



# EAGLE WOODS SUBDIVISION - AJAX

## AGREEMENT OF PURCHASE AND SALE

### 1. Offer to Purchase:

- (a) The undersigned Purchaser (herein called "Purchaser") hereby agrees to and with **JOHN BODDY DEVELOPMENTS LTD.** (herein called the "Vendor") to purchase the land ("the "Land") consisting of **Lot No. \_\_\_\_\_, Plan \_\_\_\_\_** in the Town of Ajax and the Dwelling to be completed thereon (municipally known as, Ajax) at the price and on the terms set out herein.

### (b) Type of Dwelling:

The Vendor agrees to complete upon the Land a dwelling, being the Vendor's Dwelling type designated as Model Type, 2 ELEVATION: 2 MAIN FLOOR: TBA, SECOND FLOOR: TBA, WALK-OUT: 2 GARAGE: ", to be constructed in accordance with the Vendor's plans for that dwelling type (which the Purchaser acknowledges having viewed in the Vendor's sales office) and the descriptions, floor plans and specifications set out in Schedule "I" hereto.

2. Purchase Price: The Purchase Price for the Land and Dwelling is (the "Purchase Price"), subject to adjustments as provided for in this agreement, and is payable to the Vendor, or as the Vendor may otherwise direct, in the following manner and at the following times as follows:

### (a) Deposits:

The following amounts shall be payable by the Purchaser as deposits (the "Deposits") to be applied to the Purchase Price on closing:

(i) the sum of FIFTY THOUSAND CANADIAN DOLLARS (\$50,000.00) as a deposit (the "First Deposit") to be delivered by a current dated cheque payable to the Vendor and accompanying this Agreement; and

(ii) the sum of TWENTY-FIVE THOUSAND CANADIAN DOLLARS (\$25,000.00) as a further deposit (the "Second Deposit") payable to the Vendor by cheque accompanying this Agreement which cheque may be a post-dated not more than ninety (90) days after the date of this Agreement.

(iii) the sum of TWENTY-FIVE THOUSAND CANADIAN DOLLARS (\$25,000.00) as a further deposit (the "Third Deposit") payable to the Vendor by cheque accompanying this Agreement which cheque may be a post-dated not more than ninety (180) days after the date of this Agreement.

- (b) Any acceptance of this Agreement by the Vendor is conditional upon the cheque for the First Deposit, if by uncertified cheque, being honoured by the Purchaser's bank. The Deposits shall be credited to the Purchase Price on Closing, but shall be returned to the Purchaser without interest or deduction if this Agreement is not accepted or if this Agreement is terminated for a cause other than a default of the Purchaser. In the case of default or breach of this Agreement by the Purchaser, including any default in payment of the Second Deposit (and, in such case, the Purchaser shall have a cure period of three (3) business days, after delivery of written notice of such default from the Vendor to replace the cheque for the Second Deposit if it is not honoured by the Purchaser's bank), the Deposits and any other amounts paid by the Purchaser to the Vendor shall be forfeited to the Vendor as liquidated damages and not as penalty and without prejudice to any other right, cause of action or remedy to which the Vendor may be entitled. Written notice of the failure of the Purchaser's bank to honour the cheque for the Second Deposit shall be effective if sent by email or fax to the Purchaser's email address or fax number set out herein, or by letter delivered to the Purchaser at the Purchaser's address set out herein or if sent by letter, emailed or faxed, by the Vendor or Vendor's solicitors to the Purchaser's solicitors and shall be deemed to have been received by the Purchaser on the date of the email or fax transmission or the date of delivery to the Purchaser's address set out herein, whichever is applicable.

- (c) Balance on Closing and Adjustments: By payment of the balance of the Purchase Price by the Purchaser to the Vendor by certified cheque or bank draft on the Closing Date. The balance due on Closing shall be subject to the usual adjustments including realty taxes and any other Closing adjustments set out in this Agreement. The Purchaser will pay as a Closing adjustment the fees payable in respect of the enrolment of the Dwelling under the Ontario New Homes Warranties Plan Act, and any other amounts payable to the Vendor pursuant to this agreement, including pursuant to any Schedules hereto.

- (d) Vendor's Lien: The Vendor shall have a vendor's lien for the balance of the Purchase Price and interest thereon, which may be reserved to the Vendor in the transfer to the Purchaser and shall be discharged upon receipt by the Vendor of the full Purchase Price with any interest thereon payable as above provided.

**\*For Vendor's Solicitor see Page**

Witness Initial: \_\_\_\_\_

Purchaser Initial: \_\_\_\_\_

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

### 3. **Closing:**

- (a) The transaction of Purchase and Sale is to be completed on the day of (the “Closing Date” or “Closing”). The parties acknowledge and confirm that the required Tarion Addendum to Agreement of Purchase and Sale (Freehold Form – Firm Closing Date) (the “Tarion Addendum”) and the required Statement of Critical Dates (Freehold Form – Firm Closing Date) form an integral part of this Agreement.

In the event the Vendor shall not be able to complete construction of the Dwelling prior to the Closing Date, the Vendor shall have the right to extend the Closing Date in accordance with Sections 3, 4 or 5 of the Tarion Addendum, whichever may be applicable.

- (b) The Dwelling shall be deemed to be completed when the Dwelling has been approved for occupancy by the Town of Ajax notwithstanding that there remains non-substantial interior work and/or any exterior work to be completed including, but not limited to paving, walkways, decks, driveways, painting, grading, sodding and landscaping. The Vendor shall, on or before Closing, deliver to Purchaser the final certificate, the Occupancy Permit or the signed written confirmation of the Vendor, whichever is applicable, required under Section 9(a) of the Tarion Addendum.
- (c) If the Dwelling has been approved for occupancy by the Town of Ajax on or before the Closing Date and the Vendor has complied with its obligations under Section 9(a) of the Tarion Addendum, the Purchaser shall close the transaction in accordance with the provisions of this Agreement and the Vendor agrees to complete any outstanding details of construction required by this Agreement within a reasonable time thereafter having regard to weather conditions and availability of supplies and labour.
- (d) The Purchaser is notified that although the Subdivision Agreements (as hereinafter defined) may require the issuance of an Occupancy Permit, the practice of the Municipality may be such that oral consent to occupancy is given and that formal consent is given at some later time, including formal release with reference to other matters referred to in the Subdivision Agreements. The Vendor shall not be obligated as of Closing to provide a formal occupancy permit but shall otherwise comply with its obligations under Section 9(a) of the Tarion Addendum and the Purchaser shall complete this transaction in accordance with the terms of this Agreement.
- (e) The Purchaser acknowledges that certain external work to the Property such as grading, paving, sodding, exterior painting and/or repair cannot be undertaken until weather conditions permit and that failure to complete all exterior work or non-substantial interior work shall not be deemed to be a failure to complete the Dwelling. The Purchaser further acknowledges that in order to allow for natural settlement of the driveway, the Vendor will not pave the driveway until at least one year after the Closing Date.
- (f) **Transfer:** The transfer shall be registered at the expense of the Purchaser, who shall also pay all applicable land transfer taxes. The Vendor will provide evidence that it is not a non-resident for purposes of and with the meaning of Section 116 of the *Income Tax Act of Canada* and that the transaction complies with the provisions of the *Family Law Act of Ontario*. The Purchaser will advise the Vendor’s solicitors, at least fifteen (15) days prior to Closing, of the Purchaser’s date of birth.
- (g) **Keys:** The Purchaser agrees that, at the option of the Vendor, keys to the Dwelling shall be released to the Purchaser at either the Vendor’s Sales Office or building site immediately after Closing. The Purchaser further acknowledges that the delivery of keys shall not be a requirement of tender in this transaction and that tender upon the Purchaser shall be deemed to have been validly effected notwithstanding that keys are not produced.
- (h) **No Holdback:** No amount shall be deducted or held back by the Purchaser in respect of any work not completed by the Vendor or as a security for completion thereof or for any other purpose whatsoever.

### 4. **Financing:**

The Purchaser represents that the Purchaser is capable of obtaining such mortgage financing as the Purchaser requires to enable the Purchaser to pay the balance due on the Closing Date (the “Purchaser’s Financing”) or does not require any financing to complete the purchase. Within ten (10) days after the acceptance of this Agreement, the Purchaser shall deliver to the Vendor satisfactory evidence that the Purchaser is pre-approved for Purchaser’s Financing by a bank, trust company or other financial institution. The Purchaser shall also deliver to the Vendor not later than fifteen (15) days prior to Closing Date a mortgage commitment from a bank, trust company or other financial institution which evidences that the Purchaser has been approved for Purchaser’s Financing.

Alternatively, the Purchaser shall deliver to the Vendor within ten (10) days after the acceptance of this Agreement, and again not later than fifteen (15) days prior to the Closing Date, satisfactory evidence from a bank, trust company or other financial institution, indicating that the Purchaser has sufficient funds and is able to close this transaction without registering a mortgage against the Land. If the Vendor determines in its sole and unfettered discretion that the evidence provided to it is insufficient for the purposes of closing the transaction on the Closing Date, the Purchaser shall deliver a mortgage commitment from a bank, trust company or other financial institution evidencing that the Purchaser has been approved for Purchaser’s Financing within ten (10) days of request by the Vendor.

Witness Initial: \_\_\_\_\_

Purchaser Initial: \_\_\_\_\_

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

The failure of the Purchaser to comply with the above-noted provisions shall constitute a default under this Agreement in which event the Vendor shall have the right to terminate this Agreement by written notice to the Purchaser or its solicitors. Upon such termination, the Deposit shall be forfeited as liquidated damages and not as penalty and without prejudice to Vendor's right to recover from the Purchaser all additional losses and damages which the Vendor may suffer or incur as a result of such default.

The Vendor shall have no obligation to consent to any extension of the Closing Date that may be requested by the Purchaser by reason of the Purchaser's failure or inability to obtain Purchaser's Financing. In the event the Vendor, in its sole, absolute and unfettered discretion, consents to any such request for an extension of the Closing Date (the "Extended Closing Date"), such consent, if granted, shall be subject to the following conditions:

- (a) the Extended Closing Date will not be more than seven (7) days after the fixed Closing Date specified in this Agreement;
- (b) the Purchaser shall pay to the Vendor upon acceptance of such request:
  - (i) an additional deposit of \$20,000.00 payable to the Vendor by certified cheque or bank draft;
  - (ii) interest on the balance of the Purchase Price due on Closing at the rate of 6% per annum calculated from the Closing Date to the Extended Closing Date;
  - (iii) an additional amount of \$300.00 per week calculated from and including the Closing Date to and including the Extended Closing Date to compensate the Vendor for its out of pocket expenses for utilities, insurance, maintenance and other costs;
  - (iv) the sum of \$300.00 plus HST to compensate the Vendor for its legal fees relating to such requested extension.
- (c) all Closing adjustments shall remain calculated as and from the Closing Date specified in this Agreement; and
- (d) time shall remain of the essence with respect to the Extended Closing Date and all other terms and conditions of this Agreement shall remain the same.

#### **5. Conditions:**

- (a) **Planning Act Compliance:** This Agreement is to be effective only if the provisions of Section 50 of the Planning Act (Ontario) are complied with.
- (b) **Early Termination Conditions:** This Agreement is conditional until \_\_\_\_\_ in order for the Vendor to obtain the Approval of the Town of Ajax (i) the siting of the Dwelling to be constructed upon the Land, including elevations, (ii) the Model Type of Dwelling (as described in Section 1(b) hereof to be constructed upon the Land and (iii) the exterior colour schemes and finishes of the Dwelling to be constructed upon the Land (as described in Schedule "I" hereto).

The above Early Termination Conditions are for the benefit of both the Vendor and the Purchaser and cannot be waived by either party. The Vendor shall provide written notice of the satisfaction or non-satisfaction of the Early Termination Conditions in accordance with the requirements of Section 6 of the Tarion Addendum.

#### **6. Construction of Dwelling:**

(a) **Variation from Models:** The Purchaser also acknowledges that the Vendor's display model may contain, for display and information purposes, certain special and decorator items available on certain models only if expressly specified and at extra cost and that these extra cost options are not included in the Purchase Price unless expressly specified in a Schedule to this Agreement. The Purchaser acknowledges that in the case of any discrepancy between the Vendor's standard plans or display model on the one hand and the descriptions, floor plans and specifications set out in Schedule "I" and any additional Schedules to this Agreement specifying special changes, omissions or additions, on the other hand, the latter are to govern. Furthermore, the location, size and number of mechanical boxes, floor/wall vents and electrical receptacles/switches may vary from the model homes.

(b) **Minor Variations and Substitution of Materials:** The Vendor shall have the right to make minor changes in the plans and specifications for the Dwelling which become necessary or which the Vendor considers to be desirable improvements and shall have the right to substitute items and materials, including exterior brick, stone and finishes, of equal or better quality for those specified in the event any selected items or materials, including exterior brick, stone and finishes have been discontinued by manufacturers or are otherwise not available.

Witness Initial: \_\_\_\_\_

Purchaser Initial: \_\_\_\_\_

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

(c)**Variations in Colours, Finishes, etc.:** The Purchaser acknowledges and accepts that variations in colours, shade of colours and textures of materials from the Vendor's samples may occur in finishing materials, kitchen and vanity cabinets and fixtures and floor and wall finishes due to normal production processes. Furthermore, marble/granite/agglomerates are natural stone and it is normal for veins and/or small cracks to develop. The Purchaser acknowledges and agrees that the Vendor is not responsible for variances in colours, shades of colours, and textures of materials, or for veins/small cracks in the natural stone. Materials and colours will be as close as possible but not necessarily identical to the Vendor's samples. A wood product, such as a cabinet door or hardwood floors, are a natural product and hence, there will be variation in the grain, colour and texture within the same piece of wood and surrounding pieces of wood. The Purchaser acknowledges and agrees that the Vendor is not responsible for a variation in grain, colour or texture of wood products.

(d)**Dimensions Not Exact:** The Purchaser acknowledges that all dimensions referred to in the Schedule "I", promotional material, brochures, Schedule I and other information material prepared by or on behalf of the Vendor are structural dimensions and are approximate only and may be subject to minor variances. They are quoted as a convenience to our potential Purchasers and are not meant to be exact. The exact square footage of the Dwelling will vary according to many factors. Bulkhead and boxes may be constructed in any location for the installation of mechanical components such as, duct work and plumbing pipes. In these rooms the ceiling height will be lower than the nine foot or eight foot ceilings as noted in Schedule I or promotional materials or brochures. The location and size may vary from those shown in the model homes. Sales prices are not determined based solely on square footages.

(e)**Subdivision Services:** The Dwelling will be fully serviced with paved road access, paved driveway, street lights, hydro, water, gas and sanitary and storm sewers. Rear rain water downspouts may or may not be connected to storm sewers as per the approved engineering plans.

(f)**Reverse Image:** The Vendor shall be permitted to laterally reverse (mirror image) the floor plan of the Dwelling to be constructed without any right of abatement of the Purchase Price and in full satisfaction of the Vendor's obligation as to construction of the Dwelling unit type hereinbefore described.

(g)**Steps, Walkups:** Further, in the event the Vendor determines, at its sole discretion, to construct the Dwelling unit at a grade level different than as depicted in the Sales brochures, renderings and other Plans and Specifications theretofore reviewed and approved by the Purchaser, necessitating a step or series of steps to the front door, within the front porch, in the Foyer, side door, rear door, or any door from the garage to the interior of the dwelling, 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 obligations as to construction of the Dwelling unit type hereinbefore described.

(h)**Subdivisional Models:** The Purchaser further acknowledges that all promotional and other material, including sketches, plans, renderings and drawings related to the Dwelling, the model homes and subdivision areas in the vicinity of the Land are of a conceptual nature only and that the Vendor may in future amend its plans from time to time in any manner whatsoever.

(i)**No Credit for Deletions:** The Purchaser acknowledges and agrees that there shall be no reduction in the Purchase Price or credit for any standard feature listed in Schedule "I" which is deleted at the Purchaser's request.

(j)**Hot Water Tank:** By entering into this Agreement of Purchase and Sale, the Buyer acknowledges and agrees that (i) the water heater to be installed in the home will be a rental unit, rented by the Buyer from Enercare Home and Commercial Services Limited Partnership ("Enercare") pursuant to a rental contract with Enercare, and (ii) by entering into this Agreement of Purchase and Sale, the Buyer does hereby enter into a rental agreement with Enercare on the terms and conditions described in the information contained in the schedule to this Agreement of Purchase and Sale.

(k) **Selection of Colour and Materials:** The colour selection of all exterior materials including paint, bricks, stone and other finishes shall be determined by the Vendor to conform with the colour scheme approved by the Vendor's architect and by the Municipality. If, in the opinion of the Vendor, the stage of completion of the Dwelling permits, the Purchaser may select interior colours and materials from the Vendor's samples, all such selections to be made at the time of the Purchaser's appointment with the Vendor's colour consultant, the date and time of such appointment to be determined by the Vendor and communicated to the Purchaser. If the Purchaser does not appear for such colour appointment at the time and place designated by the Vendor and subsequently refuses to appear for any and all rescheduled appointments, then the Vendor shall have the right, in its sole discretion, to (i) make the necessary selections in order to maintain the construction schedule or (ii) elect to treat the Purchaser's default as a wrongful repudiation of this Agreement by the Purchaser and terminate this Agreement by written notice to the Purchaser or its Solicitors whereupon the Vendor shall be entitled to retain the Deposit and all amounts paid for extras and/or upgrades as liquidated damages and not as penalty and without prejudice to the Vendor's right to recover any additional losses and damages which Vendor may suffer or incur as a result of Purchaser's default. If any interior or exterior selection made by the Purchaser is not reasonably available during construction, the Vendor shall notify the Purchaser and provide an opportunity to the Purchaser to make or approve an alternate selection of at least equal quality from the Vendor's samples, providing the Purchaser responds in a timely fashion in order to maintain the construction schedule. If the Purchaser has not finalized and made applicable payment for the selections within five (5) days of notification by the Vendor in the case of original selections, or five (5) days of notification in the case of an alternate selection, the Vendor may exercise all of the Purchaser's rights to colour and material selections and such selections by the Vendor shall be binding upon the Purchaser. If the Purchaser fails to respond, the Purchaser shall accept any colour selections that are determined by the Vendor and there shall be no abatement in the Purchase Price.

Witness Initial: \_\_\_\_\_

Purchaser Initial: \_\_\_\_\_

- (l) **Construction Liens:** All *Construction Lien Act* claims for materials or services supplied to the Vendor shall be the responsibility of the Vendor.

7. **Ontario New Home Warranty:**

- (a) **New Home Warranty:** The Dwelling shall be warranted to the Purchaser in accordance with the *Ontario New Home Warranties Plan Act (the "Act")*. The Purchaser acknowledges that there are no representations or warranties of the Vendor, in respect of any aspect of construction, other than those expressed in this Agreement, and that this Agreement may be varied or any obligations of the Vendor extended only by an express written amendment to this Agreement signed by the Vendor and the Purchaser.
- (b) **Completion Inspection:** The Vendor agrees to make available, and the Purchaser agrees to meet, a representative of the Vendor prior to Closing, during normal business hours, to inspect the Land and verify that the Dwelling has been completed in accordance with the provisions of this Agreement. The Vendor shall notify the Purchaser of the date and time of such inspection. Only individuals listed as purchasers or their designate will be permitted to attend the pre-delivery inspection. Individuals not listed as either purchasers or designate will not be permitted access. If there is any deficient or uncompleted work remaining at the time the Purchaser conducts the required pre-closing final inspection of the Dwelling, such items shall be listed on the form of Certificate of Completion and Possession (the "Certificate") required to be completed pursuant to the provisions of the Act, which the Purchaser covenants to execute, and sign. This Certificate, when executed by the Vendor, together with the warranty itself under the Act, shall constitute the Vendor's only undertaking to remedy or complete the Dwelling. The Vendor shall perform the work listed on the Certificate as soon as it is reasonably practicable after Closing, having regard to weather conditions and the availability of supplies and labour.
- (c) **Certificate of Completion and Possession:** The Purchaser acknowledges and agrees that notwithstanding anything to the contrary herein contained, the Purchaser will not be permitted to take occupancy of the Dwelling, and the Vendor shall have no obligation to close the transaction of Purchase and Sale herein provided for, unless and until the Purchaser executes the said Certificate, and in addition to, and without limiting the recourse to any other right, cause of action and/or remedy which the Vendor may have under this Agreement, at law and/or in equity, the Vendor may terminate this Agreement and the Vendor shall be entitled to retain that portion of the deposit which has to that point been paid as liquidated damages and not as a penalty and the Purchaser shall have no further right or interest in the Land or the Dwelling.

8. **Entry by Vendor and Representatives:**

- (a) The Purchaser further agrees with the Vendor that the Vendor and/or its representatives shall have the right to enter the Dwelling and the Land after Closing in order to complete any of the items so listed, provided that if the Purchaser fails or refuses to permit the Vendor and/or its representatives such entry, the Vendor's obligations hereunder shall terminate and be at an end. In the event the Vendor does any additional work, in its discretion, it shall not be deemed to have waived the provisions of this Section 8 or otherwise enlarged its obligations hereunder.
- (b) Notwithstanding the Closing of this transaction, the Purchaser hereby shall not obstruct or interfere in any way with the Vendor, the Municipality, the Regional Municipality, the Public Utilities, the Telephone and/or Cable company or persons authorized by any of them, free access to the Land and the Dwelling at all reasonable hours in order to make inspections and to complete subdivision works or repairs, including, but not restricted to, the completion of neighbouring properties, correction of sodding and/or grading, installation of catch basins, installation, repair, construction or reconstruction and/or maintenance of any of the municipal services, public utilities and other services, including sewers and water mains; and for any of the purposes aforesaid or related thereto, such entry on the Land and Dwelling by any such persons shall not be deemed to be committing trespass and the Purchaser has hereby given leave and licence to any of such persons for the purposes aforesaid and free access for any such persons shall continue for such period of time as may be set out in the Subdivision Agreements or any other Agreements affecting the Land or as may be required by any Municipal or Governmental authority, Regulatory Body or Utility. The Purchaser further covenants to comply with and not to breach any of the Subdivision Agreements or any other such Agreements.

9. **Post Closing Matters:**

- a. **Grading and Sodding:** The Purchaser acknowledges that grading and sodding shall be done between June and October of any year as per the Vendor's scheduling program.
- b. **Watering and Maintenance:** The Purchaser shall be solely responsible for watering and general maintenance of the sod from the Closing Date or from the date that the sod is laid, whichever shall be later, and the Vendor shall have no obligation in that regard. Failure to properly maintain the sod may adversely affect the sod condition. The Vendor will not be responsible if the sod dies due to poor maintenance.

Purchaser Initial: \_\_\_\_\_

Witness Initial: \_\_\_\_\_

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

- c. **Natural Driveway Settlement:** The Purchaser shall be solely responsible for any natural settlement of the driveway from the Closing Date or from the date the driveway is completed, whichever shall be the later. The Purchaser acknowledges that natural settlement of the driveway is likely to occur after the Closing Date. The Vendor shall only have an obligation to pave such driveway to the access point of the lands and on the portion of the lands owned by the Purchaser, only once. The Purchaser agrees to consult with and obtain the approval of the Vendor or the applicable Governmental Authority prior to commencing any work in, on or around the water box(es).
- d. **Soil Disturbances:** If settlement occurs due to soil disturbances around the Dwelling, the walkways, utility lines, and sodded areas, all settlements shall be the responsibility of the Purchaser. The Vendor is not responsible for any damage to the Dwelling by reason of such settlement.
- e. **Water Leakage:** The Purchaser agrees that in the event that there is any water leakage into the basement or any other damage of any kind or nature whatsoever which the Vendor shall be required at law to repair, the Vendor shall not be liable for any consequential damage caused by the water or otherwise nor for any damage to any improvements, fixtures, furnishings or personal property of the Purchaser, but shall be responsible only for the repair of such damage or leakage in accordance with the terms hereof. The Purchaser agrees that this Section 9(e) may be pleaded by the Vendor in estoppel of any claims by the Purchaser pursuant to this Section 9(e).
- f. **Basement:** The Purchaser acknowledges that the basement of the Dwelling unit will undergo an initial “drying out” period. The Purchaser covenants and agrees to defer finishing all or any part of the basement until at least one (1) year after the Closing Date.

**10. Conditions:** This Agreement is subject to the following conditions:

- (a) **Title:** The title to the Land shall be good and free from encumbrances except the Vendor’s lien as provided herein, if any, and except for any Subdivision and other Municipal and Regional Agreements (the “Subdivision Agreements”), any Agreements with Veridian Connections Inc., building or other restrictions and covenants that run with the Land, any easements, licences or rights-of-way granted or to be granted for the installation and/or maintenance of services, utilities and television transmission systems, if applicable, and any easements or rights-of-way granted or to be granted in accordance with the requirements of the municipality or any other applicable authority or the Vendor, all of which the Purchaser shall accept. Title to the Land shall also be subject to the right of the Vendor and where applicable the Town of Ajax or the Region of Durham (the “Municipality”) to enter, make inspections and perform all things necessary to the completion of construction for the Land and adjoining properties, the performance of subdivision works and the correction of any work including grading and drainage and to easements for maintenance and/or access and encroachments for adjoining properties. If any of the foregoing easements, restrictions or rights are required to be created after the Closing Date of this transaction, the Purchaser shall execute any documents required in connection therewith. The Purchaser shall satisfy himself or herself as to compliance with such matters. The Purchaser is not to call for the production of any title documents not in the Vendor’s possession or under its control. The Purchaser is to be allowed until a date which is 30 days prior to the Closing Date specified in (Section) 3 hereof to examine title at the Purchaser’s expense, and if within that time that Purchaser shall furnish the Vendor in writing with any valid objections to title which the Vendor shall be unwilling or unable to remove and which the Purchaser will not waive promptly when requested to do so, this Agreement shall, notwithstanding any intermediate acts or negotiations, terminate and the Deposit shall be returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any damages or costs whatsoever. Except as to any valid objection so made within such time the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Land.
- (b) **Survey:** On or before closing the Vendor shall provide the Purchaser with a survey of the Land showing the boundaries of the Land and the location of the dwelling's foundation thereon.

**11. Grading, Drainage, Landscaping:**

- a. **Purchaser Not To Interfere:** The Purchaser agrees not to alter, obstruct or in any way interfere with the grade and drainage of the Land or damage or interfere with any planting or landscaping put upon the Land by the Vendor and until such time as the Vendor has completed all its work not to change or interfere in any way with any work or installations performed or to be performed by the Vendor, including the driveway, service walk, underground services, sodding and finish painting, or to create any encumbrance of any nature. Furthermore, and without limitation, the Purchaser agrees that it will not construct or install on the Lands a swimming pool, fences, walls, retaining walls, storage sheds, gardens, underground sprinkler systems, air conditioning units on grade until after the Vendor has completed its subdivision works, including drainage works, grading, sodding, and the appropriate Local and Regional Municipalities have accepted such works in accordance with their respective Subdivision Agreements. At no time should retaining walls be constructed at the base of boulevard trees and the vendor will not contribute towards a shared fence until such time as the subdivision is assumed by the local municipality. Any alterations undertaken by the Purchaser which adversely affect the drainage of the lands or neighbouring lands will be the Purchaser’s responsibility to rectify. The Purchaser shall not be entitled to a release of the Land under the Subdivision Agreements referred to in this Agreement.

Witness Initial: \_\_\_\_\_

Purchaser Initial: \_\_\_\_\_

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

- b. **Damage to Subdivision Works:** The Purchaser covenants and agrees to pay to the Vendor all amounts to correct and remedy all damage caused by the Purchaser or those for whom he is in law responsible to any services installed within the subdivision, which services shall, without limitation, include survey stakes, landscaping trees, curbs, curb cuts, streets, roads, street signs, street lighting, transformers, Bell and Cable pedestals, sanitary and storm sewers and any underground services installed by or on behalf of any public or private utilities.

**12. HARMONIZED SALES TAX:**

- (a) The Purchase Price set out above includes the Goods and Services Tax and the Harmonized Sales Tax ("HST") payable pursuant to the Excise Tax Act (Canada) and the applicable laws governing the Harmonized Sales Tax (the "HST Legislation") net of Rebates as provided for in this Agreement, being herein defined as the Net HST, and the Purchase Price has been established on the basis that the Rebate or Rebates, as applicable, will be assigned to the Vendor, in addition to such Purchase Price. The current rate of HST is 13 percent and this is the rate that is applicable to this Agreement before netting out the Rebates from such HST. The Purchaser acknowledges that the Purchase Price stipulated in this Agreement has been calculated on the basis that the Purchaser shall qualify for and assign to and/or reimburse the Vendor the maximum Rebate based on the Purchase Price set out herein as adjusted, save and except as hereinafter set out to the contrary. This can also be stated as (and with the Purchaser acknowledging and agreeing to) the HST being applicable to this Agreement being calculated on the basis of the Purchase Price less the Net HST.
- (b) In consideration of the Purchase Price being inclusive of the Net HST, the Purchaser hereby irrevocably assigns to and in favour of the Vendor any and all rights the Purchaser may have to any refunds, credits, rebates or the like (the "Rebates") available with respect to the within transaction of purchase and sale pursuant to the HST Legislation. Such Rebates may be reasonably estimated by the Vendor if necessary. The Purchaser shall, both before and after the Closing Date, on demand of the Vendor, execute and deliver to the Vendor any assignments, directions, applications, consents, declaration, undertakings and other documents required by the Vendor to enable the Vendor to apply for and receive the Rebates.
- (c) If the rate of HST is increased or decreased or the percentage of calculation of the Rebate is amended, or the rate or thresholds in respect of the HST exemptions or rebate entitlement are changed between the date of this Agreement and the Closing Date, with the result that the net amount of the HST to be remitted by the Vendor increases, then the Purchaser shall pay the Vendor an amount on the Closing Date equal to such additional HST payable by the Vendor. A statutory declaration of any officer of the Vendor as to the alteration, increase amendment, etc., as hereinbefore set out shall be determinative in this regard.
- (d) If the rate of the HST is reduced between the date of this Agreement and the Closing Date but such reduction is for the benefit of the Purchaser and not the Vendor (the "**HST Credit**"), then the Purchaser hereby assigns all right, benefit and entitlement to such HST Credit and shall execute any and all forms, documents, assignments, etc., as required by the Vendor in this regard in the Vendor's absolute discretion. The Purchaser hereby irrevocably assigns to the Vendor all of the Purchaser's rights, interests and entitlements to the HST Credit (and concomitantly releases all of the Purchaser's claims to or interests in the HST Credit, to and in favour of the Vendor), and hereby irrevocably authorizes and directs Canada Revenue Agency ("**CRA**") to pay or credit the HST Credit directly to the Vendor. The Purchaser covenants and warrants (which covenant and warranty shall survive the completion of this agreement) that it has not made any claim and will not make any claim for any Rebate or HST Credit in respect of the Property.
- (e) The Purchaser covenants, warrants, and represents that the Purchaser is an individual and that the Purchaser or one of his or her relations (as defined in the HST Legislation) shall personally occupy the Property as his, her or their primary place of residence (as defined in the HST Legislation) within fourteen (14) days of the Closing Date or such other period of time as shall then be required in order to entitle the Purchaser to the Rebate. The Purchaser shall execute all documents and do all such things so as to fully co-operate with the Vendor in any manner, which would legally minimize the amount of HST payable. The Purchaser hereby irrevocably nominates, constitutes and appoints any officer of the Vendor with full power of substitution, as the Purchaser's true and lawful attorney and agent pursuant to the provisions of the Power of Attorney Act, R.S.O. 1990, with full power and authority in the Purchaser's name, place and stead, to execute, swear to and record any and all documents that may be required in order to have the Rebates paid and/or credited to the Vendor. The Power of Attorney hereby granted is granted in accordance with the Power of Attorney Act of Ontario and is Irrevocable, shall survive the Closing, and will extend to and be binding upon the heirs, executors, administrators, successors and assigns of the Purchaser.
- (f) In the event that, for any reason, the Purchaser shall fail to qualify for the Rebates, the Purchaser shall indemnify the Vendor in the amount that the Purchaser would have been entitled to receive had the Purchaser so qualified, and in the event that such failure to qualify is known on or before the Closing Date, the Vendor shall be credited in the statement of adjustments with the amount of the Rebates on Closing.

Witness Initial: \_\_\_\_\_

Purchaser Initial: \_\_\_\_\_

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



- (g) Notwithstanding any other provision in this Agreement to the contrary, the Purchaser agrees that the Purchase Price for the Property, set out on page 1 of this Agreement, does not include HST on closing adjustments and amounts payable for Extras and/or upgrades purchased or ordered by the Purchaser (whether as part of this Agreement or otherwise) payable under this Agreement and that same are subject to HST on the Closing Date and that such HST shall be chargeable and payable by the Purchaser in addition to any other HST included in the Purchase Price. The Purchaser acknowledges and agrees that the HST payable in respect of such adjustments and/or Extras and/or upgrades shall be at the rate of HST otherwise applicable to this Agreement
13. **Purchaser Not To Object:** The Purchaser agrees not to object to any application for rezoning and/or site plan approval submitted and/or made by the Vendor with respect to all or any part of the lands which form part of the Plan of Subdivision of which the Land forms a part or respecting all or any part of any adjacent plan or Plans of Subdivision and/or other adjacent lands being or to be developed by the Vendor.
14. **Extras:** The Purchaser covenants and agrees that he shall pay to the Vendor for all extras, upgrades or changes ordered by the Purchaser at the time specified in any of the Schedules hereto and the Purchaser further acknowledges and agrees that such payment is non-refundable in the event that this transaction is not completed for any reason whatsoever. Notwithstanding anything herein contained to the contrary, the Purchaser acknowledges and agrees that if, upon Closing, any of the extras, upgrades or changes ordered by the Purchaser cannot be provided for any reason, then they shall be refunded to the Purchaser not later than thirty (30) days after Closing the amount paid by the Purchaser in connection with such extras, upgrades or changes and this shall be accepted by the Purchaser as full and final settlement of any claim by the Purchaser with respect to the extras, upgrades or changes which remain incomplete as aforesaid.
15. **No Entry by Purchaser:** The Purchaser agrees that prior to the Closing Date he will not in any circumstances enter onto the Land or Dwelling except for the sole purpose of fulfilling the Tarion Pre-Delivery Inspection whereby The Purchaser will be accompanied by a representative of the Vendor at a specified time and date established by the Vendor and any entry other than as aforesaid shall be deemed to be a trespass and the Vendor shall be entitled to exercise any rights that it may have pursuant to this Agreement or at law as a result of same. Notwithstanding anything herein contained to the contrary, the Purchaser acknowledges and agrees that if, upon Closing, any of the extras, upgrades or changes ordered by the Purchaser cannot be provided for any reason, then they shall be refunded to the Purchaser not later than thirty (30) days after Closing the amount paid by the Purchaser in connection with such extras, upgrades or changes and this shall be accepted by the Purchaser as full and final settlement of any claim by the Purchaser with respect to the extras, upgrades or changes which remain incomplete as aforesaid.
16. **Indemnification by Purchaser:** The Purchaser hereby agrees to indemnify and save harmless the Vendor, its servants and agents, successors and assigns, from all actions, causes of action, claims and demands whatsoever for, upon or by reason of any damage, loss or injury to a person or property of the Purchaser or any of his friends, relatives, workmen, agents or anyone else for whom at law the Purchaser is responsible who have entered on the Land or Dwelling or any part of the subdivision of which the Land forms a part whether with or without the authorization, express or implied, of the Vendor. Furthermore, Lots 1-53, 40M-2574 border a golf course and errant golf balls may enter the property. The above indemnification is applicable to such golf balls.
17. **Risk:** Until Closing the Land and Dwelling shall be at the risk of the Vendor and if there is loss or damage by fire or other casualty the Purchaser shall have no interest in the insurance or other compensation and the Vendor shall have the option either to repair the damage or terminate this Agreement.
18. **Tender:** Any tender of money or documents required under this Agreement may be made upon the Vendor or Purchaser or their respective solicitors. Money may be tendered by official bank draft drawn upon a Schedule 1 Canadian Chartered Bank or by a negotiable cheque payable in Canadian funds and certified by a Schedule 1 Canadian Chartered Bank.
19. **Non-Merger:** Except as to matters of title and pertaining to the transfer to the Purchaser (which shall merge in the transfer on completion of Closing) all obligations of the parties under this Agreement, including under the Schedules hereto, shall survive the Closing of the Purchase and Sale and continue to be binding and enforceable in accordance with the express terms of this Agreement.
20. **Non-Assignable:** Unless the Vendor consents thereto, the Purchaser may not directly or indirectly assign this Agreement or direct a transfer of title to the Land to be delivered other than in the name of the Purchaser.

Witness Initial: \_\_\_\_\_

Purchaser Initial: \_\_\_\_\_

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



21. **No Registration:** The Purchaser agrees not to register this Agreement or notice thereof or a caution against title to the Land and acknowledges that any such registration or other reference to this Agreement or the Purchaser's interest in the Land is likely to cause inconvenience and prejudice to the Vendor. If any such registration occurs, the Vendor may terminate this Agreement forthwith. Further, the Purchaser hereby irrevocably consents to a court order removing such registration and agrees to pay all costs of obtaining such order.
22. **Entire Agreement:** The parties acknowledge that there is no representation, warranty, collateral agreement or condition affecting this Agreement, the Land or the Dwelling except as contained in this Agreement, including the Schedules hereto. This Agreement may not be amended other than in writing *signed by both the Vendor and the Purchaser.*
23. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart signed by each of the Parties to this Agreement. This Agreement may be executed and delivered by fax transmission, scanned email signature or other electronic signature, including electronic signing by DocuSign other electronic signing platform, and each of the Parties may rely on such fax, scanned email signature or other electronic signature as though the fax, email scanned signature or other electronic signature were an original handwritten signature.
24. **Interpretation:** This Agreement is to be read with all changes of gender or number required by the context. Time shall in all respects be of the essence. All headings are for convenience of reference only and have no bearing or meaning in the interpretation of any particular paragraph in this Agreement.
25. **Successors and Assigns:** This Agreement shall be binding upon the heirs, executors, administrators, successors and permitted assigns of each party.
26. **Assignment by Vendor:** The Vendor shall have the right to assign this Agreement, provided that any such assignee shall be bound by all of the covenants made by the Vendor herein, in which event the Vendor shall thereupon be released from all obligations hereunder.
27. **Notice:** Any notice, consent, acceptance, waiver or other communication required or permitted to be given under this Agreement (a "communication") shall be in writing and shall be effectively given and made if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent by Email or DocuSign or similar means of electronic communication, in each case to the applicable address set out below. Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing or sending by other means of recorded electronic communication, provided that such day in either event is a business day and the communication is so delivered, E-mailed or sent prior to 4:30 p.m. on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following business day. Any such communication sent by mail shall be deemed to have been given and made and to have been received on the fifth business day following the mailing thereof; provided however that no such communication shall be mailed during any actual or apprehended disruption of postal services. Any such communication given or made in any other manner shall be deemed to have been given or made and to have been received only upon actual receipt. Any party may from time to time change its address under this paragraph by notice to the other party given in the manner provided by this paragraph. Communications to the Vendor and the Purchaser shall be to the following addresses:

if to the Vendor, to:

John Boddy Developments Ltd.  
409 Kingston Road West  
Ajax, Ontario  
Address: L1S 6L7

Attention: Edward Boddy

Telephone: 905-428-1000  
Facsimile: 905-428-1007

if to the Purchaser, to:

Name:

Telephone: Home -  
Work -  
Fax -

Witness Initial: \_\_\_\_\_

Purchaser Initial: \_\_\_\_\_

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

28. **Closing Arrangments:** This Agreement shall be completed prior to 4:00 p.m. Toronto time on the Closing Date at the Land Titles Office in which the Lands are located; provided that, in the event that the Electronic Registration System (hereinafter referred to as the “**Teraview Electronic Registration System**” or “**TERS**”) is operative in the Land Titles Office where the Lands are located or if the Vendor and Purchaser otherwise agree to complete this transaction using the TERS, the following provisions shall prevail, namely:

- (1) The Purchaser’s Solicitor and the Vendor’s Solicitor shall each be obliged to be authorized TERS users and in good standing with the Law Society of Upper Canada, and they are hereby authorized by the Parties hereto to enter into a document registration agreement in the form adopted by the Joint LSUC-CBAO Committee on Electronic Registration of Title Documents on April 15, 2002 or any successor version thereto (hereinafter referred to as the “**Document Registration Agreement**” or “**DRA**”), together with the additional requirement that the registering solicitor shall also be obliged to provide the non-registering solicitor with a copy of the registration report printed by TERS upon the registration of the electronic documents, as evidence of the registration thereof, within one Business Day of the Closing Date. It is understood and agreed that the DRA shall outline or establish the procedures and timing for completing this transaction electronically, and shall be executed by both the Vendor’s solicitors and the Purchaser’s solicitor and exchanged by courier or facsimile transmission between said solicitors (such that each solicitor has a photocopy or telefaxed copy of the DRA duly executed by both solicitors) by no later than two Business Days before the Closing Date;
- (2) The delivery and exchange of Closing documents and the balance of the Purchase Price, and the release thereof to the Vendor and the Purchaser, as the case may be:
  - (a) shall not occur contemporaneously with the registration of the transfer/deed of the Lands and other documents, if any, to be registered electronically; and
  - (b) shall be governed by the DRA, pursuant to which the Solicitor receiving any closing documents, or the balance of the Purchase Price, will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the DRA;
  - (c) Each of the parties hereto agrees that the delivery of any of the Closing documents not intended or required to be registered on title to the Lands shall, unless the Parties otherwise agree, be by way of delivery of originally signed copies thereof on the Closing Date to the other party.
- (3) Notwithstanding anything contained in the Agreement or in the DRA to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by either party (in this paragraph called the “Tendering Party”) upon the other party (in this paragraph called the “Receiving Party”) when the Solicitor for the Tendering Party has:
  - (a) delivered all applicable Closing documents and/or the balance of the Purchase Price to the Receiving Party’s solicitor in accordance with the provisions of this Agreement and the DRA;
  - (b) advised the Solicitor for the Receiving Party, in writing, that the Tendering Party is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and has completed all steps required by TERS in order to complete this transaction that can be performed or undertaken by the Tendering Party’s Solicitor without the cooperation or participation of the Receiving Party’s Solicitor, and specifically when the Tendering Party’s Solicitor has electronically “signed” the transfer/deed and any other Closing document, if any, to be registered electronically for completeness and granted “access” to the Receiving Party’s Solicitor (but without the Tendering Party’s Solicitor releasing same for registration by the Receiving Party’s Solicitor).

29. **Schedules:** Schedules A, B, C, D, H, I, J, S, form part of this agreement.

Witness Initial: \_\_\_\_\_

Purchaser Initial: \_\_\_\_\_

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

**30. Purchaser’s Condition: THIS AGREEMENT IS CONDITIONAL UNTIL (THE “CONDITION DATE”) TO ALLOW THE PURCHASER AN OPPORTUNITY TO REVIEW THE PROVISIONS HEREOF WITH THE PURCHASER’S LAWYER. IF THE PURCHASER OR THE PURCHASER’S LAWYER IS NOT, FOR ANY REASONS, SATISFIED WITH THE PROVISIONS OF THIS AGREEMENT, THE PURCHASER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT BY WRITTEN NOTICE (THE “TERMINATION NOTICE”) DELIVERED TO THE VENDOR NO LATER THAN 5:00 P.M. ON THE CONDITION DATE, IN WHICH EVENT THIS AGREEMENT SHALL BE NULL AND VOID AND THE PURCHASER’S DEPOSIT SHALL BE RETURNED TO HIM IN FULL WITHOUT INTEREST AND DEDUCTION. IF THE PURCHASER FAILS TO DELIVER THE TERMINATION NOTICE PRIOR TO 5:00 P.M. ON THE CONDITION DATE, THIS CONDITION SHALL BE DEEMED TO HAVE BEEN WAIVED BY THE PURCHASER.**

**SIGNED, SEALED AND DELIVERED** this                      day of                      .  
in the presence of:

Witness:	)	Purchaser	Date of Birth
	)		
	)		
Witness:	)	Purchaser	Date of Birth

**ACCEPTED BY** the Vendor this                      day of                      , 20                      .

**JOHN BODDY DEVELOPMENTS LTD.**

By:  
(I have authority to bind the Corporation)

- Schedule “A”: Taron Addendum to Agreement of Purchase and Sale and Statement of Critical Dates – Freehold Form – Firm Closing Date
- Schedule “B”: Agreement to Install Extras
- Schedule “C”: Condition upon Registration
- Schedule “D”: Subdivision Agreement Notice Requirements
- Schedule “H”: Purchaser’s Acknowledgement Regarding Changes
- Schedule “I”: Dwelling Type, Descriptions, Floor Plans and Specifications
- Schedule “S”: List of Construction Options

<b>Solicitors for the Vendor:</b>	Solicitors for the Purchasers:
<b>Mr. Jim Marrelli</b>	
<b>Marelli &amp; Co.</b>	Firm:
<b>100 Canadian Road</b>	Address:
<b>Toronto, ON M1R 4Z5</b>	
<b>M5G 1Z3</b>	Attention:
<b>Tel. (416) 971-7457</b>	Tel.
<b>Fax. (416) 971-7458</b>	Fax.

Witness Initial: \_\_\_\_\_

Purchaser Initial: \_\_\_\_\_

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

**EAGLE WOODS SUBDIVISION - AJAX**  
**SCHEDULE "D"**

**LOT:            PLAN:**

**SUBDIVISION AGREEMENTS NOTICE REQUIREMENTS**

This Schedule forms part of and is to be read in conjunction with the Offer and the Agreement of Purchase and Sale arising from acceptance thereof.

**Acoustic Fence:** The Vendor hereby gives notice to the Purchasers of the dwellings on Lots 1, 29, 30, 54 40M-2659 from time to time, are advised that due to sound levels a noise barrier has been installed along the property boundary. The owners, from time to time, shall not remove or replace the noise barrier, including the gate and shall be responsible to maintain the noise barrier. In the event the owners fail to maintain the noise barrier the Town shall be entitled to enter onto the property to maintain same at the cost of the owner and add such cost to the taxes payable for such property.

**Noise levels:** The Purchasers of the dwellings on Lots 1, 2, 30 and 54 40M-2659 are advised that despite the inclusion of noise control features in the development and within building units sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels may exceed the Municipality's and the Ministry of the Environment's noise and climate change criteria. The purchasers of dwellings on lots 2, 28, 31 and 53 are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants and the outdoor sound level may exceed the Ministry of Environment and Climate Change noise criteria. For Purchasers of the dwellings on lots 1, 2, 28, 39, 30, 31, 54 and 54 your unit was fitted with ducting sized to accommodate a central air-conditioning unit. The installation of central air conditioning by the homeowner will allow windows and exterior doors to be kept closed, thereby achieving indoor sound levels within the limits recommended by the Ministry of the Environment and Climate change. (Note: care should be taken to ensure that the condenser unit is located in an area that is not sensitive to noise. The sound rating of the central air conditioning units must not exceed the sound emission standards established by the Ministry of the Environment and Climate Change.)

**School:** School children from this development may have to attend existing schools.

**Traffic Calming:** This development may be required to accommodate traffic calming devices which may include any or all of the following: median islands, chicanes, lay-bys, bump-outs, speed humps or other similar devices as determined by the Town of Ajax. The location of these devices will directly affect the on-street parking supply and driveway access in the vicinity of these devices. The decision to provide for traffic calming shall be at the sole discretion of the Town of Ajax.

**Canada Post:** Mail delivery will be from a designated Community Mailbox.

**Parks and Open Spaces:** Any parks and open spaces within this Plan or the vicinity may or may not include future facilities for active and/or passive recreational use. The decision will be at the sole discretion of the Town of Ajax.

Witness Initial: \_\_\_\_\_

Purchaser Initial: \_\_\_\_\_

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

EAGLE WOODS SUBDIVISION - AJAX

LOT: PLAN:

SCHEDULE ‘H’

PURCHASER'S ACKNOWLEDGEMENT REGARDING CHANGES

\_\_\_\_\_ as Purchaser of Lot \_\_\_\_\_ Plan \_\_\_\_\_

from John Boddy Developments Ltd. as Vendor hereby requests to change a previously selected colour chart or standard item as set out below. The Purchaser acknowledges that the Vendors only obligation is to install the original selection and the requested change may not occur. The Vendor will attempt to complete this change, but if for whatever reason and regardless of fault or cause such change is omitted, the Purchaser shall be credited with the amount the Purchaser paid for it and such credit shall be the limit of the Vendor’s liability.

Requested Changes:

1<sup>st</sup> Choice Brick:

2<sup>nd</sup> Choice Brick:

Stone:

Roof:

Dated at AJAX this \_\_\_\_\_ day of

Witness Purchaser

Witness Purchaser

Witness Initial: \_\_\_\_\_

Purchaser Initial: \_\_\_\_\_

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

LOT:           PLAN:  
MAIN FLOOR: TBA      SECOND FLOOR: TBA

The following is a list of optional extra upgrades that if purchased, must be included with the Agreement of Purchase and Sale. Please do not wait until your decorator appointment to make your selections known as construction may have progressed to a stage where it is not possible to include these items into your home.

## 200AMP SERVICE

Purchaser: \_\_\_\_\_

Vendor Initial:

SCHEDULE J  
EAGLE WOODS SUBDIVISION - AJAX

IN ORDER TO COMPLETE THE CONSTRUCTION OF YOUR HOME BY THE SPECIFIED DATE AND MINIMIZE ANY POTENTIAL DIFFICULTIES, WE ASK THAT YOU FOLLOW THE RECOMMENDATIONS BELOW.

1. If a mortgage is being arranged through John Boddy Homes, mortgage approval forms should be completed immediately after the offer is submitted to enable the lender to assess your financial ability.
2. John Boddy Home's Decorator Consultant will contact you after your Offer becomes firm to arrange your appointment and we ask that you make yourself readily available. Your scheduled appointment will take place at our Decor Centre, Monday to Friday commencing at approximately 9:00a.m. **Due to safety concerns children are not allowed at Décor appointments, please make alternate arrangements.** Please do not postpone this meeting, as delays will result in it becoming too late to install certain upgrade items into your home. We strongly suggest that you familiarize yourself with our colour selections prior to your appointment, for changes to interior finishes will not be accepted after the interior colour sheet has been signed. Please be advised that any optional structural change must be included with your firm offer and cannot wait until your decorator appointment to be made known. *John Boddy Homes is not responsible for the installation of any upgrade or optional item if construction has progressed beyond the stage where it would normally be installed.* Payment for upgrades or extras is to be made at the time that they are ordered with the option of adding up to 75% of the upgrades to the purchase price of the home. 13% HST is extra. If the selections are not provided by the time specified, our staff will make the selections in order to complete the home.
3. Hydro Electric Services: No later than two weeks prior to move-in you should make application at Veridian, Telephone: (905)420-8440.
4. Water Service: Two weeks prior to closing you should contact The Regional Municipality of Durham, 50 Bond Street West, P.O. Box 626, Oshawa L1H 7M2. Telephone: (905)666-6211, to arrange for the transfer of the water service.
5. Gas Service: No later than two weeks prior to move-in you should apply to the Service Department of Enbridge Consumers Gas Company, 101 Consumers Road, Whitby L1N 1C4. Telephone: 1-877-362-7434 to have your account opened. Ensure that any gas appliances (fireplaces, stoves, dryers, BBQ's etc.) that may be installed after closing are inspected by the gas company before they are activated.
6. Telephone Service: Two weeks prior to closing contact the Bell Telephone Company directly to arrange for your telephone services. Telephone: 310-2355.
7. Any information regarding:

Police	(905) 683-9100
Fire Department	(905) 683-3050
Ajax/Pickering Hospital	(905) 683-2320
Ambulance	911
Post Office – Super Mail Box	1-866-607-6301
Postal Code	1-900-565-2633
Public Transportation	(905) 427-5710
School Board	(905) 686-2711
Separate School Board	(905) 576-6150
Rogers Cable	(905) 436-4110
Region of Durham Waste Mgmt.	(905) 579-5264
Applewood Heating & Air Emergency Number	1-800-439-8086
8. Appliances: Please note if your fridge width exceeds 36 inches or the height exceeds 70-1/4 inches then you must notify our colour consultant with the exact dimensions at the time of your décor appointment. Correspondingly if your microwave width exceeds 22 ½ inches or your stove, washer or dryer exceeds 30 inches again please notify our colour consultant of the exact dimensions. If you are purchasing a cook-top stove, wall oven and/or built in microwave you must inform our colour consultant at the time of your appointment and make payment for any associated costs. Furthermore, the Purchaser must supply and sign the manufacturers dimensions for cut-outs. We suggest purchasing the wall oven/built in microwave before providing cut-out dimensions, for if at time of closing your chosen appliances are out of stock or discontinued re-selections may not fit the original openings and John Boddy Homes cannot be held responsible. Cook top cut outs will be done after closing when the appliance is physically in the home and can be precisely measured. Please notify our Service Department at 905-427-1888 once you have received your cook top to arrange for an appointment. Please note a cut out is required regardless of the countertop selected (arborite, granite, quartz) and does not include installation.

Witness Initial: \_\_\_\_\_

Purchaser Initial: \_\_\_\_\_

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



9. Air Conditioning is an optional extra and prices are available at the Sales Office. In most instances the units will be installed on brackets bolted to the foundation on the side of the house closest to the furnace. We suggest that you deal with our Heating Contractor if you desire any such equipment to be installed. We strongly advise against contracting with a third party which could void existing warranties: also the purchaser will be responsible for the re-balancing of the heating system if such items as air conditioning, heat pump, electronic air cleaner etc., are added which will disturb the original heating installation. Furthermore, the purchaser will be responsible for the raising or lowering of any purchaser supplied air conditioning units, which do not accommodate the final grade. Furnaces are warranted for two years from date of closing.
10. We strongly advise using our rough-in installer if a central vacuum or security system is desired. If a third party is contracted, sole responsibility for the *rough-in and installation* rests with them.
11. You are advised not to store any articles or items on the concrete basement floor since we cannot be responsible for any damage which may result from a wet basement. Most basement leakage ceases when the outside ground has settled and grading and sodding is completed.
12. If a cold cellar is selected please be advised that at certain times water seepage into the cellar may be evident. A floor drain is provided to prevent any accumulation of water.
13. We cannot be responsible for surface pitting on concrete porch slabs, steps, walkway slabs, garage floors, etc., caused by the owner applying Salt for de-icing purposes.
14. Driveways will be paved to the width of the garage interior (as per Town of Ajax's requirements). Paving will not commence until you have occupied the home for at least one year to allow for settlement of excavated soils.
15. Garage floors cannot be poured once frost has entered the ground and frost can remain well into the springtime depending upon the severity of the winter. Please be advised that the garage floor may not be installed upon closing, and it is the purchasers responsibility to remove all items from the garage area when weather conditions permit the construction of the concrete floor.
16. Basement window sizes may vary, and window wells may or may not be used depending upon grade conditions.
17. Drywall nail pops and shrinkage cracks will be repaired once at the owner's discretion. It is recommended however, that the house be allowed at least twelve months to thoroughly dry out before such repairs are requested. Please be advised that John Boddy Homes is not responsible for corrective measures to Purchaser supplied items after closing or the resultant damage that the installation of such items may cause.
18. John Boddy Homes provides a list of standard structural options and this list is the extent of alterations that can be implemented. No other changes other than those specified are possible. The Purchasers (or their agent) agrees not to perform any work, supply materials, or enter the dwelling before the pre-occupancy inspection. John Boddy Homes will not install any purchaser supplied items nor will it deviate from standard construction practices to accommodate for purchaser supplied items after closing.
19. The colour or style of certain materials on display in the models such as bricks, shingles, flooring, wall tile and cabinetry may be discontinued or unavailable at the time we construct your home and re-selections may be necessary. Please consult sales staff for details.
20. Please be advised that all requests, extras, additions or deletions that are to be included in your home must be in writing and approved by a signing officer at John Boddy Homes. Verbal or written requests to Sales Staff without the appropriate paperwork and applicable payment will not be acted upon. The onus rests with the Purchaser that they follow through to ensure that the appropriate payment and paperwork is completed before the stage of construction where it would be deemed too late.
21. Your Pre-Delivery Inspection will be booked through the Service Department. Approximately two weeks prior to your closing date you will be notified of your appointment time. **Due to safety concerns children are not allowed at Pre-Delivery Inspections, please make alternate arrangements. Proper closed toed shoes are required.**
22. Additional Information:
  - Bathtub drain location may vary from brochure.
  - Sunken foyer may require an additional risers or may be eliminated in order to accommodate grade conditions.
  - Steps from exterior doors may vary depending upon grade conditions.
  - Exterior facade may vary with grade conditions.
  - Interior access door to garage where grade permits (a stoop may be required, which will reduce the parking space).
  - Exterior decks not included in purchase price.
  - Natural oak staircase from main floor to second floor (stairs are utilized during construction and minor imperfections are to be expected).
  -

Witness Initial: \_\_\_\_\_

Purchaser Initial: \_\_\_\_\_

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

23. Service Calls: For service work please phone our Service Office: (905) 427-1888 between the hours of 8:00AM – 4:00PM, Monday to Friday.

Dated at Ajax this \_\_\_\_\_ day of \_\_\_\_\_

Purchaser \_\_\_\_\_  
(Please Print)

Purchaser \_\_\_\_\_  
(Please Print)

Lot No. \_\_\_\_\_ Plan \_\_\_\_\_

Witness Initial: \_\_\_\_\_

Purchaser Initial: \_\_\_\_\_

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