The balance due on the Closing Date shall be adjusted on the Closing Date as to all prepaid and accrued expenses or charges and as to other items required by the terms of this Agreement which shall include, without limiting the generality of the foregoing, the following:
 - (a) realty taxes (including local improvement rates) on the Purchaser's Property; said realty taxes shall be estimated by the Vendor for the calendar year in which this transaction is completed and, at the option of the Vendor, may be adjusted as if such sum had been paid by the Vendor notwithstanding that the same may not by the Closing Date have been levied or paid, subject, however to readjustment upon the actual amount of said realty taxes being ascertained, and the Purchaser shall forthwith pay to the Vendor any balance owing to the Vendor upon receiving notice in writing thereof and the Vendor shall forthwith return to the Purchaser any balance owing to him. Municipal realty tax reassessment and/or supplementary tax bills relating to the Property issued subsequent to the Closing Date shall be the responsibility of the Purchaser;
 - (b) any other prepaid or current expense, such as insurance premiums, gas, electricity, fuel, water, etc., any charges specifically for the connection or energization of water services and charges or costs for the purchase of the hydro and water meters and the installations of such meters;
 - (c) the Purchaser shall be responsible for and shall pay on the Closing Date the enrolment fee paid by the Vendor for the Property to or at the direction of the "Tarion Warranty Corporation" (formerly Ontario New Home Warranty Program);
 - (d) The Purchaser agrees to pay the full amount of any additional municipal, provincial, or other governmental levies (including hydro or boards of education), impost fees or charges, including but not limited to, any development charges or educational levies that may be made against the subject Property or paid as a requirement of obtaining a building permit, **in excess of** those levies, impost fees or development charges, levied or payable as of the date of this Agreement of Purchase and Sale;
 - (e) a \$100.00 administrative fee shall be charged to the Purchaser for any cheque paid for a deposit, the Occupancy Fee or for any upgrades which is returned "N.S.F." or upon which a "stop payment" has been ordered;
 - (f) the Purchaser agrees to complete this purchase transaction with the Vendor's solicitors no later than 2:00 p.m. on the Closing Date and after 2:00 p.m. the Purchaser shall pay to the Vendor a further sum equal to interest on the balance due on closing for one day at the Prime Rate of TD Canada Trust Bank as of the Closing Date plus 5%.
 - (g) reimbursement to the Vendor of the insurance levy imposed on the transfer of the unit by the Lawyers Professional Indemnity Company
 - (h) The Purchaser shall provide a refundable security deposit (the "Security Deposit") in the amount of Two Thousand Two Hundred (\$2200) Dollars on the Closing to secure compliance with the Purchaser's obligations hereunder including, without limitation, the Purchaser's grading and subdivision damage covenants. The Security Deposit shall be an amount estimated by the Vendor, with all re-adjustments, without interest, to be made forthwith upon municipal assumption of subdivision services.

- (l) The Purchaser agrees to provide the name, address and telephone number of its solicitor and all other information requested or required for the completion of the transaction to the Vendor or its solicitor in writing no later than 60 days prior to the Closing. If the Purchaser changes solicitors or the Purchaser or its solicitor (i) fail to provide the aforesaid information; (ii) change or amend any of the information provided; or (iii) provide information to the Vendor or its solicitors that is incorrect or amended for any reason, the Purchaser shall be charged a fee of \$250.00 plus Applicable Taxes on the Statement of Adjustments. The Purchaser agrees to provide the Vendor's solicitor with a written direction as to whom title is to be conveyed no later than 30 days prior to the Closing, failing which, the Vendor is hereby directed to convey title to the Purchaser(s) set forth and named in this Agreement. Prior to Closing, the Purchaser covenants not to register this Agreement or any other document on title to the Property.
- (j) If the Purchaser, without the consent in writing of the Vendor, enters upon the Property and carries out changes or additions (the "Unlawful Works") to the Dwelling being constructed by the Vendor, the Purchaser will forthwith pay to the Vendor the amount incurred by it in order to correct any damages caused by the installation or existence of the Unlawful Works including, without limiting the generality of the foregoing, time lost by the resulting delays and interest on monies invested, and at the Vendor's option it may declare this Agreement null and void. In addition to the foregoing, if the Unlawful Works shall be determined by any inspector having jurisdiction in that regard as not complying with the statutes, by-laws or regulations applying thereto, the Purchaser shall forthwith carry out any required work to remedy any such non-compliance and failing which, the Vendor, at its option may carry out such work at the expense of the Purchaser which he shall pay to the Vendor forthwith upon written request for payment for same and/or at the option of the Vendor, it may declare this Agreement null and void. The Purchaser agrees that anything constructed by the Vendor which is not accessible due to the Unlawful Works shall not be covered by the Ontario New Home Warranties Plan. The Purchaser shall not enter upon the Property at any time without the consent in writing of the Vendor or accompanied by a representative of the Vendor. Failure to comply with the foregoing shall constitute a trespass by the Purchaser on the Property and will entitle the Vendor to bring criminal or civil proceedings for such trespass against the Purchaser.
- (k) The Purchaser acknowledges that the hot water heater and tank may not be included in the Purchase Price and shall remain chattel property. The Purchaser agrees to execute a rental contract for the said heater and tank and agrees to take all necessary steps to assume immediately on the date of Closing, charges for hydro, water and other services, and the Vendor may recover any payments therefor from the Purchaser. If the hot water heater and tank are not on a rental basis the Purchaser shall pay or reimburse the Vendor on the date of Closing for the cost of said hot water heater and tank. The water meter is not included in the purchase if it is not the property of the Vendor. The Purchaser shall pay, or reimburse the Vendor for the cost of, or the charge made for, water service and installation of the water meter, and the cost of hydro installation and connection fee. In the event the Vendor has undertaken an obligation to the Subdivider to contribute to the cost of subdivision aesthetic enhancement such as boulevard treatment or improvement, or landscaping, or subdivision entrance features, or corner lot fencing, or fences or retaining walls, in the subdivision, the Purchaser shall, on the date of Closing, reimburse the Vendor as to the cost thereof, the cost to be absolutely determined and apportioned by statutory declaration sworn on the part of the Vendor. The Purchaser acknowledges that a tree may not be located in front of the Dwelling Unit but shall be located by the Subdivider within the subdivision in accordance with the municipally approved plans. In the event the Municipality requires the installation of air conditioning in the subject Dwelling Unit, the Purchaser covenants and agrees to pay the cost therefore as an adjustment on the date of Closing, such cost to be absolutely determined by statutory declaration sworn on the part of the Vendor.
- (l) The hot water heater and tank are not/may not be included in the Purchase Price and shall remain chattel property. The Purchaser agrees to forthwith execute, accept, assume and be bound by all required documents and/or contracts for the rental or lease to own of the said heater and tank in addition to any documents and/or contracts for the rental or lease to own pertaining to other utility suppliers and agrees to take all necessary steps to assume immediately on Closing, charges for hydro, water and other services, and the Vendor may recover any payments therefor from the Purchaser. The Purchaser agrees to accept the utility suppliers designated by the Vendor. Subsequent to Closing and prior to assumption of the Subdivision (as hereinafter defined) by the Municipality, if the Purchaser changes any or all of the utility suppliers, the Purchaser shall be responsible for the repair of any damage caused to the Property and neighbouring lands by such alternate utility suppliers and any costs incurred by the Vendor or Subdivider to restore the Property to the original state provided by the Vendor.

If any of the adjustments to be made on the Closing Date cannot be accurately determined at the time of occupancy, then the Vendor may estimate the adjustment to be made and there shall be a later and final adjustment when all the items to be adjusted can be accurately determined by the Vendor. The Closing Date shall in all circumstances be apportioned to the Purchaser.

6. If there are chattels involved in this transaction, the allocation of value of such chattels shall be estimated where necessary by the Vendor and sales tax may be collected and remitted by the Vendor. Except as otherwise specifically provided in this Agreement, the Purchaser shall be responsible for payment of any other taxes imposed on the Property by federal, provincial or municipal government, and in the event that any applicable legislation requires the Vendor to remit such taxes to any government, the Purchaser shall on closing pay the amount of such taxes to the Vendor.
7. (a) The parties acknowledge and agree that the Purchase Price is inclusive of the Harmonized Sales Tax (the "HST") and the Federal Goods and Services Tax (the "GST") included in the HST payable pursuant to the Excise Tax Act (Canada- the "GST Legislation") and that the actual consideration for the Property, exclusive of the extras, requested changes, or adjustments as herein provided, is the amount derived by subtracting the HST payable with respect to the within transaction of purchase and sale less all refunds, credits and rebates available to the Purchaser pursuant to the GST and HST Legislation, including without limiting the generality of the foregoing, the GST/HST New Housing Rebate (the "GST/HST Rebate") which includes the Ontario New Housing Rebate, from the Purchase Price (the "Consideration"). The Purchaser acknowledges and agrees that the Vendor shall insert the. Consideration in Box four (4) of the Transfer/Deed of the Property to be delivered by the Vendor to the Purchaser on the Closing Date, less any amount allocated by the Vendor to the chattels included in the Purchase Price pursuant to paragraph hereof.
- (b) The Vendor and the Purchaser acknowledge and agree that the Purchase Price includes the amount payable for the HST on the sale of the property to the Purchaser, less the maximum amount refundable in respect of the provincial portion of the HST pursuant to the applicable Ontario New Housing Rebate (the "HST Rebate") and the GST rebate (if any). However, the Purchaser shall be solely responsible for the payment of all taxes eligible in respect of any extra or other fees and charges not included in the Purchase Price. The Purchaser warrants, covenants and agrees to assign all of its right, title and interest in the GST/ HST Rebates to the Vendor and confirms that the GST/ HST Rebate shall be the sole and absolute property of the Vendor. The Purchaser shall on demand by the Vendor, execute and deliver on or before closing any assignments, directions, powers of attorney, applications, consents and/or other documents required by the Vendor in respect of the provincial and federal portion of the HST Rebate. The Purchaser hereby irrevocably designates and appoints the Vendor as his sole and lawful attorney with full power as attorney for the purpose of executing any documents contemplated under this paragraph. The Purchaser represents, covenants and agrees that he/she/they qualify for the full amount of the provincial and federal portion of the GST/HST Rebate and in the event that the Vendor does not receive the full amount of the Rebates available, due to the Purchaser failing to qualify for same, the Purchaser shall pay to the Vendor, forthwith upon request by the Vendor, an amount equal to that part of the GST/HST Rebates which the Vendor has been denied or has not received, and until so paid such amount shall form a charge against the property, which charge shall be recoverable by the Vendor in the same manner as a mortgage in default. In the event of non-qualification for the rebate, the Vendor shall have the right to register a Vendor's Lien for the amount of the rebates plus interest at 12% per annum and costs.
- (c) In consideration of the Purchase Price being inclusive of HST, the Purchaser hereby irrevocably assigns to and in favour of the Vendor any and all rights he may have on closing or thereafter to the GST/HST New Housing Rebate including the Ontario New Housing Rebate included in the GST/HST Rebate ("the Rebates"). In the event that the Purchaser qualifies for the Rebates, the Purchaser acknowledges having received credit from the Vendor for the amount of the Rebates to which the Purchaser is entitled pursuant to the GST/HST Legislation, and having assigned the Rebates to and in favour of the Vendor, and directs the Vendor to indicate same in any documentation pertaining to the Rebates.
- (d) Subject to subparagraph 7(e) below, the Purchaser covenants and agrees that he shall forthwith following the completion of the within transaction of purchase and sale personally occupy the Property or cause one or more of his relations (as defined in the GST/HST Legislation) to occupy the Property as his or their primary place of residence (as defined in the GST/HST Legislation) for such period of time shall then be required in order to entitle the Purchaser to the Rebate.
- The Vendor shall have the right to substitute materials for those designated in the plans and/or specifications provided the quality is equal or better, and also to make minor changes in plans, siting and specifications, provided there is no objection from the Municipality or to comply with specifications in or modifications to the Ontario Building Code or any other applicable legislation. Notwithstanding the Purchasers right to select finishes, in the event the Vendor through inadvertence installs an incorrect item or omits to install an item selected, then in either of such case the provisions of paragraph 4 above shall apply as if such item were an extra.
- (e) Subject to subparagraph 7(f) below, the Purchaser covenants and agrees to deliver to the Vendor on the Closing Date and from time to time thereafter any and all documentation and/or applicable forms as the Vendor shall request in order to facilitate the aforesaid assignment, including, without limiting the generality of the foregoing, an independent form of the Purchaser's covenant set forth in subparagraph 7(d) above.
- (f) In the event that the Purchaser shall for any reason fail to qualify for the Rebates, the Purchaser shall indemnify the Vendor in the amount that the Purchaser would have been entitled to had he so qualified for the Rebate, and in the event that such failure to qualify is known on or before the Closing Date, the Vendor shall be credited in the statement of adjustments with such amount and the Purchaser shall be relieved of his covenant under subparagraph 7(c) and the obligation to deliver an independent form of such covenant under subparagraph 7(d) above.
- (g) Notwithstanding any other provision herein contained in this Agreement, the Purchaser acknowledges and agrees that the Purchase Price does not include any GST/HST exigible with respect to any of the adjustments payable by the Purchaser to this Agreement, or any extras or upgrades purchased, ordered or chosen by the Purchaser from the Vendor which are not specifically set forth in this Agreement, and the Purchaser covenants and agrees to pay such HST to the Vendor in accordance with the HST Legislation.

PROHIBITION ON PURCHASER SELLING

8. The Purchaser covenants not to list for sale or lease, advertise for sale or lease, sell or lease, nor in any way assign his interest under this Agreement, or in the Property, nor directly or indirectly permit any third party to list or advertise the Property for sale or lease, at any time until after the Closing Date, without the prior written consent of the Vendor, which consent may be arbitrarily withheld. The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is or shall be incapable of rectification, and accordingly the Purchaser acknowledges, and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement and the Occupancy Agreement, effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply.

CONSTRUCTION MATTERS

9. (a) The Purchaser agrees to meet the Vendor's representative at the time designated by the Vendor prior to the Closing Date, to inspect the Property and to list all items remaining uncompleted at the time of such inspection together with all mutually agreed deficiencies with respect to the Property, on the **Tarion Warranty Corporation** (formerly the ONHWP) Certificate of Completion and Possession, in the form prescribed from time to time by, and required to be completed pursuant to the provisions of the **Ontario New Home Warranties Plan Act**, as amended, and the regulations made pursuant thereto (hereinafter referred to as "**Tarion**"). The said certificate shall be executed by both the Purchaser and the Vendor's representative forthwith after such inspection, and THE SAID CERTIFICATE SHALL CONSTITUTE THE VENDOR'S ONLY UNDERTAKING WITH RESPECT TO INCOMPLETE OR DEFICIENT WORK.

(b) The Purchaser agrees that the incomplete and/or deficient items which are listed in the said Certificate of Completion and Possession represent the entire balance of the work to be completed by the Vendor with respect to the Property, and the Purchaser agrees that no further requests for completion of items may be maintained by the Purchaser, and this shall serve as a good and sufficient release of the Vendor in that regard. The Purchaser further acknowledges and agrees that any warranties or workmanship or materials, in respect of any aspect of the construction of the Property whether implied by this Agreement or at law or in equity, or by any statute or otherwise, shall be restricted to only those warranties deemed to be given by the Vendor under **Tarion**, and shall extend only for the time period and in respect of those items covered or provided by **Tarion**.

(c) The Vendor shall complete the Property as soon as reasonably practicable, but the failure of the Vendor to complete the interior of the Property beyond the minimum standards required by the Municipality in order to permit occupancy thereof, on or before the Closing Date shall in no event entitle the Purchaser to refuse to close the within transaction on the Closing Date, or to fail to remit to the Vendor the entire amount of purchase monies required to be paid by the Purchaser hereunder, or to maintain any holdback of any part of the Purchase Price, and the Vendor hereby undertakes to complete the Property and all unfinished work or improvements thereto in accordance with this Agreement.

(d) The Purchaser acknowledges and agrees that the Vendor may, from time to time in its sole discretion, or as required by any Governmental Authority, change, vary or modify the plans and specifications pertaining to the Property, (including architectural, structural, engineering, landscaping, grading, mechanical, site service or other plans) from the plans and specifications existing at the inception of the project, or as they exist at the time the Purchaser has entered into this Agreement, or as same may be illustrated in any sales brochure(s), model(s) in the sales office or otherwise, and the Purchaser shall have absolutely no claim or cause of action whatsoever against the Vendor or its agent(s) for any such changes, variances or modifications, nor shall the Purchaser be entitled to any notice therefor, and where any such change, variance or modification is material or substantial in nature.

(e) The Purchaser acknowledges that the Vendor may, from time to time, substitute such other materials utilized in the construction of the Property from those specified or contemplated in the aforesaid plans or specifications provided that the quality of any substituted material(s) is equal to or better than the material(s) originally indicated in said plans or specifications.

(f) The Purchaser acknowledges and agrees that the filing of the consulting engineers' certificate(s) with the Municipality, or the issuance by the Municipality of an occupancy certificate or such other confirmation that the Property may be occupied shall, subject to the provisions of subparagraph 9(a) hereof, constitute complete and absolute acceptance by the Purchaser of all Construction matters, and the quality and sufficiency thereof including, without limitation, all mechanical, structural and architectural matters.

(g) Notwithstanding anything contained in this Agreement to the contrary, it is understood and agreed by the parties hereto that in the event that construction of the Property is not completed on or before the Closing Date or any extension thereof as hereinbefore contemplated, for any reason except for the Vendor's willful neglect, or in the event the Purchaser cannot take possession of the Property on Closing by reason of any fire damage or other hazards or damages whatsoever occasioned thereto, the Vendor shall not be responsible or liable for reimbursing the Purchaser for any costs, expenses, or damages suffered or incurred by the Purchaser as a result of such delay or damage, and specifically shall not be responsible for any costs and expenses incurred by the Purchaser in obtaining alternative accommodation pending the completion of construction of the Property or the rectification of the damage, nor for any costs incurred in having to store or move the Purchaser's furniture or other belongings pending such completion or rectification work.

(h) The Purchaser further agrees that the Vendor shall have the right to enter upon the Property after the completion of the within transaction, in order to complete and/or rectify those items which are included in the said Certificate of Completion and Possession, and the Vendor agrees to complete and/or rectify same within a reasonable time after Closing, having regard to the availability of equipment, materials and labour.

(i) The Purchaser agrees that in no event shall the Purchaser be entitled to obtain possession of the Property unless and until the Purchaser has executed the said Certificate of Completion and Possession. In the event that the Purchaser has omitted to execute the said Certificate of Completion and Possession prior to the Closing Date, and the Vendor has duly attended at the Property for the purposes of completing the said Certificate and to inspect the Property, the Vendor shall have the unilateral right and option of either completing this transaction and refusing to allow possession of the Property by the Purchaser until such Certificate has been duly executed, or of terminating this Agreement, whereupon all monies paid hereunder as deposits or otherwise shall be forfeited to the Vendor as liquidated damages, and not as a penalty, in addition to (and without prejudice to) any other rights or remedies available to the Vendor, either at law or in equity.

(j) The Purchaser acknowledges and agrees that the monies paid to the Vendor as a deposit hereunder, and which may hereafter be secured by prescribed security as defined in the Act, shall be recognized and treated for the purposes of Section 1(1)(7b) of The Construction Lien Act, as amended, as monies held in trust pursuant to the provisions of Section 53 of the Act, and the Purchaser shall accordingly be deemed and construed to be a "home buyer" within the meaning of Section 1(1)(7b) of The Construction Lien Act, as amended (and shall not constitute and "owner" as defined in Section 1(1) 15 of said Act), and as such, the Purchaser shall not be entitled to request or demand that any holdback for construction liens be maintained for any part of the Purchase Price on the Closing Date.

(k) The Purchaser hereby acknowledges that complete engineering data in respect of the Municipally approved final grading of the Property may not, as yet, be complete and accordingly, it may not be possible to construct a Dwelling Unit with a walk -up condition, or rear deck where so indicated in this Agreement, or vice versa. In the event that this home is described on the first page of this Agreement as having a "walk-up", and such walk-up is not possible then the Purchase Price herein shall be reduced by Twelve Thousand Five Hundred(\$12,500) Dollars. In the event that this home is not described on the first page of this Agreement as having a "walk-up" and such walk-up is required, pursuant to final approved grading and engineering plans, then the Purchase Price herein shall be increased by Twelve Thousand Five Hundred (\$12, 500) Dollars. Any credit or additional charge shall be made by way of adjustment on the Statement of Adjustments and shall be paid or credited on the Closing Date, which amount above includes HST.

(l) The Vendor shall have the right, in its sole discretion, to construct the hereinbefore described Dwelling Unit either as shown on the sales brochures, renderings and other plans and specifications therefore, or to construct such Dwelling Unit on a reverse mirror image plan, including reversal of garage siting and reversal of interior floor plan layout, or to rotate same for corner lot units. Construction of a reverse mirror image plan, or rotated plan, of the Dwelling Unit is hereby irrevocably accepted by the Purchaser without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligations as to construction of the Dwelling Unit type hereinbefore described. Further, in the event the Vendor determines, in its sole discretion, to construct the Dwelling Unit at a grade level different than that depicted in the sales brochures, renderings and other plan and specifications therefore, necessitating the addition or elimination of a step or series of steps at any door to the Dwelling Unit, or any door from the garage to the interior of the Dwelling Unit, the Purchaser hereby Irrevocably agrees to accept such change without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligation as to construction of the Dwelling Unit type hereinbefore described. The Purchaser further agrees to accept the Property subject to any retaining walls, catch basins, sump pumps (whether required before or after Closing Date) fencing or landscaping required pursuant to the Municipality approved plans.

(m) The Purchaser acknowledges that grading and sodding is normally done between June and October of any year. The Purchaser agrees that the Purchaser shall be solely responsible for watering and general maintenance of sod from the Closing Date or from the date that sod is laid, whichever shall be the later, and the Vendor shall have no obligation in that regard. If grass dies due to lack of watering, or other abuse, and is required to be replaced by the Vendor, then the Purchaser will be responsible for the cost of such new sod and labour, and the Vendor may deduct same from the Security Deposit, in addition to any other right or remedy. Notwithstanding the Tarion requirements concerning the timing of completion of Special Seasonal items, which include but are not limited to paving, grading and sodding, the Vendor is permitted to schedule same up to twenty-four (24) months from the Closing Date.

(n) The Purchaser agrees that neither the Purchaser nor the Purchaser's successors or assigns shall construct any fences, hedges, garden shed, patio or swimming pool, television antenna/dish or other structure on the Property until the Municipality has assumed all Subdivision Services.

10. The Purchaser hereby irrevocably constitutes and appoints the Vendor to be and act as his lawful attorney, in the Purchaser's name, place and stead, in order to execute the **Tarion** deposit receipt issued pursuant to The Ontario New Home Warranties Plan Act, as amended, and the regulations thereunder, issued by The Mortgage Insurance Company of Canada (or by any other insurer providing prescribed security for the Purchaser's deposit monies pursuant to the Act), if, in fact, same is produced by the Vendor, and in accordance with the provisions of The Powers of Attorney Act and/or The Substitute Decisions Act, as amended, the Purchaser hereby confirms and agrees that this power of attorney may be exercised by the Vendor during any subsequent legal incapacity to the Purchaser.

FINISHES

11. The Purchase Price shall include those finishes, floor coverings and paint colours more particularly set out in Schedule "I" annexed hereto. The Purchaser may choose the broadloom, tile and paint colour from the Vendor's samples pursuant to the procedure set out in Schedule "G".
12. (a) In the event that the Purchaser fails to make such selections as set out in Schedule "G", or in the event that the Purchaser fails to submit the requisite personal and financial information (and any other documents, instruments or verifications) which may be required or desired by the Vendor acting reasonably or pursuant to a provision of this Agreement, or if the Purchaser is in default under any other term or provision contained in this Agreement (and has failed to rectify such default within five (5) days of being notified in writing to do so), then the Vendor shall be unilaterally entitled to make all colour and finish selections as contemplated in Schedule "G" above, on behalf of the Purchaser, and the Purchaser shall correspondingly be bound by such selections, and shall be estopped from instituting any claim(s) from instituting any claim(s) against the Vendor as the result of such selections and/or denying the Vendor's authority to make and implement same.
- (b) In addition to the foregoing, in the event that the Purchaser chooses to up-grade or make changes to the standard materials and specifications for the Property which are otherwise provided by the Vendor, then the Vendor shall not be held liable for any delays in having the Property substantially completed sufficient to permit occupancy thereof by the Closing Date (provided such delays are as a result of such up-grading or revised work not being completed in time), and the Purchaser shall nevertheless be obliged to execute and deliver to the Vendor on the Closing Date all documents and instruments required to be given to the Vendor on the Closing Date, as hereinbefore provided or contemplated, and shall also pay to the Vendor the full balance due on closing pursuant to this Agreement notwithstanding that the Property may not be substantially completed by such date. If any of the extras, upgraded items, or changed items (hereinafter collectively referred to as the "Extras") ordered by the Purchaser, through the Vendor, are not supplied or completed, for whatever reason, by the Closing Date, then the Vendor shall refund to the Purchaser upon the Closing Date all amounts paid by the Purchaser to the Vendor in connection with same, and the amount so refunded by the Vendor to the Purchaser for the Extras (or for which, at the Vendor's option, the Purchaser shall receive a credit in the statement of adjustments on Closing) shall be accepted by the Purchaser as full and final settlement of any claim by the Purchaser with respect to the Extras, and the Purchaser acknowledges that the Vendor's liability with respect to the Extras shall be limited solely to the return of the amounts referred to as aforesaid, and upon such payment being made or credit being given, the Vendor and the Agent shall be released from any and all obligations, claims or demands whatsoever with respect thereto. It is understood and agreed that certain items in the **model homes** are for display purposes only and **are not included** in the purchase price unless specifically set out in said **Schedule A**. If any of the extras or changes ordered by the Purchaser are cancelled by the Purchaser prior to their ordering or installation, then the Vendor shall refund to the Purchaser, upon closing, 70% of the value of such extra or change.
- (c) It is further understood and agreed that the Vendor shall not be responsible or liable in any way to the Purchaser for the quality of, and/or workmanship with respect to the Extras, unless same are supplied and/or constructed directly by the Vendor, and then only if the Vendor specifically agrees in writing to be responsible or liable for same. The Purchaser shall be obliged to forthwith advise the Vendor in writing as to the details of all Extras (if same are not ordered directly from the Vendor) so that the Vendor may assess whether any revisions to the plans and specifications of the Property are needed, and/or whether any additional up-graded materials or changed items are required from other tradesmen or suppliers in order to facilitate the completion and installation of the Extras; and if such revisions or additional up-graded materials or changed items are required, as determined by the Vendor in its sole and unfettered discretion, then the Purchaser agrees to pay for all such costs and expenses attributable and/or incidental to the completion and installation of same, which costs and expenses shall be paid to the Vendor by cash or certified cheque forthwith upon the Vendor's written demand for payment thereof.
- (d) The purchaser acknowledges that the Ministry of Finance of Ontario requires that "Extras" will be added to the Purchase Price shown on page 1 of this Agreement and the aggregate Purchase Price plus Extras plus Adjustments shown in Paragraph 5 will be shown as the "Consideration" on the Transfer to be provided to the Purchaser on closing and to which land transfer tax will be calculated and paid by the Purchaser in accordance with provincial government requirements.

TENDER

13. Any tender of documents or monies hereunder may be made respectively upon the Vendor or the Purchaser, or upon their respective solicitors, and money shall be tendered by negotiable cheque certified by a chartered bank or trust company. Such tender shall be made on the Closing Date, as appropriate, by the attendance of the parties hereto or their respective solicitors at the offices of the Vendors Solicitors, Agro Zaffiro LLP, 21 King Street West, 11h Floor, Hamilton, Ontario, Canada L8P 4W7 and in the absence of an appointment to the contrary, such attendance shall occur between the hours of 1:00 p.m. and 2:00 p.m. in the afternoon of such day. In the event that the Purchaser or his solicitor is not present at such office at the time as hereinbefore stipulated, and the Vendor or its solicitor or 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 any defect in the title to the Property or any deficiency in the construction thereof, or that the Vendor was unable or unwilling to complete this transaction in accordance with the provisions of this Agreement. The Purchaser hereby acknowledges and agrees that the key(s) to the Property shall be released to him directly from the sales office or the construction site office as soon as this transaction has been completed and all relevant documents have been exchanged and/or registered (as the case may be) in the appropriate Land Titles Office, and the Vendor shall not otherwise be required to produce or deliver a key to the Property on Closing, or as part of any tender in connection therewith. The Purchaser further acknowledges that the posting of closing documents by the Vendor's solicitor pursuant to the web program Conveyancer on the website convey.ca shall constitute a satisfactory Tender.

NOTICE

14. Any notice or document required or desired to be given to the Purchaser shall be deemed to have been sufficiently given if same is in writing, and either personally delivered to the Purchaser or to this solicitor at the addresses noted below, or mailed by prepaid ordinary post and addressed to the Purchaser or to his solicitor, and any such document or notice shall be deemed to have been given on the date of personal delivery or on the third (3rd) day (excluding Saturdays, Sundays, and statutory holidays) after the date of mailing, as the case may be. Any document or notice desired or required to be given to the Vendor shall be deemed to have been sufficiently given if same is in writing and personally delivered to an officer of the Vendor at the address noted below, (or at such other address as the Vendor may designate from time to time, upon notice being given to the Purchaser or the Purchaser's solicitor as hereinbefore provided), with a copy of same to be personally delivered to the Vendor's solicitor, and any such document or notice shall be deemed to have been given on the date of such personal delivery.
15. This offer by the Purchaser, constituted by his execution of this Agreement, shall be irrevocable by the Purchaser until 5:00 p.m. on the Irrevocable Date set out on Page 1 after which time, this offer may be withdrawn, and if so, same shall be null and void and the deposit shall be returned to the Purchaser without interest or deduction. Acceptance by the Vendor of this offer shall be deemed to have been sufficiently made if this Agreement is executed by the Vendor on or before the irrevocable date specified in the preceding sentence, without requiring any notice of such acceptance to be delivered to the Purchaser prior to such time.

MISCELLANEOUS

16. This Agreement is conditional upon compliance with the subdivision control provisions of The Planning Act, S.O., Chapter P.13, as amended.
17. Each party shall pay all costs of registration and taxes on their respective documents.
18. The Purchaser shall notify the Vendor's solicitor as to the manner in which title to the Property is to be taken and date(s) of birth and marital status of all persons taking title to the Property, and the address for service to be inserted in the transfer and in the event that the Purchaser fails to so notify the Vendor's solicitors by at least fifteen (15) days before the Closing Date, then the Vendor's solicitor shall be entitled to engross the deed or transfer of title to the Property, the name of the Purchaser, as noted on page 1 of this Agreement, and the Purchaser further agrees to accept the aforementioned conveyance in such manner, and acknowledges that he shall be bound thereby and shall be estopped from requiring any further changes to the manner in which the deed/transfer are so engrossed.
19. This offer, when accepted, shall constitute a binding agreement of purchase and sale. It is agreed and understood that there is no representation warranty, collateral term or condition affecting this Agreement or the Property, or for which the Vendor or the owner of the Lands (or the Agent or any sales representative) can be held responsible in any way, whether they be contained in any sales material, brochure, or alleged against the Agent or any sales representative or agent, other than as expressed herein in writing.
20. The Property shall remain at the risk of the Vendor until Closing. In the event of damage to the Property to a degree and by causes as determined by the Vendor in its sole discretion, the Vendor may at its option either repair the damage and finish the building and complete the sale, or may cancel this Agreement and return to the Purchaser all deposit monies theretofore paid, with interest at the rate prescribed under the Act, and the Vendor shall not be liable for any costs or damages incurred by the Purchaser thereby.
21. Notwithstanding the Closing of this transaction, and for a period of two (2) years thereafter, the Vendor or any of its authorized representatives shall be entitled at all reasonable times to enter the Property in order to make inspections, and to do any work or repairs to the Property required by the Vendor in its sole discretion.
22. (a) In the event that the Purchaser defaults on any of his obligations contained in this Agreement prior to Closing, and fails to remedy such default forthwith, if such default is a monetary default or within five (5) days of his being so notified in writing with respect to any other non-monetary default, then the Vendor, in addition to any other rights or remedies this Agreement provides, may, at its sole option, unilaterally suspend all of the Purchaser's rights, benefits, and privileges contained herein (including without limitation, the right to make colour and finish selection with respect to the Property as hereinbefore provided or contemplated), and/or unilaterally declare this Agreement to be terminated and of no further force or effect, whereupon all deposit monies theretofore paid, together with all monies paid for Extras or changes to the Property, shall be retained by the Vendor as its liquidated damages and not as a penalty, in addition and without prejudice to any other rights or remedies available to the Vendor at law or in equity. In the event of the termination of this Agreement for any reason or event which is hereinbefore expressly provided or contemplated, then the Purchaser shall be obliged, if applicable, to forthwith vacate the Property, and shall execute such releases and any other documents or assurances as the Vendor may require, in order to confirm that the Purchaser, in accordance with the terms of this Agreement, does not have (nor could be deemed or construed to have) any interest whatsoever in the Property, the Lands and/or this Agreement, and in the event the Purchaser fails or refuses to execute same, the Purchaser hereby appoints the Vendor to be his lawful attorney in order to execute such releases, documents and assurances in the Purchaser's name, place and stead, and in accordance with the provisions of The Powers of Attorney Act and/or the Substitute Decisions Act, as amended, the Purchaser hereby declares that this power of attorney may be exercised by the Vendor during any subsequent legal incapacity on the part of the Purchaser.

- (b) The Purchaser acknowledges and agrees that notwithstanding any rights which he might otherwise have at law or in equity arising out of this Agreement, he shall not assert any of such rights, nor have any claim or cause of action (as a result of any matter or thing arising under or in connection with this Agreement) against any person, firm, corporation or other legal entity, other than the person, firm, corporation or legal entity specifically named or defined as the Vendor herein, even though the Vendor may be found to be a nominee or agent of another person, firm, corporation or other legal entity, and this acknowledgement and agreement may be pleaded as an estoppel and bar against the Purchaser in any action or proceeding brought by the Purchaser to assert any such rights, claims or causes of action.

23. Time shall be of the essence of this Agreement in all respects, and any waiver, extension, abridgement or other modification of any time provisions shall not be effective unless made in writing and signed by the parties hereto or by their respective solicitors who are hereby expressly authorized in that regard.
24. The Purchaser's covenants and agreements herein contained shall not merge on the Closing Date, but shall remain in full force and effect accordingly to their respective terms, notwithstanding the conveyance of title to the Property and the payment of the Purchase Price. The Purchaser agrees to give to the Vendor any further written assurances as to the non-merger of the Purchaser's covenants, on Closing, if so requested by the Vendor and/or the Vendor's solicitor.
25. The meanings of the words and phrases used in this Agreement and in any schedule annexed hereto shall have the meanings ascribed to them in the Act, unless this Agreement or the context otherwise requires a different meaning for same. This Agreement shall be read with all changes in gender and number required by the context. Any headings used throughout this Agreement are for use of reference only and shall not be deemed or construed to form a part of this Agreement.

26. **ASSIGNMENT AND RESALE:**

The Purchaser shall not assign or enter into any agreement providing for the assignment or sale of his interest under this Agreement of Purchase and Sale without the prior written consent of the Vendor. The Purchaser shall not advertise the sale of such interest to the general public until the expiration of one (1) year after the date of closing, unless the prior written consent of the Vendor is obtained.

In the event that the Purchaser receives an offer to purchase the Property from any other person at any time before the expiration of one (1) year after the date of closing, before accepting such offer, he shall first deliver an identical offer duly executed by him to the Vendor providing for the sale of the property to the Vendor together with a certified copy of the offer from the third party. Upon receipt of the third party's offer and the Purchaser's offer, the Vendor shall have **twenty (20) days** within which to either give written notice of its approval to permit the Purchaser to sell the property to the third party or accept the Purchaser's offer whereupon the Purchaser's offer shall constitute a binding Agreement of Purchase and Sale and shall be completed in accordance with its terms and provisions.

Assignment by Vendor - The Vendor shall have the right at any time prior to Closing to assign this Agreement of Purchase and Sale to any Company, Person, Persons, Firm or Corporation, either existing or to be incorporated, without the prior consent of the Purchaser and upon the Vendor giving the Purchaser a copy of such assignment whereby the assignee agrees to be bound by the terms of this Agreement of Purchase and Sale, the Vendor shall thereafter be free of all or any liability hereunder and the Purchaser agrees to complete the transaction as if such assignee were the Vendor named herein.

27. **RESTRICTIONS , WARNINGS ETC . PURSUANT TO SUBDIVISION AGREEMENT**

The Purchasers acknowledge having read the Restrictions, Warnings Etc. Pursuant to Subdivision Agreement attached hereto as Schedule "F".

28. This Agreement shall enure to the benefit of, and be binding upon, the parties hereto, and their respective heirs, executors, administrators, successor and permitted assigns.
29. The Purchaser acknowledges that the size of the dwelling unit as represented by the sale personnel is measured in accordance with industry standards and practice and, accordingly, may differ from measurements made using the Unit boundaries set out in the Declaration.
30. The Vendor and the Purchaser agree that the signing or initialing of an electronically transmitted fax copy of this Offer shall have the same effect as the signing or initialing of an original copy.

31. **ELECTRONIC REGISTRATION** - The closing of the transaction will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O. 1990, Chapter L4 and the *Electronic Registration Act*, R.S.O./S.O. 1991, Chapter 44, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the exchange of closing funds, non-registerable documents and other items (the "Requisite Deliveries") and the release thereof to the Vendor and Purchaser will (a) not occur at the same time as the registration of the Transfer/Deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) of the Vendor and the Purchaser receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the same lawyers. The Vendor and Purchaser irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers. The following terms and conditions shall form part of this Agreement:

- (a) The Purchaser shall retain a solicitor in good standing with the Law Society of Upper Canada to represent the Purchaser with respect to this Agreement;
- (b) The Purchaser shall direct his/her solicitor to execute an agreement as reasonably required by the Vendor's Solicitor (the "Solicitor Agreement") establishing the procedure for completion of this Agreement;
- (c) The Purchaser and Vendor acknowledge that the delivery of documents and/or money may not occur contemporaneously with the registration of the Transfer/Deed of Land and may be delivered in escrow pursuant to the Solicitor's Agreement;
- (d) If the Agreement cannot be completed in escrow pursuant to the Solicitor's Agreement, the Purchaser's solicitor shall attend at the offices of the Vendor's solicitor at such time as directed by the Vendor's solicitor or as mutually agreed upon to complete the Agreement; and
- (e) Tender shall have been validly made by the Vendor when the "Completeness Signatory" for the Transfer/Deed of Land has been electronically "signed" by the Vendor's solicitor and same shall be satisfactory evidence that the Vendor is ready, willing and able to complete the sale.

32. **ADDITIONAL FINANCIAL TERMS**

- (a) The Purchaser hereby agrees to submit, within fifteen (15) days following receipt of the acceptance of this Agreement, his/her social insurance number to the Vendor (if not already provided on page 1 hereof) so that the Vendor may, if applicable, issue the requisite tax forms for interest earned by the Purchaser on his/her deposit(s);
- (b) The Purchaser is hereby notified that a consumer's report containing credit and/or personal information may be referred to at any time in connection with this transaction and the Purchaser hereby consents to such report being obtained by the Vendor.
- (c) The Purchaser shall provide the Vendor and/or the Vendor's Solicitor, upon request, with written confirmation from the Purchaser's lender that the Purchaser has received mortgage approval for the purchase of the Property.
- (d) In the event that the Purchaser fails to submit the information, evidence and/or documents for approval within the time periods as hereinbefore set forth, and as often as the Vendor or the Vendor's solicitors shall require, or if the information, evidence and/or documentation submitted pursuant to the provisions of this Agreement or any amendment thereto is, in whole or in part, false or misleading, or if the Purchaser fails to disclose any relevant facts pertaining to his financial circumstances or abilities, then the Purchaser shall be deemed to be in default under this Agreement, and the default provisions of this Agreement shall apply.

Witness:

Purchaser:

Pages 3 and onwards to be attached

Municipal Address: (If Applicable)

Statement Of Critical Dates Delayed Closing Warranty

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

NOTE TO HOME BUYERS: Please visit Tarion's website: www.tarion.com for important information about all of Tarion's warranties including the Delayed Closing Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. You can also obtain a copy of the Homeowner Information Package which is strongly recommended as essential reading for all home buyers. The website features a calculator which will assist you in confirming the various Critical Dates related to the Closing of your purchase.

VENDOR Hallett Bronte Green Corporation

PURCHASER JUSTA SAMPLE

1. Critical Dates

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

the ____ day of _____, 201__.

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

the ____ day of _____, 201__.*

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

the ____ day of _____, 201__.*

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

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

the ____ day of _____, 201__.*

2. Notice Period for a Closing Delay

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

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

the ____ day of _____, 201__.

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

the ____ day of _____, 201__.

3. Purchaser's Termination Period

If the purchase of the home is not completed by the Outside Closing Date, then the Purchaser can terminate the transaction during a period of **30 days** thereafter (the "**Purchaser's Termination Period**"), which period, unless extended by mutual agreement, will end on: the ____ day of _____, 201__.

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

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

Acknowledged this ____ day of _____, 201__.

PURCHASER : _____

VENDOR : _____

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			
Hallett Bronte Green Corporation			
Full Name(s)			
47906	4610 Cornerstone Dr		
Tarion Registration Number	Address		
(905) 332-5542	Burlington	Ontario	L7M 0C9
Phone	City	Province	Postal
(855) 420-1617	<u>info@halletthomes.com</u>		
Fax	Email*		
PURCHASER			
Full Name(s)			
Address			
Phone	City	Province	Postal
Fax	Email*		
PROPERTY DESCRIPTION			
Municipal Address			
City	Province	Postal Code	
Short Legal Description			
Number of Homes in the Freehold Project: ___ (if applicable - see Schedule A)			
INFORMATION REGARDING THE PROPERTY			
The Vendor confirms that:			
(a) The Property is within a plan of subdivision or a proposed plan of subdivision.	<input checked="" type="radio"/>	Yes	<input type="radio"/> No
If yes, the plan of subdivision is registered.	<input type="radio"/>	Yes	<input checked="" type="radio"/> No
If the plan of subdivision is not registered, approval of the draft plan of subdivision has been given.	<input checked="" type="radio"/>	Yes	<input type="radio"/> No
(b) The Vendor has received confirmation from the relevant government authorities that there is sufficient:			
(i) water capacity, and (ii) sewage capacity to service the Property.	<input checked="" type="radio"/>	Yes	<input type="radio"/> No
If yes, the nature of the confirmation is as follows: By Subdivision Agreement			
If the availability of water and sewage capacity is uncertain, the issues to be resolved are as follows:			
Municipally serviced, per Developer and Consulting Engineer.			
(c) A building permit has been issued with respect to the Property.	<input type="radio"/>	Yes	<input checked="" type="radio"/> No
(d) Commencement of Construction: <input type="radio"/> has occurred; or <input checked="" type="radio"/> is expected to occur by November 24, 2014			
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.			

INDIVIDUAL IDENTIFICATION INFORMATION RECORD
Information required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act.*

Vendor: **Hallett Bronte Green Corporation** Lot/Suite #: _____ Phase/Tower: _____ Plan No.: _____

Transaction Property Address: _____ in the **Town of Oakville**

Date of Offer: _____ Sales Representative: _____

Verification of Individual

1. Full Legal Name of Individual: _____
2. Address: _____
3. Date of Birth: _____
4. Principal Business or Occupation: _____
5. Identification Document (must see original): _____
6. Document Identification Number: _____
7. Issuing Jurisdiction: _____
8. Document Expiry Date (must not be expired): _____

NOTE: This section must be completed for each purchaser. If the individual refuses to provide information must make a record of same detailing what efforts were made to get such information.

Acceptable Identification Documents: birth certificate, driver's licence, passport, record of landing, permanent resident card, old age security card, certificate of Indian Status or SIN card (although SIN numbers are NOT to be provided to FINTRAC). If the identification is from a foreign jurisdiction should be equivalent to one of the above noted documents. Provincial health card NOT an acceptable form of identification.

Verification of Third Parties (if applicable)

Note: Must be completed with a client or unrepresented individual if acting on behalf of a third party. If you suspect the client is acting on behalf of a third party but cannot verify same you must keep record of that fact.

1. Name of third Party: _____
2. Address: _____
3. Date of Birth: _____
4. Principal Business or Occupation: _____
5. Incorporation number and place of issue (corporations/other entities only) _____
6. Relationship between third party and client: _____

Client Risk

Determine the level of risk of a money laundering or terrorist financing offence for this client by checking one of the boxes below:

Low Risk

- Canadian Citizen/Resident (physically present or not)
- Canadian Citizen/Resident High Crime Area (no other risk factors evident)
- Foreign Citizen/Resident that does not operate in a High Risk Country (physically present or not)
- Other (explain below)

Medium Risk

- Explain below

High Risk

- Foreign Citizen/Resident that operates in a High Risk Country (physically present or not)
- Other (explain below)

Explain

If no box is appropriate the agent will need to provide a risk assessment of the client in the space provided above.

RECEIPT OF FUNDS RECORD

Information required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act.*

Vendor: **Hallett Bronte Green Corporation**

Lot/Suite #: Phase/Tower: Plan No.:

Transaction Property Address: in the **Town of Oakville**

Date of Offer:

Sales Representative:

1. Amount of Funds Received: _____ Currency: _____

2. Method of Payment: Cheque Certified Cheque Cash Other

(a) If cash, indicate method of receipt (i.e. in person, mail, courier): _____

(b) If cheque:

Number of account: _____

Financial Institution: _____

Name of account holder: _____

3. Date of Receipt of Funds: _____

4. Account where funds were deposited:

Number of account: _____

Type of account: _____

Name of Account holder: **Hallett Bronte Green Corporation**

5. Purpose of Funds: _____

6. Other details concerning receipt of funds: _____

Note: We do NOT accept cash in excess of \$7,500.00 Canadian

Note: If you receive funds from someone other than the purchaser(s) on the Agreement of Purchase and Sale the record must be filled out for the individual/entity that provides you with the deposit monies

REFERRAL AGREEMENT

LOT #: _____

PLAN #:

STREET: _____

MUNICIPALITY:
Town of Oakville

PURCHASER: _____

CLOSING DATE: _____

VENDOR: Hallett Bronte Green Corporation

REFERRING BROKER OR SALESPERSON

SALES REPRESENTATIVE: _____

REFERRING BROKER: _____

ADDRESS: _____

TELEPHONE # _____

REFERRAL FEE: _____

Upon the successful completion of the sale of the above noted property by the Vendor to the Purchaser(s) and receipt of the referral fee plus applicable harmonized sales tax by SPECTRUM REALTY SERVICES INC., shall pay the referral fee plus harmonized sales tax to the Referring Broker.

REFERRING BROKER _____, 2019

SPECTRUM REALTY SERVICES INC. _____, 2019
SITE SALESPERSON

Schedule "C"

Condition - Financing (If Applicable)

This Agreement of Purchase and Sale shall be subject to and conditional upon the following condition being fulfilled within the time prescribed herein, which condition has been inserted for the protection of the Purchaser and which condition may be waived by the Purchaser by giving notice in writing to such effect, within the time prescribed herein, namely:

1. That the Purchaser is successful in securing a mortgage commitment within FIVE (5) days of acceptance of this Agreement, to assist in the financing of his/her/their purchase of the subject property.

CONDITION PRECEDENT

2. Unless the Purchaser notifies the Vendor prior to the date set out in the above condition, advising the Vendor that such condition has not been, nor cannot be satisfied, the Purchaser shall be deemed to have waived such condition and such condition shall be considered as having been fulfilled.
3. The Purchaser undertakes and agrees to act promptly, fairly and expeditiously in providing any and all relevant information, financial statements, completing any required forms and documents necessary to process fulfillment of the above-mentioned condition, providing the Vendor with evidence in that regard together with any notice or notices of non-fulfillment.
4. In the event the Purchaser notifies the Vendor within the time prescribed above of the Purchaser's inability to fulfil the above condition, the Vendor shall have the option, to be exercised within **five (5) days** of such notification, to satisfy such condition, in which event the condition shall be deemed to have been fulfilled and the transaction shall be completed accordingly.
5. Provided further that the Vendor shall continue to Offer the property for sale and, in the event he receives another Offer satisfactory to him, he may so notify the Purchaser in writing by delivery to the Purchaser or his agent.

The Purchaser shall have 24 hours from the giving of such notice to waive this condition by notice in writing delivered to the Vendor, failing which this Offer shall be null and void, and the Purchaser's deposit returned in full without interest and the Vendor shall be at liberty to accept a new Offer.

Dated at _____, Ontario this the ____ day of 20__

Witness:

Purchaser:

Date

Hallett Bronte Green Corporation

Per: _____
VENDOR A.S.O.

Date

Schedule "D"

Condition - Solicitor ' s Approval (If Applicable)

This Agreement of Purchase and Sale is conditional upon the approval of the Solicitor acting on behalf of the Purchaser within FIVE (5) days from the date of acceptance of this agreement. Failing written notice by either the Purchaser or the Purchaser's solicitor within the aforementioned time period, this Condition shall be considered automatically waived. This provision is for the sole benefit of the Purchaser. If there are any objections or concerns raised in this regard, notice in writing must be received within in aforementioned FIVE (5) day period.

Dated at _____, Ontario this the ____ day of 20__

Witness:

Purchaser:

Date

Hallett Bronte Green Corporation

Per: _____
VENDOR A.S.O.

Date

Initials: _____

CORPORATION OR OTHER ENTITY IDENTIFICATION INFORMATION RECORD

Information required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*.

Vendor: **Hallett Bronte Green Corporation**

Lot/Suite #: Phase/Tower: Plan No.:

Transaction Property Address:

in the **Town of Oakville**

Date of Offer:

Sales Representative:

Verification of Corporation

1. Name of Corporation: _____
2. Corporate Address: _____
3. Principal Business: _____
4. Name of Directors (as set out Form 1 or articles of incorporation) **MUST KEEP COPY OF RECORD USED:**

5. Verification of Existence of Corporation (certificate of corporate status, published annual report, government notice of assessment) **MUST KEEP COPY OF RECORD USED:**

6. Registration number of Corporation: _____
7. Copy of corporate record showing authority to bind the corporation (e.g. certificate of incumbency, articles of incorporation, by-laws): _____

Verification of Partnerships, Trusts or Other Entity

1. Name of other Entity: _____
2. Address: _____
3. Principal Business: _____
4. Verification of existence of Entity (i.e. partnership agreement, articles of association) **MUST KEEP COPY OF RECORD:**

5. Registration Number (if applicable): _____

Verification of Third Parties (if applicable)

Note: Must be completed when a client is acting on behalf of a third party. If you suspect the client is acting on behalf of a third party but cannot verify same you must keep record of that fact.

1. Name of third Party: _____
2. Address: _____
3. Date of Birth: _____
4. Principal Business or Occupation: _____
5. Incorporation number and place of issue (corporations/other entities only) _____
6. Relationship between third party and client: _____

Client Risk

Determine the level of risk of a money laundering or terrorist financing offence for this client by checking one of the boxes below:

Low Risk

- Canadian Corporation/Entity
- Foreign Corporation/Entity that does not operate in a High Risk Country (physically present or not)
- Other (explain below)

Medium Risk

- Explain below

High Risk

- Foreign Corporation/Entity that operates in a High Risk Country (physically present or not)
- Other (explain below)

Explain

If no box is appropriate the agent will need to provide a risk assessment of the client in the space provided above.



**Amendment to the Agreement of Purchase and Sale
(To Add Design Centre Options)**

REGARDING PROPERTY KNOWN AS LOT NO.: _____ PLAN NO.: _____

MODEL: _____

CLOSING: _____

VENDOR: _____

PURCHASER(S): _____

DATE OF OFFER: _____

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:

INSERT:

Dated at _____ the _____ day of _____.

Witness

Purchaser

Purchaser

Dated at _____ the _____ day of _____.

Per:

Hallett Bronte Green Corporation

Initials _____/_____



Agreement for Options and Extras – Terms and Conditions (Design Centre)

REGARDING PROPERTY KNOWN AS LOT NO.: _____ PLAN NO.: _____
MODEL: _____
CLOSING: _____
VENDOR: _____
PURCHASER(S): _____
DATE OF OFFER: _____

For good and valuable consideration, the parties agree and acknowledge as follows:

All prices quoted are inclusive all applicable taxes and rebates.

Design Centre incentives given at the time of sale have no cash value.

Notwithstanding the signing of this request by Vendor and Purchaser, Vendor may elect at any time not to proceed with any or all optional extras, in the event of such election, the moneys paid for any extras not proceeded with shall be returned to the Purchaser as an adjustment upon closing. The cost of extras is non-refundable in all other circumstances, except in accordance with Tarion requirements under the Ontario New Home Warranty Plan Act.

All charges for options and extras are in addition to and not included in the purchase price otherwise shown in the Agreement of Purchase and Sale between the parties for the real property and dwelling noted above. All Option and Extra charges shall be added to the Purchase Price in the statement of adjustments pursuant to which the purchase transaction will be completed. The Agreement for Options and Extras prevails over any other representations made outside this Agreement. If an extra or option is omitted from the completed Dwelling, for any reason whatsoever, the Purchaser shall be credited with the amount which the Purchaser was charged for such extra and this credit shall be the limit of the Vendor's liability. All Options and Extras will be subject to HST and Land Transfer Tax.

Payment must be made at the time of signing the Agreement for Options and Extras. Options and Extras cannot be changed or cancelled. The Purchaser acknowledges that at the time of signing the Agreement for Options and Extras, all Options and Extras are final.

Should a selection be unavailable, the Purchaser agrees to make an alternate selection from Vendor's samples of equivalent value. The Purchaser has the option to upgrade original selections at their expense, subject to Vendor's approval. Re-selection must be made within three (3) days following notice delivered in accordance with the Agreement of Purchase and Sale between the parties. If a selection is not made by the purchaser within those three (3) days the Vendor has the right to make a selection on behalf of the Purchaser, or in the Vendor's sole and unfettered discretion, elect not to complete the extra or upgrade in question.

Colour and grain variations are natural characteristics to the Vendor samples. Therefore, due to variances in manufacturing, we do not guarantee identical matching to showroom samples. Purchaser acknowledges that all prices in the Agreement for Options and Extras are subject to review by the Vendor head. Pricing in the Agreement for Options and Extras will match the pricing provided to the Purchaser at the time that they are contacted to book their Design Centre appointment, except where the cost to the Vendor for such options has in the interim been increased by suppliers. The Purchaser will be notified of any discrepancies in pricing (either negative or positive) and will be charged or credited appropriately.

1st Payment Option by way of amending Agreement of Purchase and Sale: A minimum of \$1,000.00 of Options and Extras must be ordered (not including any incentives as part of the original Agreement of Purchase and Sale), and may be added to the purchase price of the Agreement of Purchase and Sale. This option requires a minimum deposit payment of 50% of the Total Cost of Optional Extras upon signing of the Agreement for Options and Extras. Deposit payment shall be made by Cheque or Bank Draft.

2nd Payment Option by way of Cheque, Bank Draft: Full Payment of the Total Cost of Options and Extras in 2 installments as follows:

1st instalment: 50% of the Total Cost of Optional Extras is required at time of signing the Agreement for Options and Extras

2nd Instalment: 50% of the Total Cost of Optional Extras is due on the date that is 4 months prior to original Closing Date or 2 months following appointment date, or whichever date comes first.

Purchaser acknowledges having read and understood the terms and conditions on this Agreement for Options and Extras and has confirmed all optional extras are correct. Failure by the Purchaser to fulfill all of the Purchaser's obligations hereunder shall constitute a fundamental breach of the Agreement of Purchase and Sale, this Agreement for Options and Extras, and any other agreements between the parties in respect of the above-noted real property and dwelling.

The Purchaser acknowledges and agrees that in the event that any or all instalments are not paid as described in the two (2) options listed above, the Vendor reserves the right to not complete any or all Options and Extras selected at Vendor's sole discretion, without refund of amount already paid.

The Purchaser agrees to the costs as set out on the Customer Request for Extras attached hereto and requests the Vendor to proceed under the above terms and conditions.

Dated at _____ the _____ day of _____.

Witness Purchaser

Purchaser

Dated at _____ the _____ day of _____.

Hallett Bronte Green Corporation

Initials _____/_____



Exterior Colour Package Preference Form

REGARDING PROPERTY KNOWN AS LOT NO.: _____ PLAN NO.: _____

MODEL: _____

CLOSING: _____

VENDOR: _____

PURCHASER(S): _____

DATE OF OFFER: _____

Purchaser acknowledges and agrees (i) that the foregoing is a statement of preference only and does not infer any entitlement to said selection, as of right: ii) that Hallett Bronte Green Corporation does not guarantee that any Exterior Colour Preference indicated by the Purchaser will be accommodated; and (iii) that Hallett Bronte Green Corporation reserves the right to choose an alternative Exterior Colour Package if, in its sole discretion, Hallett Bronte Green Corporation considers the above listed preference to be in violation of Architectural Control Guidelines, as defined by Hallett Bronte Green Corporation and updated from time to time, or otherwise not suitable for the above noted property.

Dated at _____ the _____ day of _____.

Witness

Purchaser

Purchaser

Dated at _____ the _____ day of _____.

Per:

Hallett Bronte Green Corporation

Initials _____/_____

