

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

FOREMOST MORTGAGE HOLDING CORPORATION

APPLICANT

-AND-

BARAKAA DEVELOPER INC., LERRATO INC. AND 2145499 ONTARIO INC.

RESPONDENTS

AFFIDAVIT OF ROHITKUMAR PATEL

I, **ROHITKUMAR PATEL**, of the City of Ajax, in the Province of Ontario MAKE OATH AND SAY:

FACTS AND BACKGROUND

1. I, together with my wife, are purchasers of the following property:

PIN: 26454-0557

Legal Description: PT LT 6 CON 1, PT 5 40R30173 PICKERING; S/T EASEMENT AS IN PI31742; TOWN OF AJAX

Municipal Address: 377 Porte Road
Ajax, ON
L1S 0B9
("Subject Property")

2. In or around October 2024, we were contacted by KSV Advisory ("KSV"), who advised us that they would be completing the sale of the Subject Property to us as the previous vendor (Lerrato Inc.) was bankrupt.

Attached as Exhibit "A" is a copy of an email and other correspondence which we received from KSV in late 2024 and early 2025.

3. Prior to receiving correspondence from KSV, we had been nearing the completion of our purchase of the Subject Property, which we had agreed to purchase for \$1,300,000 and for which we have paid approximately \$679,949.00 in deposits.

Attached as Exhibit “B” is a summary of payments made in order to complete the purchase of the property, along with copies of the cheques and bank account records.

4. The completion of the transaction was to take place in 2024.
5. My wife and I were both immigrants to Canada from India and English is not our first language.
6. I am currently 71 years old and am working full-time with Ipex Inc. as a Machine Operator, where I have worked since 2002.

Relationship with Hitesh Jhaveri, Lerrato Inc., Osmi Homes and 2145499 Ontario Inc.

7. My wife and I are acquaintances of Hitesh Jhaveri (“Mr. Jhaveri”) and have known each other since approximately 2017. We are not related to each other and our purchase of the Subject Property was an arm’s length transaction.
8. As an acquaintance, I became aware that Mr. Jhaveri is a builder/developer and I agreed to purchase the Subject Property and pay deposits to Mr. Jhaveri and his companies.
9. Mr. Jhaveri showed us plans for the development, floor plans of the property, photographs of the site and finishes and related materials in or around April 2019.
10. On this basis, we agreed to purchase a property on Porte Road, which eventually turned out to be the Subject Property, and began making deposit payments to Mr. Jhaveri and his companies.
11. We did not agree on a specific purchase price in April 2019, but I advised Mr. Jhaveri that our budget was approximately \$1,000,000, which he acknowledged verbally on many occasions.

12. From time-to-time, Mr. Jhaveri sent updates and photographs of the property to us, as it was being constructed.

Attached as Exhibit “C” is a sample of the sort of emails that we received from Mr. Jhaveri with construction updates.

13. I was able to visit the Subject Property from time to time and observed that construction was progressing. As a result, my wife and I were prepared to pay additional deposits towards the purchase price, with the understanding that this would reduce the amount needed to be paid or financed on closing.

14. At all relevant times, I understood that Lerrato Inc., Osmi Homes and 2145499 Ontario Inc. were Mr. Jhaveri’s companies, which were engaged in the construction of the Subject Property.

15. In or around September 2024, Mr. Jhaveri advised me that he was having financial problems as a result of a fraudulent mortgage registered on title to his properties, which I was surprised to hear about. He assured me that the problem would be resolved shortly.

16. Mr. Jhaveri did not state that he was bankrupt or that he would not be in a position to complete the sale of the Subject Property. Instead, he advised that there would be a delay as a result of a court case, but that the transaction would close once the case was complete.

Payments to Hitesh Jhaveri, Lerrato Inc. and Osmi Homes

17. All payments made to Hitesh Jhaveri, Lerrato Inc., Osmi Homes, 2145499 Ontario Inc. and their related suppliers were made with the understanding that the payments would be deposits or payments of the purchase price.

18. KSV has suggested that some of the amounts paid to Mr. Jhaveri and his companies were loans. At all relevant times, the funds that I paid to Mr. Jhaveri and his companies were not loans, but were payments towards the purchase price of the Subject Property.

19. I have not received a return of any amounts paid to Hitesh Jhaveri, Lerrato Inc., Osmi Homes, 2145499 Ontario Inc. or anyone else in connection with the Subject Property.
20. Evidence that the payments were made towards the Subject Property are reflected in the memos that were sometimes made on the deposit cheques, which state the property address.
21. In some instances, Mr. Jhaveri wrote in the payee name on the deposit cheque himself.
22. I have been in contact with Mr. Jhaveri throughout and he has assured me that I will receive credit for the payments made and that he will transfer ownership of the property to me.
23. On the basis of his promises, on or about March 31, 2025, Mr. Jhaveri contacted my son, Maanit Patel, and asked us to email him stating that there are no other deposits, apart from the following:

2022-08-12	021	75,000.00
2022-08-12	241	50,000.00
2023-06-21	100	25,000.00

24. Mr. Jhaveri stated that doing this would help him in completing the transaction, as originally agreed. On March 31, 2025, Mr. Jhaveri's spouse, Ms. Niketa Wadia (also known as Niketa Jhaveri), called me numerous times in order to compel me to send the email to him.

Attached as Exhibit "D" is a screen capture of calls made to me by Ms. Niketa Wadia on March 31, 2025.

25. My son sent an email to Mr. Jhaveri reflecting this on March 31, 2025.

Attached as Exhibit "E" is an email from Maanit Patel to Mr. Jhaveri dated March 31, 2025.

26. The email was not truthful, as we have paid approximately \$679,949.00 in deposits, as reflected at Exhibit B.

27. I have not communicated with Mr. Jhaveri or Ms. Wadia since that time.

Agreements of Purchase and Sale

28. Mr. Jhaveri did not initially ask that we sign an Agreement of Purchase and Sale regarding the Subject Property.

29. On or about May 14, 2024, Mr. Jhaveri asked that we sign an Agreement of Purchase and Sale (Galaxy Towns APS).

Attached as Exhibit "F" is a copy of the Galaxy Towns APS, which we were asked to sign on May 14, 2024.

30. The Galaxy Towns APS was prepared by Mr. Jhaveri and had a First Tentative Closing Date of May 14, 2024 and Second Tentative Closing Date of June 12, 2024.

31. The Galaxy Towns APS did not set out a deposit amount as this section of the document was left blank.

32. Mr. Jhaveri and his companies were not in a position to complete the transaction on these dates.

33. On or about August 7, 2024, Mr. Jhaveri asked that we sign another Agreement of Purchase and Sale (Form 100 APS), regarding the Subject Property.

34. The Form 100 APS was prepared by Mr. Jhaveri and someone who works with Mr. Jhaveri came to our home and asked that we sign the Form 100 APS.

35. We initialled and signed the Form 100 APS, but I did not receive a full copy of the document. I only received a scan/photograph of the first page. We were advised that Mr. Jhaveri would send a fully signed copy once accepted by the builder (Lerrato Inc.).

Attached as Exhibit "G" is a copy of the Form 100 APS which we initialled on August 7, 2024.

36. The Form 100 APS set out a completion date of May 14, 2024, which date was in the past, and set out deposits of \$75,000.00.

37. I later received a separate form 100, in which Mr. Jhaveri or someone else back-dated the date of execution of the agreement to August 12, 2022.

38. Mr. Jhaveri and his companies were not in a position to complete the transaction on May 14, 2024.

39. Mr. Jhaveri did not advise me that there were any mortgages registered against the subject property or that he was ever in any financial distress.

40. After KSV and their lawyers contacted us, I understand that their lawyers referred to a subordination clause located in the Galaxy Towns APS as grounds for arguing that KSV had grounds to evict us from the Subject Property and terminate our agreement to purchase the property.

41. My wife and I have paid our life savings towards purchasing the subject property and we have been planning to live in the property for the rest of our lives.

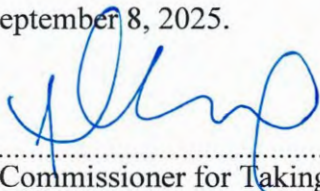
42. All of the personal and moveable property located at the Subject Property, including appliances, ceiling fans, window coverings, televisions, sofas, dining tables, were purchased by my wife and I.

43. We were granted possession of the Subject Property in the spring of 2024 and had a housewarming party with friends and family on or about June 1, 2024.

44. We have always intended to complete our purchase of the Subject Property and, to the best of my knowledge or belief, we have never been in breach of our obligations to purchase the property.

AND I make this affidavit for no other or improper purpose.

Sworn/Affirmed before me at the
City of Toronto
in the
Province of Ontario,
On September 8, 2025.



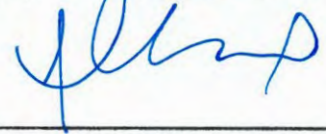
Commissioner for Taking Affidavits

ALLAN RASHEED MOHAMMED
Barrister, Solicitor & Notary Public
Province of Ontario
Canada



ROHITKUMAR PATEL

This is Exhibit "A" referred to in the
affidavit of Rohitkumar Patel,
sworn before me at the City of Toronto this
8th day of September, 2025



ALLAN RASHEED MOHAMMED
Barrister, Solicitor & Notary Public
Province of Ontario
Canada

Exhibit A



Martin Kasic

ksv advisory inc.

220 Bay Street, Suite 1300

Toronto, Ontario, M5J 2W4

T +1 437.889.6031

F +1 416 932 6266

mkasic@ksvadvisory.com

ksvadvisory.com

October 25, 2024

DELIVERED VIA EMAIL

Rohitkumar Patel and Arvindaben R. Patel
377 Porte Road
Ajax, ON L1S 0B9

Dear Rohitkumar Patel and Arvindaben R. Patel,

**Re: Barakaa Developer Inc. ("Barakaa"), Lerrato Inc. ("Lerrato") and
2145499 Ontario Inc. ("214", and with Barakaa and Lerrato, the "Companies")**

We are writing to advise that pursuant to an order (the "**Receivership Order**") issued by the Ontario Superior Court of Justice (the "**Court**") on October 21, 2024, KSV Restructuring Inc. was appointed as receiver and manager (the "**Receiver**") of:

- the real property listed in Appendix "A" of the Receivership Order owned by Barakaa;
- the real property listed in Appendix "B" of the Receivership Order owned by Lerrato; and
- the property, assets and undertaking owned by 214.

A copy of the Receivership Order and other materials filed in the receivership proceedings can be found on the Receiver's case website at <https://www.ksvadvisory.com/experience/case/barakaa>.

The Receiver will be in touch with you in due course concerning the receivership and how it affects you. There is nothing for you to do at this time. If you have any questions concerning the receivership, please contact Martin Kasic by email at mkasic@ksvadvisory.com or by phone at 437.889.6031.

Yours truly,

KSV Restructuring Inc.

**KSV RESTRUCTURING INC.
SOLELY IN ITS CAPACITY AS RECEIVER
AND NOT IN ITS PERSONAL OR ANY OTHER CAPACITY**

**RE: 377 Porte Road Closing**

From Meg Ostling <mostling@ksvadvisory.com>

Date Sat 2025-02-01 1:50 PM

To shrirohit@msn.com <shrirohit@msn.com>

Cc Bobby Kofman <bkofman@ksvadvisory.com>; edmond.lamek@dlapiper.com
<edmond.lamek@dlapiper.com>

Hi Rohit,

Following our last communication on January 20, you indicated that you were finalizing your financing and would provide an update. As we have not yet received any further information, we request that you provide an update this week. If we do not receive a commitment from you to close in a timely manner on terms reasonably acceptable to us, we anticipate bringing a motion to terminate your agreement of purchase and sale and seek authorization to sell the property. Please note that we are prepared to close no later than **March 15, 2025**.

Thank you,



Meg Ostling
Manager

T 416.932.6022
M 416.659.9187
W www.ksvadvisory.com

-
-

From: Meg Ostling

Sent: January 20, 2025 5:57 PM

To: shrirohit@msn.com

Cc: Bobby Kofman <bkofman@ksvadvisory.com>; edmond.lamek@dlapiper.com

Subject: 377 Porte Road Closing

Hi Rohit,

Further to our call, I understand you're in the process of finalizing financing and need a closing date to proceed.

We are prepared to close by no later than **March 15, 2025**.

Please keep us posted.

Thank you,

**Lerrato Inc. - 377 Porte Road**

From Bobby Kofman <bkofman@ksvadvisory.com>

Date Fri 2024-11-29 6:16 AM

To shrirohit@msn.com <shrirohit@msn.com>

Cc Martin Kosic <mkosic@ksvadvisory.com>; Meg Ostling <mostling@ksvadvisory.com>

Hi Rohitkumar and Arvindaben,

As I believe you know, KSV Restructuring Inc. is the receiver and manager (the "Receiver") of certain real property owned by Lerrato Inc. (the "Company"), including the real property with a municipal address of 377 Porte Road, Ajax. You have entered into an agreement of purchase and sale to purchase the property (the "Transaction").

I understand that you have recently spoken with Hitesh Jhaveri, the principal of the Company, who has advised that the Receiver would like to complete the Transaction as soon as possible. We have been advised by Mr. Jhaveri that you also want to complete the Transaction and that you will be speaking to your mortgage broker early next week. We require confirmation from you by no later than December 6, 2024 confirming your intention, and your ability, to close on a timely basis. If you would like us to correspond directly with your lawyer, please provide his or her contact details. I would also be pleased to discuss the situation directly with you at any time.

If we do not hear from you on a timely basis, or if you do not have the ability to close, the Receiver intends to take steps to terminate your agreement of purchase and sale.

Please acknowledge receipt of this email upon receipt by no later than December 2, 2024 at 5pm.

Thank you,

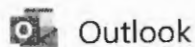
Bobby Kofman



Bobby Kofman
President

T 416.932.6228
M 647.282.6228
E bkofman@ksvadvisory.com

KSV Advisory Inc.
220 Bay Street, 13th Floor
Toronto, ON M5J 2W4
T 416.932.6262 | F 416.932.6266 | www.ksvadvisory.com



Fw: Delayed Communication for 377 Porte Road

From Maanit Patel <shrirohit@msn.com>

Date Tue 2025-01-14 9:00 PM

To Anjali Maanit Patel <anjalip728@gmail.com>

From: Bobby Kofman <bkofman@ksvadvisory.com>

Sent: January 14, 2025 6:58 AM

To: Maanit Patel <shrirohit@msn.com>

Cc: Martin Kasic <mkasic@ksvadvisory.com>; Meg Ostling <mostling@ksvadvisory.com>;

Edmond.lamek@ca.dlapiper.com <edmond.lamek@ca.dlapiper.com>

Subject: RE: Delayed Communication for 377 Porte Road

Maanit,

Per my last communication with you on December 23, you advised us that you would provide us with an update by January 10 as when you can complete your purchase of 377 Porte. We did not hear from you by January 10. Please provide an answer this week as to your intentions. Please note that we are in the process of drafting a report to court to advise of the status of your property, and other issues. Following that, absent a commitment from you to close on a timely basis on terms reasonably acceptable to us, we anticipate bringing a motion to terminate your agreement of purchase and sale and for authorization to sell the property.

We also require a copy of your tenant insurance policy. Please provide that to us this week.

Thank you,

Bobby Kofman



Bobby Kofman

President and Managing Director

T 416.932.6228

F 647.282.6228

W www.ksvadvisory.com

From: Maanit Patel <shrirohit@msn.com>

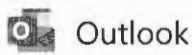
Sent: December 23, 2024 5:48 PM

To: Bobby Kofman <bkofman@ksvadvisory.com>

Subject: Delayed Communication for 377 Porte Road

Hello Sir,

I would like to offer my sincere apologies in delayed communication as you are aware about me suffering from cancer, I am moving in and out of the hospital.



377 Porte Road Closing

From Meg Ostling <mostling@ksvadvisory.com>
Date Mon 2025-01-20 5:57 PM
To shrirohit@msn.com <shrirohit@msn.com>
Cc Bobby Kofman <bkofman@ksvadvisory.com>; edmond.lamek@dlapiper.com <edmond.lamek@dlapiper.com>

Hi Rohit,

Further to our call, I understand you're in the process of finalizing financing and need a closing date to proceed.

We are prepared to close by no later than **March 15, 2025.**

Please keep us posted.

Thank you,



Meg Ostling	T	416.932.6022
Manager	M	416.659.9187
	E	mostling@ksvadvisory.com

KSV Advisory Inc.
220 Bay Street
Suite 1300, Box 20
Toronto, Ontario, M5J 2W4
T 416.932.6262 | F 416.932.6266 | www.ksvadvisory.com

This is Exhibit " B " referred to in the
affidavit of Rohitkumar Patel,
sworn before me at the City of Toronto this
8 day of September, 2025



ALLAN RASHEED MOHAMMED
Barrister, Solicitor & Notary Public
Province of Ontario
Canada

Exhibit B

Summary of Deposits by Rohitkumar Patel and Arvindaben Patel re 377 Porte Road, Ajax

Date	Payable To	Method of Payment	Source Account	Cheque Number	Amount	Exhibit	Notes
April 30, 2019	Hitesh Zaveri	Cheque	Manulife Financial	5	50,000.00	A	
June 10, 2020	Osmi Home	Cheque	TD Canada Trust	233	5,000.00	B	
June 10, 2020	Lerrato Inc.	Cheque	TD Canada Trust	234	5,000.00	B	
June 10, 2020	Osmi Home	Cheque	Royal Bank of Canada	26	20,000.00	C	
June 16, 2020	Osmi Home	Cheque	Royal Bank of Canada	28	15,000.00	D	
July 2, 2020	OM Sai Marble Inc.	Cheque	Royal Bank of Canada	30	10,000.00	E	
July 2, 2020	2145499 Ont Inc.	Cheque	Royal Bank of Canada	29	10,000.00	F	
July 29, 2020	Lerrato Inc.	Cheque	Royal Bank of Canada	32	10,000.00	G	
July 29, 2020	2145499 Ontario Inc.	Cheque	Royal Bank of Canada	31	10,000.00	H	
September 30, 2020	Lerrato Inc.	Cheque	Royal Bank of Canada	27	10,000.00	I	
November 20, 2020	Lerrato Inc.	Cheque	TD Canada Trust	129	10,000.00	J	
November 20, 2020	Osmi Home	Cheque	Royal Bank of Canada	35	20,000.00	K	
June 17, 2021	Osmi Home	Cheque	TD Canada Trust	236	8,000.00	L	
June 17, 2021	Osmi Home	Cheque	TD Canada Trust	235	9,000.00	L	
June 17, 2021	Osmi Home	Cheque	Royal Bank of Canada	34	8,000.00	M	
June 15, 2022	Lerrato Inc.	Cheque	Manulife Financial	20	25,000.00	N	
June 15, 2022	Lerrato Inc.	Cheque	TD Canada Trust	240	25,000.00	O	
July 12, 2022	Lerrato Inc.	Cheque	Manulife Financial	21	75,000.00	P	
August 15, 2022	Lerrato Inc.	Cheque	TD Canada Trust	241	50,000.00	Q	
September 14, 2022	Hitesh Zaveri	Cash		N/a	1,200.00		
September 15, 2022	Hitesh Zaveri	Cash		N/a	1,200.00		
November 11, 2022	Lerrato Inc.	Cheque	TD Canada Trust	242	15,000.00	R	
January 10, 2023	Lerrato Inc.	Cheque	Manulife Financial	23	9,000.00	S	
January 10, 2023	Lerrato Inc.	Cheque	TD Canada Trust	243	9,000.00	T	
January 10, 2023	Lerrato Inc.	Cheque	Royal Bank of Canada	38	7,000.00	U	
March 15, 2023	Osmi Home	Cheque	Manulife Financial	24	16,000.00	V	
June 21, 2023	Lerrato Inc.	Cheque	Manulife Financial	100	25,000.00	W	
June 23, 2023	Lerrato Inc.	Cheque	Manulife Financial	75	25,000.00	W	
July 8, 2023	Hitesh Zaveri	Cash		N/a	600.00		
October 6, 2023	Lerrato Inc.	Cheque	Manulife Financial	76	40,000.00	X	
October 6, 2023	Osmi Home	Cheque	Manulife Financial	77	15,000.00	X	
January 22, 2024	Osmi Home	Cheque	Royal Bank of Canada	39	30,000.00	Y	
March 26, 2024	Lerrato Inc.	Cheque	Manulife Financial	78	30,000.00	AC	
April 29, 2024	Lerrato Inc.	Cheque	Royal Bank of Canada	37	10,000.00	Z	
May 14, 2024	Lerrato Inc.	Cheque	Manulife Financial	81	11,000.00	AA	
May 16, 2024	Hitesh Zaveri	Cash		N/a	9,000.00		
September 7, 2024	Lerrato Inc.	Cheque	Manulife Financial	101	50,000.00	AB	
September 17, 2024		Cash		N/a	949.00		Installation Charge
					679,949.00		

Your account number
1337107

*0008759

Rohitkumar Patel
Arvindaben Patel
703-29 Rosebank Drive
Toronto ON M1B 5Y7

Borrowers
Rohitkumar Patel
Arvindaben Patel

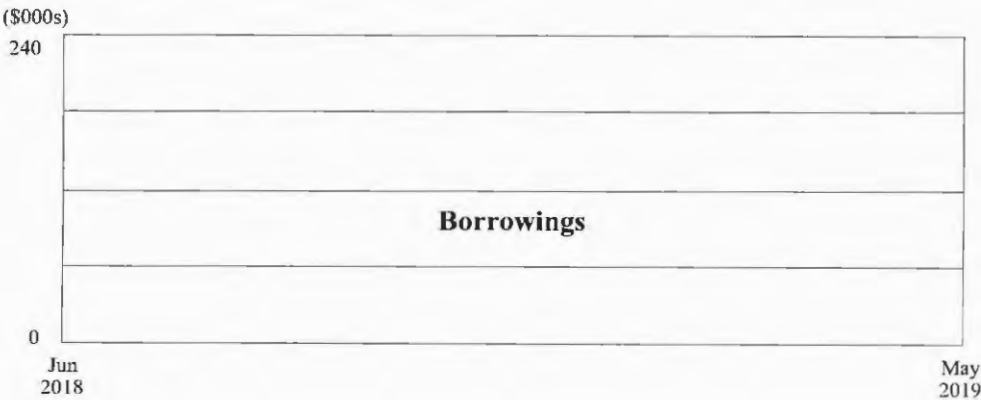
Snapshot of your Manulife One account

Your total borrowings at the end of April 2019	\$47,642.04	CR
Money that went into your account in May 2019	58,646.67	
Money that came out of your account in May 2019	61,539.55	
Your total borrowings at the end of May 2019	\$44,749.16	CR

Your maximum borrowing limit	\$240,500.00
Available limit on May 31, 2019	\$285,249.16

Summary of your progress

Your account is currently in a credit position.



Breaking up with paper is easy to do. Move on to something better: e-statements from Manulife Bank. Log in to your account at manulifebank.ca to change your statement preference and see how good it feels to be paper-free.

Details of your transactions

Details of the transactions for your main account

Date	Description	Money out	Money in	Borrowings
01 May 2019	Opening balance			\$47,642.04 CR
01 May 2019	CCQ NDDS		9,000.00	\$56,642.04 CR
01 May 2019	Rev. Deposit	9,000.00		\$47,642.04 CR
02 May 2019	Cheque# 5	50,000.00		\$2,357.96
03 May 2019	PAY IPEX INC		1,435.64	\$922.32
03 May 2019	PAY IPEX INC		1,435.64	\$513.32 CR
09 May 2019	PAY TORONTO HYDRO	66.78		\$446.54 CR
10 May 2019	INS PRIMERICA LIFE	344.19		\$102.35 CR
15 May 2019	PAY ENBRIDGE GAS INC	197.23		\$94.88
16 May 2019	INS MANULIFE		100.00	\$5.12 CR
16 May 2019	INS MANULIFE		100.00	\$105.12 CR
16 May 2019	Pay CITY OF TORONTO UTILITY	145.17		\$40.05
16 May 2019	CCQ NDDS		1,800.00	\$1,759.95 CR
17 May 2019	PAY IPEX INC		1,216.00	\$2,975.95 CR
17 May 2019	PAY IPEX INC		1,216.00	\$4,191.95 CR
20 May 2019	PAY PRESIDENTS CHOICE	1,530.40		\$2,661.55 CR
21 May 2019	INS MANULIFE		75.00	\$2,736.55 CR
21 May 2019	INS MANULIFE		75.00	\$2,811.55 CR
21 May 2019	INS MANULIFE		100.00	\$2,911.55 CR
21 May 2019	INS MANULIFE		100.00	\$3,011.55 CR
22 May 2019	INS MANULIFE		100.00	\$3,111.55 CR
22 May 2019	INS MANULIFE		100.00	\$3,211.55 CR
22 May 2019	CCQ NDDS		37,445.75	\$40,657.30 CR
27 May 2019	INS IND ALL LIFE IN	255.48		\$40,401.82 CR
31 May 2019	PAY IPEX INC		1,346.86	\$41,748.68 CR
31 May 2019	PAY IPEX INC		825.86	\$42,574.54 CR
31 May 2019	PAY IPEX INC		1,346.86	\$43,921.40 CR
31 May 2019	PAY IPEX INC		808.28	\$44,729.68 CR
31 May 2019	Interest Deposit		19.78	\$44,749.46 CR



B

ROHIT PATEL
ARVINDABEN PATEL
MAANIT PATEL
29 ROSEBANK DR UNIT 703
SCARBOROUGH ON M1B 5Y7 CAN

ACCOUNT NUMBER: 560903
BRANCH #: 327
FROM DATE: 2019-01-01
TO DATE: 2024-02-14

Transaction Description	Withdrawal Amount	Deposit Amount	Date	Balance
PROVIDENT EN R9A6Q4	\$48.04		08/11/2020	\$26,576.05
THE PERSONAL INS	\$62.47		08/20/2020	\$26,513.58
CANADA CPP		\$288.64	08/27/2020	\$26,802.22
CANADA CPP		\$356.21	08/27/2020	\$27,158.43
CANADA OAS		\$276.09	08/27/2020	\$27,434.52
BREADSOURCE COR F	\$4.95		08/27/2020	\$27,429.57
SSV TO: 14406222724	\$1.00		08/28/2020	\$27,428.57
PTS TO: 14406222724	\$10.00		08/31/2020	\$27,418.57
MONTHLY ACCOUNT FEE	\$29.95		08/31/2020	\$27,388.62
ACCT BAL REBATE		\$29.95	08/31/2020	\$27,418.57
THE PERSONAL INS	\$155.00		09/01/2020	\$27,263.57
MTCC 1160 FEE	\$358.64		09/01/2020	\$26,904.93
GC 1029-DEPOSIT		\$800.00	09/04/2020	\$27,704.93
PROVIDENT EN J5Q3W5	\$48.49		09/04/2020	\$27,656.44
Manulife INS	\$325.00		09/08/2020	\$27,331.44
AMEX BILL PYMT MSP	\$181.71		09/14/2020	\$27,149.73
GC 1029-TRANSFER		\$18,186.78	09/21/2020	\$45,336.51
CAD DRAFT 92527599	\$27,579.37		09/21/2020	\$17,757.14
THE PERSONAL INS	\$62.47		09/21/2020	\$17,694.67
CANADA CPP		\$288.64	09/28/2020	\$17,983.31
CANADA CPP		\$356.21	09/28/2020	\$18,339.52
CANADA OAS		\$276.09	09/28/2020	\$18,615.61
PTS TO: 14406222724	\$10.00		09/30/2020	\$18,605.61
MONTHLY ACCOUNT FEE	\$29.95		09/30/2020	\$18,575.66
ACCT BAL REBATE		\$29.95	09/30/2020	\$18,605.61
THE PERSONAL INS	\$151.32		10/01/2020	\$18,454.29
MTCC 1160 FEE	\$365.81		10/01/2020	\$18,088.48
GC 1029-DEPOSIT		\$800.00	10/02/2020	\$18,888.48
RQ071 TFR-TO C/C	\$6.23		10/05/2020	\$18,882.25
PROVIDENT EN Z5U3H8	\$42.69		10/05/2020	\$18,839.56
Manulife INS	\$325.00		10/06/2020	\$18,514.56
CHQ#00233-2141697247	\$5,000.00		10/06/2020	\$13,514.56
CHQ#00234-2141697250	\$5,000.00		10/06/2020	\$8,514.56
THE PERSONAL INS	\$62.47		10/20/2020	\$8,452.09

Image and Transaction Details of Cheque - # 26

Front

ARVINDABEN PATEL *SIGNATURE* 026
DATE 2020-06-10
Y Y Y Y M M D D
PAY TO THE ORDER OF Osmi Homes Inc. \$20,000.00
Twenty thousand 00/100 DOLLARS
ROYAL BANK OF CANADA
BOX GROVE BRANCH
60 COPPER CREEK DRIVE
MARKHAM, ON L6B 0P2
MEMO H. R. Patel
026 003130035078449

Back

DSPACC: 1003334
DSPTR: 00086-003
ITMSEQ: 1
LOC: Location001
Printer ID# 1021
Endorsement - Signature or Stamp
BACK/VERSO

Transaction Details

Date	Jun 10, 2020
Description	Cheque - # 26
Amount	\$20,000.00



Image and Transaction Details of
Cheque - # 28

Front

ARVINDABEN PATEL *SIGNATURE* 028
DATE 2020-06-16
Y Y Y Y M M D D
PAY TO THE ORDER OF OSmi Homes Inc. \$15000.00
Fifteen thousand 00/100 DOLLARS
ROYAL BANK OF CANADA
BOX GROVE BRANCH
80 COPPER CREEK DRIVE
MARKHAM, ON L3B 0P2
MEMO: A. P. Patel
⑈028⑈ ⑆00313⑆003⑆507⑆844⑆9⑈

Back

DSPACC: 1003334
DSPTR: 00086-003
ITMSEQ: 1
LOC: Location001
Printer ID# 1021
Endorsement - Signature or Stamp
BACK/VERSO

Transaction Details

Date	Jun 16, 2020
Description	Cheque - # 28
Amount	\$15,000.00

D

Image and Transaction Details of
Cheque - # 30

Front

ARVINDABEN PATEL
SIGNATURE
DATE 20-07-02
030
PAY TO THE ORDER OF OM SAI MARBLE INC.
Ten thousand
\$10,000.00
100 DOLLARS
ROYAL BANK OF CANADA
60X GROVE BRANCH
60 COPPER CREEK DRIVE
MARKHAM, ON L6B 0P2
H. A. Patel
030 100313-0031507-844-9

Back

DSPACC: 1002906
DSPTR: 00086-003
ITMSEQ: 1
LOC: Location001
Printer ID# 1021
Endorsement - Signature or Stamp
BACK/VERSO

Transaction Details

Date	Jul 2, 2020
Description	Cheque - # 30
Amount	\$10,000.00



Image and Transaction Details of
Cheque - # 29

Front

ARVINDABEN PATEL 029
SIGNATURE
DATE 2020-07-02
Y Y Y Y M M D D
PAY TO THE ORDER OF 2145499 ONT. Inc. \$10,000.00
Ten Thousand 00/100 DOLLARS
ROYAL BANK OF CANADA
BOX GROVE BRANCH
80 COPPER CREEK DRIVE
MARKHAM, ON L6B 0P2
10. Patel
⑆029⑆ ⑆00313⑆003⑆507⑆B449⑆

Back

DSPACC: 1004555
DSPTR: 00086-003
ITMSEQ: 1
LOC: Location001
Printer ID# 1021

Endorsement - Signature or Stamp

BACK/VERSO

Transaction Details

Date	Jul 2, 2020
Description	Cheque - # 29
Amount	\$10,000.00

LL

Image and Transaction Details of
Cheque - # 32

Front

ARVINDABEN PATEL
Signature
DATE 2020-07-29
0032
PAY TO THE ORDER OF Lerrato Inc. \$10,000.00
Ten thousand 00/100 DOLLARS
ROYAL BANK OF CANADA
BOX GROVE BRANCH
80 COPPER CREEK DRIVE
MARKHAM, ON L6B 0P2
A. Q. Patel
0032 00313-003:507-844-q

Back

DSPACC: 1005255
DSPTR: 00313-003
ITMSEQ: 1
LOC: Location001
Printer ID# 1021
Endorsement - Signature or Stamp
BACK/VERSO

Transaction Details

G

Date	Jul 29, 2020
Description	Cheque - # 32
Amount	\$10,000.00

G

Image and Transaction Details of Cheque - # 31

Front

ARVINDABEN PATEL SIGNATURE 031
DATE 2020-07-29
PAY TO THE ORDER OF 2145499 OH1. Inc. \$1000.00
Tom Holland 100 DOLLARS
ROYAL BANK OF CANADA
BOX GROVE BRANCH
60 COPPER CREEK DRIVE
MARKHAM, ON L6B 0P2
A.D. Patel
⑆03⑆ ⑆003⑆3-003⑆507-844-9⑆

Back

DSPACC: 1004555
DSPTR: 00086-003
ITMSEQ: 1
LOC: Location001
Printer ID# 1021
Endorsement - Signature or Stamp
BACK/VERSO

Transaction Details

Date	Jul 29, 2020
Description	Cheque - # 31
Amount	\$10,000.00

I

Image and Transaction Details of Cheque - # 27

Front

ARVINDABEN PATEL
SIGNATURE
DATE 2020-09-30
027
Y Y Y M M D D
PAY TO THE ORDER OF Lerrato Inc. \$1000.00
Ten thousand 00/100 DOLLARS
ROYAL BANK OF CANADA
BOX GROVE BRANCH
50 COPPER CREEK DRIVE
MARKHAM, ON L3B 0P2
AR Patel
027 00313-003 507-844-9

Back

DSPACC: 1005255
DSPTR: 00313-003
ITMSEQ: 1
LOC: Location001
Printer ID# 1021
Endorsement - Signature or Stamp
BACK/VERSO

Transaction Details

Date	Oct 6, 2020
Description	Cheque - # 27
Amount	\$10,000.00

—



J

ROHIT PATEL
ARVINDABEN PATEL
MAANIT PATEL
29 ROSEBANK DR UNIT 703
SCARBOROUGH ON M1B 5Y7 CAN

ACCOUNT NUMBER: 560903
BRANCH #: 327
FROM DATE: 2019-01-01
TO DATE: 2024-02-14

Transaction Description	Withdrawal Amount	Deposit Amount	Date	Balance
BREADSOURCE COR _F	\$1.95		10/22/2020	\$8,450.14
SSV TO: 14406222724	\$1.00		10/23/2020	\$8,449.14
CANADA CPP		\$288.64	10/28/2020	\$8,737.78
CANADA CPP		\$356.21	10/28/2020	\$9,093.99
CANADA OAS		\$276.36	10/28/2020	\$9,370.35
GC 1029-DEPOSIT		\$10,800.00	10/29/2020	\$20,170.35
PTS TO: 14406222724	\$10.00		10/30/2020	\$20,160.35
GC 2116-TRANSFER		\$245.00	10/30/2020	\$20,405.35
MONTHLY ACCOUNT FEE	\$29.95		10/30/2020	\$20,375.40
ACCT BAL REBATE		\$29.95	10/30/2020	\$20,405.35
THE PERSONAL INS	\$151.34		11/02/2020	\$20,254.01
MTCC 1160 FEE	\$365.81		11/02/2020	\$19,888.20
Manulife INS	\$325.00		11/06/2020	\$19,563.20
PANCHAVATI SUPE _F	\$4.51		11/09/2020	\$19,558.69
PROVIDENT EN X6Q6H8	\$46.48		11/09/2020	\$19,512.21
MOBILE DEPOSIT		\$9,000.00	11/09/2020	\$28,512.21
CANADA CPP		\$333.30	11/10/2020	\$28,845.51
SSV TO: 14406222724	\$1.00		11/10/2020	\$28,844.51
THE PERSONAL INS	\$62.47		11/20/2020	\$28,782.04
CHQ#00129-4141522503	\$10,000.00		11/20/2020	\$18,782.04
PTS FRM: 18856332855		\$375.00	11/25/2020	\$19,157.04
CANADA CPP		\$288.64	11/26/2020	\$19,445.68
CANADA CPP		\$367.91	11/26/2020	\$19,813.59
CANADA OAS		\$276.36	11/26/2020	\$20,089.95
GC 1029-DEPOSIT		\$800.00	11/27/2020	\$20,889.95
PC MASTRCRD Y8L7W3	\$48.53		11/27/2020	\$20,841.42
PTS TO: 14406222724	\$10.00		11/30/2020	\$20,831.42
MONTHLY ACCOUNT FEE	\$29.95		11/30/2020	\$20,801.47
ACCT BAL REBATE		\$29.95	11/30/2020	\$20,831.42
GC 1790-DEPOSIT		\$1,500.00	12/01/2020	\$22,331.42
THE PERSONAL INS	\$151.34		12/01/2020	\$22,180.08
MTCC 1160 FEE	\$365.81		12/01/2020	\$21,814.27
PROVIDENT EN R3W4J7	\$48.03		12/07/2020	\$21,766.24
Manulife INS	\$325.00		12/07/2020	\$21,441.24

Image and Transaction Details of Cheque - # 35

Front


ARVINDABEN PATEL 035

SIGNATURE

DATE 2020-11-20
Y Y Y Y M M D D

PAY TO THE ORDER OF OSmi Homes Inc. \$20,000.00

Twenty thousand 00/100 DOLLARS

 ROYAL BANK OF CANADA
BOX GROVE BRANCH
80 COPPER CREEK DRIVE
MARKHAM, ON L8B 0P2

A.R. Patel

035 00313-0030507-844-9

Back

DSPACC: 1003334
DSPTR: 00086-003
ITMSEQ: 1
LOC: Location001

Printer ID# 1021

Endorsement - Signature or Stamp

BACK/VERSO

Transaction Details

Date	Nov 20, 2020
Description	Cheque - # 35
Amount	\$20,000.00

K



L

ROHIT PATEL
ARVINDABEN PATEL
MAANIT PATEL
29 ROSEBANK DR UNIT 703
SCARBOROUGH ON M1B 5Y7 CAN

ACCOUNT NUMBER: 560903
BRANCH #: 327
FROM DATE: 2019-01-01
TO DATE: 2024-02-14

Transaction Description	Withdrawal Amount	Deposit Amount	Date	Balance
Manulife INS	\$325.00		06/07/2021	\$31,974.78
SSV TO: 14406222724	\$2.00		06/08/2021	\$31,972.78
GC 1029-DEPOSIT		\$9,000.00	06/10/2021	\$40,972.78
CANADA CPP		\$110.15	06/15/2021	\$41,082.93
PROVIDENT EN K5J3K6	\$51.15		06/16/2021	\$41,031.78
✓ CHQ#00236-2142396751	\$8,000.00		06/17/2021	\$33,031.78
✓ CHQ#00235-2142396760	\$9,000.00		06/17/2021	\$24,031.78
2601016RBC PYT MTG	\$879.56		06/18/2021	\$23,152.22
CHQ#00237-3144744401	\$1,400.00		06/18/2021	\$21,752.22
THE PERSONAL INS	\$65.34		06/21/2021	\$21,686.88
2600936RBC PYT MTG	\$405.00		06/23/2021	\$21,281.88
PTS FRM: 18856332855		\$375.00	06/25/2021	\$21,656.88
TD VISA PREAUTH PYMT	\$38.09		06/25/2021	\$21,618.79
CANADA CPP		\$313.10	06/28/2021	\$21,931.89
CANADA CPP		\$393.61	06/28/2021	\$22,325.50
CANADA OAS		\$278.30	06/28/2021	\$22,603.80
PTS TO: 14406222724	\$10.00		06/30/2021	\$22,593.80
HW491 TFR-TO C/C	\$283.69		06/30/2021	\$22,310.11
MONTHLY ACCOUNT FEE	\$29.95		06/30/2021	\$22,280.16
ACCT BAL REBATE		\$29.95	06/30/2021	\$22,310.11
SEND E-TFR ***bxx	\$375.00		07/02/2021	\$21,935.11
THE PERSONAL INS	\$173.59		07/02/2021	\$21,761.52
MTCC 1160 FEE	\$365.81		07/02/2021	\$21,395.71
GC 1029-DEPOSIT		\$1,600.00	07/05/2021	\$22,995.71
GC 1029-DEPOSIT		\$800.00	07/05/2021	\$23,795.71
PROVIDENT EN X3J8W6	\$54.88		07/05/2021	\$23,740.83
TORONTO TAX X3J8Y9	\$986.00		07/05/2021	\$22,754.83
Manulife INS	\$325.00		07/06/2021	\$22,429.83
GC 1029-DEPOSIT		\$9,000.00	07/08/2021	\$31,429.83
CANADA PRO		\$206.70	07/09/2021	\$31,636.53
E-TRANSFER ***UpY		\$25.00	07/19/2021	\$31,661.53
LO204 TFR-TO C/C	\$94.77		07/19/2021	\$31,566.76
THE PERSONAL INS	\$65.34		07/20/2021	\$31,501.42
2600947RBC PYT MTG	\$879.56		07/20/2021	\$30,621.86



Royal Bank



ARVINDABEN PATEL

Feb 24, 2024

Image and Transaction Details of Cheque - # 34

Front

ARVINDABEN PATEL	SIGNATURE	034
	DATE	2021-06-17
		Y Y Y Y M M D D
PAY TO THE ORDER OF	Osni Homes Inc.	\$ 8000/-
	Eight Thousand	00/100 DOLLARS
	ROYAL BANK OF CANADA BOX GROVE BRANCH 80 COPPER CREEK DRIVE MARKHAM, ON L8B 0P2	H.R. Patel
034 00313-0031507-8449		

Back

DSPACC: 1003334
DSPTR: 00086-003
ITMSEQ: 1
LOC: Location001

Printer ID# 1021

Endorsement - Signature or Stamp

BACK/VERSO

Transaction Details

Date	Jun 17, 2021
Description	Cheque - # 34
Amount	\$8,000.00

M

Your account number
1337107

Your representative
Malcolm Driver

*0004761

Rohitkumar Patel
Arvindaben Patel
703-29 Rosebank Drive
Toronto ON M1B 5Y7

N

Borrowers
Rohitkumar Patel
Arvindaben Patel

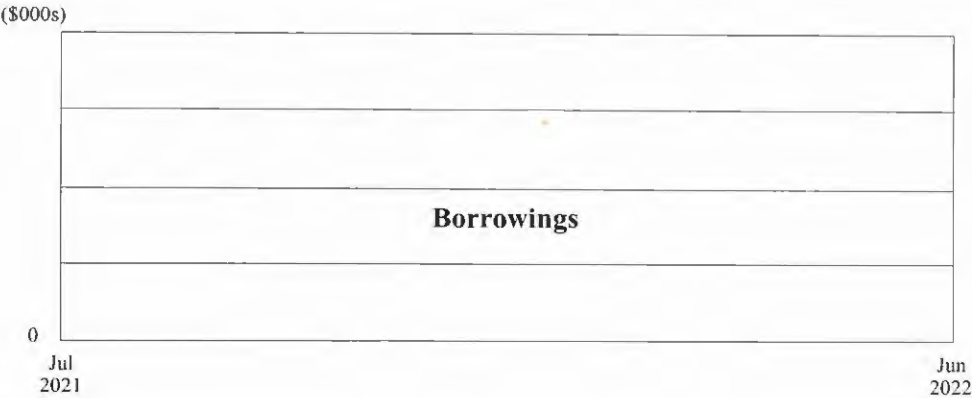
Snapshot of your Manulife One account

Your total borrowings at the end of May 2022	\$110,895.04	CR
Money that went into your account in June 2022	8,303.37	
Money that came out of your account in June 2022	26,813.67	
Your total borrowings at the end of June 2022	\$92,384.74	CR

Your maximum borrowing limit	\$0.00
Available limit on June 30, 2022	\$92,384.74

Summary of your progress

Your account is currently in a credit position.



Breaking up with paper is easy to do. Move on to something better: e-statements from Manulife Bank. Log in to your account at manulifebank.ca to change your statement preference and see how good it feels to be paper-free.

Details of your transactions

Details of the transactions for your main account

Date	Description	Money out	Money in	Borrowings
01 Jun 2022	Opening balance			\$110,895.04 CR
01 Jun 2022	MSP Toronto Std Con	471.66		\$110,423.38 CR
09 Jun 2022	CCQ NDDS		1,500.00	\$111,923.38 CR
10 Jun 2022	PAY IPEX Inc.		1,751.60	\$113,674.98 CR
10 Jun 2022	PAY IPEX Inc.		1,861.30	\$115,536.28 CR
10 Jun 2022	INS PRIMERICA LIFE	233.80		\$115,302.48 CR
15 Jun 2022	Cheque# 20	25,000.00		\$90,302.48 CR
17 Jun 2022	PAY PLICC - SEG FDS		29.59	\$90,332.07 CR
20 Jun 2022	Pay CITY OF TORONTO	490.00		\$89,842.07 CR
24 Jun 2022	PAY IPEX Inc.		1,505.06	\$91,347.13 CR
24 Jun 2022	PAY IPEX Inc.		1,595.05	\$92,942.18 CR
27 Jun 2022	INS IND ALL LIFE IN	255.48		\$92,686.70 CR
28 Jun 2022	Pay TORONTO	65.73		\$92,620.97 CR
28 Jun 2022	Pay PC FINANCIAL	297.00		\$92,323.97 CR
30 Jun 2022	Interest Deposit		60.77	\$92,384.74 CR
30 Jun 2022	Closing balance	\$26,813.67	\$8,303.37	\$92,384.74 CR



O

ROHIT PATEL
ARVINDABEN PATEL
MAANIT PATEL
29 ROSEBANK DR UNIT 703
SCARBOROUGH ON M1B 5Y7 CAN

ACCOUNT NUMBER: 560903
BRANCH #: 327
FROM DATE: 2019-01-01
TO DATE: 2024-02-14

Transaction Description	Withdrawal Amount	Deposit Amount	Date	Balance
THE PERSONAL INS	\$70.57		05/20/2022	\$46,155.81
2601127RBC PYT MTG	\$405.00		05/25/2022	\$45,750.81
CANADA CPP		\$361.99	05/27/2022	\$46,112.80
CANADA CPP		\$404.23	05/27/2022	\$46,517.03
CANADA OAS		\$291.90	05/27/2022	\$46,808.93
PTS TO: 14406222724	\$10.00		05/31/2022	\$46,798.93
WJ002 TFR-TO C/C	\$25.54		05/31/2022	\$46,773.39
PROVIDENT EN Z8Q2J9	\$57.55		05/31/2022	\$46,715.84
MONTHLY ACCOUNT FEE	\$29.95		05/31/2022	\$46,685.89
ACCT BAL REBATE		\$29.95	05/31/2022	\$46,715.84
THE PERSONAL INS	\$175.34		06/01/2022	\$46,540.50
MTCC 1160 FEE	\$374.96		06/01/2022	\$46,165.54
Manulife INS	\$325.00		06/06/2022	\$45,840.54
✓ CHQ#00240-2140906906	\$25,000.00		06/15/2022	\$20,840.54
TORONTO TAX Q9U5R5	\$341.71		06/20/2022	\$20,498.83
2601609RBC PYT MTG	\$879.56		06/20/2022	\$19,619.27
THE PERSONAL INS	\$70.57		06/21/2022	\$19,548.70
ENBRIDGE GAS U2J6J8	\$198.19		06/23/2022	\$19,350.51
2601040RBC PYT MTG	\$405.00		06/23/2022	\$18,945.51
CANADA CPP		\$361.99	06/28/2022	\$19,307.50
CANADA CPP		\$404.23	06/28/2022	\$19,711.73
CANADA OAS		\$291.90	06/28/2022	\$20,003.63
PTS TO: 14406222724	\$10.00		06/30/2022	\$19,993.63
MONTHLY ACCOUNT FEE	\$29.95		06/30/2022	\$19,963.68
ACCT BAL REBATE		\$29.95	06/30/2022	\$19,993.63
PROVIDENT EN X8Z9R9	\$53.05		07/04/2022	\$19,940.58
THE PERSONAL INS	\$175.34		07/04/2022	\$19,765.24
MTCC 1160 FEE	\$374.96		07/04/2022	\$19,390.28
GC 2430-DEPOSIT		\$2,000.00	07/06/2022	\$21,390.28
Manulife INS	\$325.00		07/06/2022	\$21,065.28
CANADA FED		\$279.50	07/15/2022	\$21,344.78
TORONTO TAX H8U3Z7	\$340.00		07/18/2022	\$21,004.78
2601103RBC PYT MTG	\$879.56		07/19/2022	\$20,125.22
THE PERSONAL INS	\$70.57		07/20/2022	\$20,054.65

*0004556

P

Rohitkumar Patel
Arvindaben Patel
703-29 Rosebank Drive
Toronto ON M1B 5Y7

Your account number
1337107
Your representative
Malcolm Driver

Borrowers
Rohitkumar Patel
Arvindaben Patel

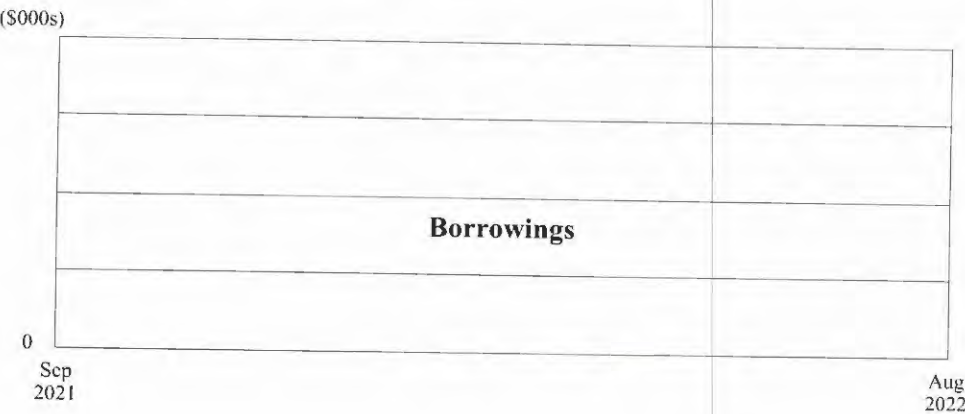
Snapshot of your Manulife One account

Your total borrowings at the end of July 2022	\$96,679.47	CR
Money that went into your account in August 2022	9,022.67	
Money that came out of your account in August 2022	76,967.57	
Your total borrowings at the end of August 2022	\$28,734.57	CR

Your maximum borrowing limit	\$0.00
Available limit on August 31, 2022	\$28,734.57

Summary of your progress

Your account is currently in a credit position.



Details of your transactions

Details of the transactions for your main account

Date	Description	Money out	Money in	Borrowings
01 Aug 2022	Opening balance			\$96,679.47 CR
01 Aug 2022	Pay TORONTO	96.30		\$96,583.17 CR
01 Aug 2022	Pay PC FINANCIAL	261.72		\$96,321.45 CR
02 Aug 2022	MSP Toronto Std Con	471.66		\$95,849.79 CR
05 Aug 2022	PAY IPEX Inc.		1,481.18	\$97,330.97 CR
05 Aug 2022	PAY IPEX Inc.		1,569.45	\$98,900.42 CR
09 Aug 2022	CCQ NDDS		2,850.00	\$101,750.42 CR
10 Aug 2022	INS PRIMERICA LIFE	233.80		\$101,516.62 CR
12 Aug 2022	Cheque# 21	75,000.00		\$26,516.62 CR
19 Aug 2022	PAY IPEX Inc.		1,493.11	\$28,009.73 CR
19 Aug 2022	PAY IPEX Inc.		1,582.24	\$29,591.97 CR
22 Aug 2022	Pay CITY OF TORONTO	488.91		\$29,103.06 CR
22 Aug 2022	Pay CITY OF TORONTO UTILITY	159.70		\$28,943.36 CR
25 Aug 2022	INS IND ALL LIFE IN	255.48		\$28,687.88 CR
31 Aug 2022	Interest Deposit		46.69	\$28,734.57 CR
31 Aug 2022	Closing balance	\$76,967.57	\$9,022.67	\$28,734.57 CR

P

ROHITKUMAR PATEL
ARVINDABEN PATEL
703-29 ROSEBANK DRIVE
TORONTO, ON M1B 5Y7

021

DATE 2022-08-12
Y Y Y Y M M D D

PAY TO THE
ORDER OF

Lerrato Inc.
Seventy five thousand

\$ 75000.00

00 100 DOLLARS

Security features
included
Details on back

Manulife Bank

500 KING STREET NORTH
WATERLOO, ONTARIO N2J 4C6

MEMO

Deposit for 367 Port Rd.

Emmanuel

⑈02⑈ ⑈050⑈ ⑈2⑈ ⑈540⑈

⑈337⑈ ⑈107⑈



Q

ROHIT PATEL
ARVINDABEN PATEL
MAANIT PATEL
29 ROSEBANK DR UNIT 703
SCARBOROUGH ON M1B 5Y7 CAN

ACCOUNT NUMBER: 560903
BRANCH #: 327
FROM DATE: 2019-01-01
TO DATE: 2024-02-14

Transaction Description	Withdrawal Amount	Deposit Amount	Date	Balance
MBNA M/C K6Z8R7	\$1,350.00		07/22/2022	\$18,704.65
FRESHCO #3876 F	\$2.21		07/25/2022	\$18,702.44
GC 1790-DEPOSIT		\$1,950.00	07/25/2022	\$20,652.44
2601604RBC PYT MTG	\$405.00		07/25/2022	\$20,247.44
SSV TO: 14406222724	\$1.00		07/26/2022	\$20,246.44
CANADA CPP		\$361.99	07/27/2022	\$20,608.43
CANADA CPP		\$404.23	07/27/2022	\$21,012.66
CANADA OAS		\$300.07	07/27/2022	\$21,312.73
PTS TO: 14406222724	\$10.00		07/29/2022	\$21,302.73
MONTHLY ACCOUNT FEE	\$29.95		07/29/2022	\$21,272.78
ACCT BAL REBATE		\$29.95	07/29/2022	\$21,302.73
PROVIDENT EN R4J5L3	\$49.12		08/02/2022	\$21,253.61
THE PERSONAL INS	\$175.34		08/02/2022	\$21,078.27
MTCC 1160 FEE	\$374.96		08/02/2022	\$20,703.31
CANADA CPP		\$22.50	08/03/2022	\$20,725.81
Manulife INS	\$325.00		08/08/2022	\$20,400.81
UJ340 TFR-FR 6222724		\$40,000.00	08/15/2022	\$60,400.81
E-TRANSFER ***bne		\$258.01	08/15/2022	\$60,658.82
ENBRIDGE GAS U7J5K7	\$195.76		08/15/2022	\$60,463.06
✓ CHQ#00241-2141246755	\$50,000.00		08/15/2022	\$10,463.06
2601114RBC PYT MTG	\$879.56		08/18/2022	\$9,583.50
THE PERSONAL INS	\$70.57		08/22/2022	\$9,512.93
2601109RBC PYT MTG	\$405.00		08/23/2022	\$9,107.93
CANADA CPP		\$362.65	08/29/2022	\$9,470.58
CANADA CPP		\$404.23	08/29/2022	\$9,874.81
CANADA OAS		\$300.07	08/29/2022	\$10,174.88
PTS TO: 14406222724	\$10.00		08/31/2022	\$10,164.88
MONTHLY ACCOUNT FEE	\$29.95		08/31/2022	\$10,134.93
ACCT BAL REBATE		\$29.95	08/31/2022	\$10,164.88
THE PERSONAL INS	\$175.34		09/01/2022	\$9,989.54
MTCC 1160 FEE	\$374.96		09/01/2022	\$9,614.58
Manulife INS	\$325.00		09/06/2022	\$9,289.58
✓ CHQ#00130-4143305793	\$1,200.00		09/14/2022	\$8,089.58
S/C REVERSAL		\$3.00	09/20/2022	\$8,092.58

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ROHIT PATEL OR
ARVINDABEN PATEL
29 ROSEBANK DR UNIT 703
SCARBOROUGH, ON M1B 5Y7

241

DATE 2 0 22 08 12
Y Y Y Y M M D D

PAY TO THE
ORDER OF

Lerrato Inc.

\$ 50,000.00

Fifty thousand

a / 100 DOLLARS

Security features
included.
Details on back



Canada Trust
26 WILLIAM KITCHEN RD.
SCARBOROUGH, ONTARIO M1P 5B7

MEMO

Deposit for 367 Portfolio.

Enclosed

MP

⑈ 24 11 ⑈ ⑆ 03272 004 ⑆

560903 ⑈ 4 ⑈



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ROHIT PATEL
ARVINDABEN PATEL
MAANIT PATEL
29 ROSEBANK DR UNIT 703
SCARBOROUGH ON M1B 5Y7 CAN

ACCOUNT NUMBER: 560903
BRANCH #: 327
FROM DATE: 2019-01-01
TO DATE: 2024-02-14

Transaction Description	Withdrawal Amount	Deposit Amount	Date	Balance
GC 1029-CASH WITHDRA	\$1,200.00		09/20/2022	\$6,892.58
GC 1029-TRANSFER		\$5,000.00	09/20/2022	\$11,892.58
THE PERSONAL INS	\$70.57		09/20/2022	\$11,822.01
2601047RBC PYT MTG	\$879.56		09/20/2022	\$10,942.45
2601121RBC PYT MTG	\$405.00		09/23/2022	\$10,537.45
CANADA CPP		\$362.65	09/27/2022	\$10,900.10
CANADA CPP		\$404.23	09/27/2022	\$11,304.33
CANADA OAS		\$300.07	09/27/2022	\$11,604.40
PTS TO: 14406222724	\$10.00		09/29/2022	\$11,594.40
MIRCH MASALA GR	\$94.52		09/29/2022	\$11,499.88
MONTHLY ACCOUNT FEE	\$29.95		09/29/2022	\$11,469.93
ACCT BAL REBATE		\$29.95	09/29/2022	\$11,499.88
SSV TO: 14406222724	\$1.00		10/03/2022	\$11,498.88
THE PERSONAL INS	\$175.34		10/03/2022	\$11,323.54
MTCC 1160 FEE	\$380.58		10/03/2022	\$10,942.96
CANADA CPP		\$87.69	10/05/2022	\$11,030.65
CANADA CPP		\$89.67	10/05/2022	\$11,120.32
Manulife INS	\$325.00		10/06/2022	\$10,795.32
GC 2430-DEPOSIT		\$24,000.00	10/13/2022	\$34,795.32
CANADA CAI		\$139.75	10/14/2022	\$34,935.07
2601055RBC PYT MTG	\$879.56		10/18/2022	\$34,055.51
THE PERSONAL INS	\$70.57		10/20/2022	\$33,984.94
2601207RBC PYT MTG	\$405.00		10/25/2022	\$33,579.94
CANADA CPP		\$369.24	10/27/2022	\$33,949.18
CANADA CPP		\$407.76	10/27/2022	\$34,356.94
CANADA OAS		\$308.48	10/27/2022	\$34,665.42
PTS TO: 14406222724	\$10.00		10/31/2022	\$34,655.42
MONTHLY ACCOUNT FEE	\$29.95		10/31/2022	\$34,625.47
ACCT BAL REBATE		\$29.95	10/31/2022	\$34,655.42
THE PERSONAL INS	\$175.34		11/01/2022	\$34,480.08
MTCC 1160 FEE	\$380.58		11/01/2022	\$34,099.50
Manulife INS	\$325.00		11/07/2022	\$33,774.50
✓ CHQ#00242-1143769794	\$15,000.00		11/09/2022	\$18,774.50
2601043RBC PYT MTG	\$879.56		11/18/2022	\$17,894.94

R

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ROHIT PATEL OR
ARVINDABEN PATEL
29 ROSEBANK DR UNIT 703
SCARBOROUGH, ON M1B 5Y7

242


DATE 2 0 2 2 1 1 0 9
Y Y Y Y M M D D

PAY TO THE
ORDER OF

Lerao Inc.

\$15,000/-

Fifteen Thousand only

100 DOLLARS  Security features
included
Details on back



Canada Trust
28 WILLIAM KITCHEN RD.
SCARBOROUGH, ONTARIO M1P 5B7

MEMO

deposit

Emmasei

⑈ 242⑈ ⑆03272⑈004⑆

560903⑈4⑈

*0004203

Rohitkumar Patel
Arvindaben Patel
703-29 Rosebank Drive
Toronto ON M1B 5Y7

Your account number
1337107
Your representative
Malcolm Driver

Borrowers
Rohitkumar Patel
Arvindaben Patel

Snapshot of your Manulife One account

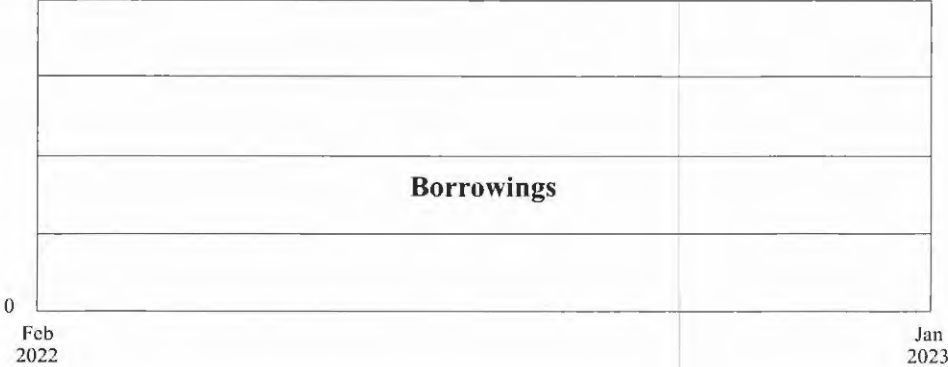
Your total borrowings at the end of December 2022	\$77,484.61	CR
Money that went into your account in January 2023	16,799.15	
Money that came out of your account in January 2023	10,787.73	
Your total borrowings at the end of January 2023	\$83,496.03	CR

Your maximum borrowing limit	\$0.00
Available limit on January 31, 2023	\$83,496.03

Summary of your progress

Your account is currently in a credit position.

(\$000s)



Details of your transactions

Details of the transactions for your main account

Date	Description	Money out	Money in	Borrowings
01 Jan 2023	Opening balance			\$77,484.61 CR
01 Jan 2023	Pay PC FINANCIAL	308.51		\$77,176.10 CR
03 Jan 2023	INS MANULIFE		150.00	\$77,326.10 CR
03 Jan 2023	INS MANULIFE		150.00	\$77,476.10 CR
03 Jan 2023	INS MANULIFE		200.00	\$77,676.10 CR
03 Jan 2023	INS MANULIFE		50.00	\$77,726.10 CR
03 Jan 2023	MSP TSCC2808	470.84		\$77,255.26 CR
05 Jan 2023	Pay MBNA CANADA -	96.15		\$77,159.11 CR
06 Jan 2023	PAY IPEX Inc.		1,762.34	\$78,921.45 CR
06 Jan 2023	PAY IPEX Inc.		1,873.85	\$80,795.30 CR
06 Jan 2023	INS MANULIFE		120.00	\$80,915.30 CR
06 Jan 2023	INS MANULIFE		120.00	\$81,035.30 CR
10 Jan 2023	INS PRIMERICA LIFE	233.80		\$80,801.50 CR
10 Jan 2023	Pay TORONTO	72.85		\$80,728.65 CR
10 Jan 2023	Cheque# 23 ✓ 9,000.00			\$71,728.65 CR
10 Jan 2023	CCQ NDDS		9,000.00	\$80,728.65 CR
16 Jan 2023	PAY PROVIDENT ENERGY	36.17		\$80,692.48 CR
16 Jan 2023	PAY ENBRIDGE GAS INC	294.93		\$80,397.55 CR
19 Jan 2023	PAY PC FINANCIAL	19.00		\$80,378.55 CR
20 Jan 2023	PAY IPEX Inc.		1,568.79	\$81,947.34 CR
20 Jan 2023	PAY IPEX Inc.		1,666.21	\$83,613.55 CR
25 Jan 2023	INS IND ALL LIFE IN	255.48		\$83,358.07 CR
31 Jan 2023	Interest Deposit		137.96	\$83,496.03 CR
31 Jan 2023	Closing balance	\$10,787.73	\$16,799.15	\$83,496.03 CR



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ROHIT PATEL
ARVINDABEN PATEL
MAANIT PATEL
29 ROSEBANK DR UNIT 703
SCARBOROUGH ON M1B 5Y7 CAN

ACCOUNT NUMBER: 560903
BRANCH #: 327
FROM DATE: 2019-01-01
TO DATE: 2024-02-14

Transaction Description	Withdrawal Amount	Deposit Amount	Date	Balance
THE PERSONAL INS	\$70.57		11/21/2022	\$17,824.37
2601011RBC PYT MTG	\$405.00		11/23/2022	\$17,419.37
CANADA CPP		\$369.24	11/28/2022	\$17,788.61
CANADA CPP		\$407.76	11/28/2022	\$18,196.37
CANADA OAS		\$308.48	11/28/2022	\$18,504.85
GC 1029-DEPOSIT		\$10.00	11/29/2022	\$18,514.85
WALMART MC Q8Q9J6	\$34.48		11/29/2022	\$18,480.37
PTS TO: 14406222724	\$10.00		11/30/2022	\$18,470.37
MONTHLY ACCOUNT FEE	\$29.95		11/30/2022	\$18,440.42
ACCT BAL REBATE		\$29.95	11/30/2022	\$18,470.37
THE PERSONAL INS	\$175.34		12/01/2022	\$18,295.03
MTCC 1160 FEE	\$380.58		12/01/2022	\$17,914.45
Manulife INS	\$325.00		12/06/2022	\$17,589.45
WALMART MC Y3J9J6	\$8.79		12/13/2022	\$17,580.66
THE PERSONAL INS	\$70.57		12/20/2022	\$17,510.09
2601260RBC PYT MTG	\$879.56		12/20/2022	\$16,630.53
CANADA CPP		\$369.24	12/21/2022	\$16,999.77
CANADA CPP		\$407.76	12/21/2022	\$17,407.53
CANADA OAS		\$308.48	12/21/2022	\$17,716.01
2601108RBC PYT MTG	\$405.00		12/23/2022	\$17,311.01
MONTHLY ACCOUNT FEE	\$29.95		12/30/2022	\$17,281.06
ACCT BAL REBATE		\$29.95	12/30/2022	\$17,311.01
PTS TO: 14406222724	\$10.00		12/30/2022	\$17,301.01
THE PERSONAL INS	\$217.88		01/03/2023	\$17,083.13
MTCC 1160 FEE	\$380.58		01/03/2023	\$16,702.55
Manulife INS	\$325.00		01/06/2023	\$16,377.55
GC 1029-DEPOSIT		\$9,000.00	01/10/2023	\$25,377.55
GC 1029-TRANSFER		\$5,000.00	01/10/2023	\$30,377.55
CHQ#00243-2143028764	\$9,000.00		01/10/2023	\$21,377.55
CANADA CAI		\$139.75	01/13/2023	\$21,517.30
2601057RBC PYT MTG	\$879.56		01/18/2023	\$20,637.74
THE PERSONAL INS	\$72.43		01/20/2023	\$20,565.31
WALMART STORE # F	\$66.82		01/23/2023	\$20,498.49
SSV TO: 14406222724	\$1.00		01/24/2023	\$20,497.49



Royal Bank



ARVINDABEN PATEL

Feb 9, 2024

U

Image and Transaction Details of Cheque - # 38

Front

ARVINDABEN PATEL

SIGNATURE

038

DATE 2023-01-10
Y Y Y Y M M D D

PAY TO THE ORDER OF Lerrato \$ 7000

Seven Thousand only /100 DOLLARS

ROYAL BANK OF CANADA
BOX GROVE BRANCH
80 COPPER CREEK DRIVE
MARKHAM, ON L8B 0P2

MEMO A.P. Patel

⑈038⑈ ⑆00313⑈003⑆507⑈844⑈9⑈

Back

DSPACC: 1005255
DSPTR: 00313-003
ITMSEQ: 1
LOC: LERRATO INC.

Printer ID# 1021

Endorsement - Signature or Stamp

BACK/VERSO

Transaction Details

Date	Jan 10, 2023
Description	Cheque - # 38
Amount	\$7,000.00

Rohitkumar Patel
Arvindaben Patel
703-29 Rosebank Drive
Toronto ON M1B 5Y7

*0004002

Your account number
1337107

Your representative
Malcolm Driver

Borrowers
Rohitkumar Patel
Arvindaben Patel

Snapshot of your Manulife One account

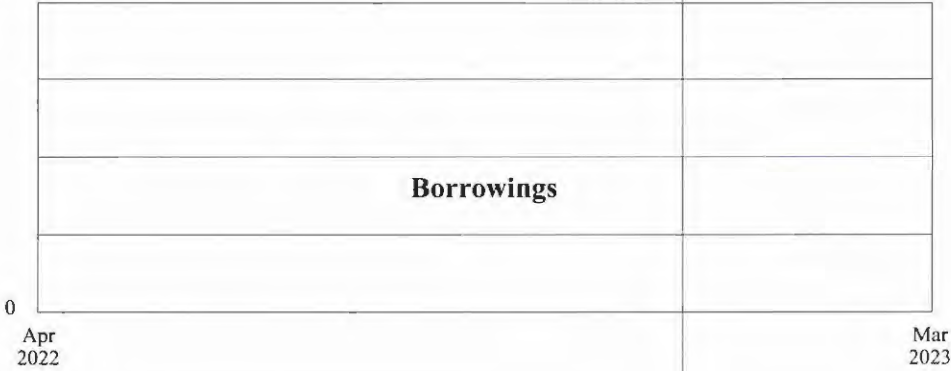
Your total borrowings at the end of February 2023	\$87,931.34	CR
Money that went into your account in March 2023	11,879.74	
Money that came out of your account in March 2023	74,172.09	
Your total borrowings at the end of March 2023	\$25,638.99	CR

Your maximum borrowing limit	\$0.00
Available limit on March 31, 2023	\$25,638.99

Summary of your progress

Your account is currently in a credit position.

(\$000s)



Details of your transactions

Details of the transactions for your main account

Date	Description	Money out	Money in	Borrowings
01 Mar 2023	Opening balance			\$87,931.34 CR
01 Mar 2023	MSP TSCC2808	470.84		\$87,460.50 CR
03 Mar 2023	PAY IPEX Inc.		1,796.35	\$89,256.85 CR
03 Mar 2023	PAY IPEX Inc.		1,924.05	\$91,180.90 CR
06 Mar 2023	PAY IPEX Inc.		634.50	\$91,815.40 CR
06 Mar 2023	PAY IPEX Inc.		783.96	\$92,599.36 CR
07 Mar 2023	Pay MBNA CANADA -	105.51		\$92,493.85 CR
07 Mar 2023	Transfer to 1718905	1,000.00		\$91,493.85 CR
10 Mar 2023	INS PRIMERICA LIFE	233.80		\$91,260.05 CR
13 Mar 2023	PAY TORONTO	75.29		\$91,184.76 CR
13 Mar 2023	PAY PROVIDENT ENERGY	38.43		\$91,146.33 CR
15 Mar 2023	PAY ENBRIDGE GAS INC	306.35		\$90,839.98 CR
15 Mar 2023	Cheque# 24 ✓	16,000.00		\$74,839.98 CR
17 Mar 2023	PAY IPEX Inc.		1,608.37	\$76,448.35 CR
17 Mar 2023	PAY IPEX Inc.		1,707.85	\$78,156.20 CR
20 Mar 2023	BPY PROVIDENT ENERG	38.43		\$78,117.77 CR
20 Mar 2023	Pay PC FINANCIAL	4,843.96		\$73,273.81 CR
20 Mar 2023	Transfer to 1718905	25,000.00		\$48,273.81 CR
22 Mar 2023	Pay CITY OF TORONTO	474.00		\$47,799.81 CR
22 Mar 2023	Pay CITY OF TORONTO	330.00		\$47,469.81 CR
22 Mar 2023	Transfer to 1718905	25,000.00		\$22,469.81 CR
27 Mar 2023	INS IND ALL LIFE IN	255.48		\$22,214.33 CR
31 Mar 2023	PAY IPEX Inc.		1,608.37	\$23,822.70 CR
31 Mar 2023	PAY IPEX Inc.		1,707.85	\$25,530.55 CR
31 Mar 2023	Interest Deposit		108.44	\$25,638.99 CR
31 Mar 2023	Closing balance	\$74,172.09	\$11,879.74	\$25,638.99 CR

*0003671

Rohitkumar Patel
Arvindaben Patel
703-29 Rosebank Drive
Toronto ON M1B 5Y7

Your account number
1337107

Your representative
Banking Consultant - Central

Borrowers
Rohitkumar Patel
Arvindaben Patel

Snapshot of your Manulife One account

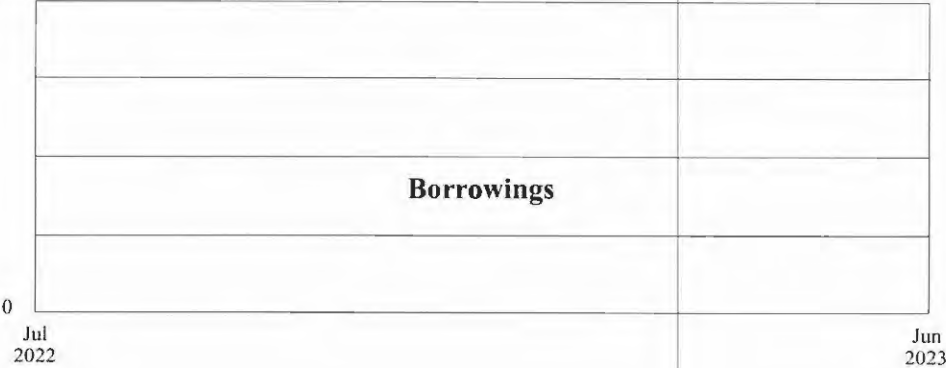
Your total borrowings at the end of May 2023	\$17,341.55	CR
Money that went into your account in June 2023	56,465.28	
Money that came out of your account in June 2023	61,735.98	
Your total borrowings at the end of June 2023	\$12,070.85	CR

Your maximum borrowing limit	\$0.00
Available limit on June 30, 2023	\$12,070.85

Summary of your progress

Your account is currently in a credit position.

(\$000s)



Details of your transactions

Details of the transactions for your main account

Date	Description	Money out	Money in	Borrowings
01 Jun 2023	Opening balance			\$17,341.55 CR
01 Jun 2023	MSP TSCC2808	470.84		\$16,870.71 CR
09 Jun 2023	PAY IPEX Inc.		1,871.94	\$18,742.65 CR
09 Jun 2023	PAY IPEX Inc.		273.06	\$19,015.71 CR
09 Jun 2023	PAY IPEX Inc.		831.65	\$19,847.36 CR
12 Jun 2023	INS PRIMERICA LIFE	233.80		\$19,613.56 CR
16 Jun 2023	Pay ENBRIDGE GAS INC	138.49		\$19,475.07 CR
16 Jun 2023	Transfer to 1718905	10,000.00		\$9,475.07 CR
21 Jun 2023	Transfer From 1718905		25,000.00	\$34,475.07 CR
21 Jun 2023	Cheque# 100 ✓	25,000.00		\$9,475.07 CR
23 Jun 2023	PAY IPEX Inc.		1,697.08	\$11,172.15 CR
23 Jun 2023	PAY IPEX Inc.		1,331.08	\$12,503.23 CR
23 Jun 2023	PAY IPEX Inc.		436.54	\$12,939.77 CR
23 Jun 2023	Transfer From 1718905		25,000.00	\$37,939.77 CR
23 Jun 2023	Cheque# 75 ✓	25,000.00		\$12,939.77 CR
24 Jun 2023	PAY CITY OF TORONTO	526.39		\$12,413.38 CR
24 Jun 2023	PAY CITY OF TORONTO	366.46		\$12,046.92 CR
30 Jun 2023	Interest Deposit		23.93	\$12,070.85 CR
30 Jun 2023	Closing balance	\$61,735.98	\$56,465.28	\$12,070.85 CR

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ROHITKUMAR PATEL 703-29 ROSEBANK DRIVE TORONTO, ON M1B 5Y7 (647) 724-9452		100	
DATE 2023-06-21 Y Y Y Y M M D D			
PAY TO THE ORDER OF <u>Lerrato Inc</u>		\$ 25,000/-	
<u>Twenty Five thousand only</u>		/100 DOLLARS	
Manulife Bank 500 KING STREET NORTH WATERLOO, ONTARIO N2J 4C6		<i>Emmanuel</i>	
MEMO <u>Uniques</u>			

⑈ 100 ⑈ ⑆05012⑈540⑆ 1337⑈107⑈

*0003405

Rohitkumar Patel
Arvindaben Patel
703-29 Rosebank Drive
Toronto ON M1B 5Y7

Your account number
1337107

Your representative
Banking Consultant - Central

Borrowers
Rohitkumar Patel
Arvindaben Patel

Snapshot of your Manulife One account

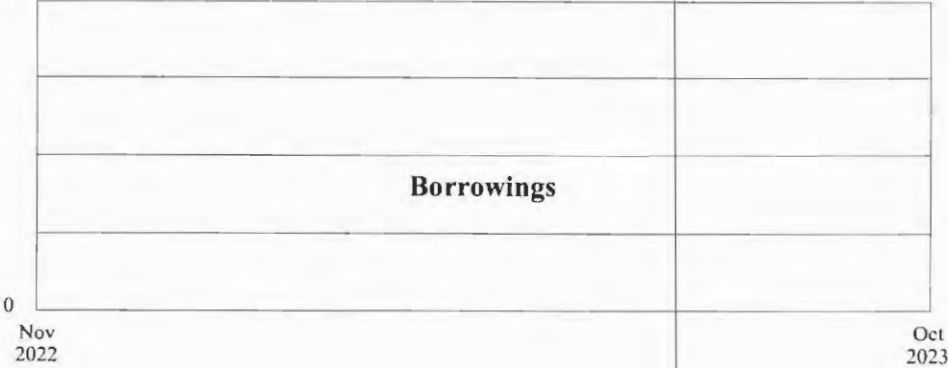
Your total borrowings at the end of September 2023	\$27,324.84	CR
Money that went into your account in October 2023	53,021.69	
Money that came out of your account in October 2023	70,176.18	
Your total borrowings at the end of October 2023	\$10,170.35	CR

Your maximum borrowing limit	\$0.00
Available limit on October 31, 2023	\$10,170.35

Summary of your progress

Your account is currently in a credit position.

(\$000s)



Details of your transactions

Details of the transactions for your main account

Date	Description	Money out	Money in	Borrowings
01 Oct 2023	Opening balance			\$27,324.84 CR
02 Oct 2023	Pay MBNA CANADA -	73.90		\$27,250.94 CR
02 Oct 2023	Pay PC FINANCIAL	144.45		\$27,106.49 CR
02 Oct 2023	Transfer to 1718905	12,000.00		\$15,106.49 CR
03 Oct 2023	MSP TSCC2808	470.84		\$14,635.65 CR
06 Oct 2023	Transfer From 1718905		45,000.00	\$59,635.65 CR
06 Oct 2023	Cheque# 76	40,000.00		\$19,635.65 CR
06 Oct 2023	Cheque# 77	15,000.00		\$4,635.65 CR
10 Oct 2023	INS PRIMERICA LIFE	233.80		\$4,401.85 CR
13 Oct 2023	PAY IPEX Inc.		1,786.29	\$6,188.14 CR
13 Oct 2023	PAY IPEX Inc.		1,900.01	\$8,088.15 CR
13 Oct 2023	PAY TORONTO	89.49		\$7,998.66 CR
17 Oct 2023	Pay ENBRIDGE GAS INC	42.63		\$7,956.03 CR
17 Oct 2023	Pay PC FINANCIAL	1,568.16		\$6,387.87 CR
27 Oct 2023	PAY IPEX Inc.		1,945.65	\$8,333.52 CR
27 Oct 2023	PAY IPEX Inc.		2,075.15	\$10,408.67 CR
30 Oct 2023	INS MANULIFE		150.00	\$10,558.67 CR
30 Oct 2023	INS MANULIFE		150.00	\$10,708.67 CR
31 Oct 2023	Pay PC FINANCIAL	479.47		\$10,229.20 CR
31 Oct 2023	Pay AMERICAN EXPRESS	73.44		\$10,155.76 CR
31 Oct 2023	Interest Deposit		14.59	\$10,170.35 CR
31 Oct 2023	Closing balance	\$70,176.18	\$53,021.69	\$10,170.35 CR

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ROHITKUMAR PATEL
703 29 ROSEBANK DRIVE
TORONTO, ON M1B 5Y7
(647) 724-9452

076

DATE 2023-10-06
Y Y Y Y M M D D

PAY TO THE ORDER OF Lerrato Inc. \$40,000.00
Forty thousand or 100 DOLLARS

Manulife Bank
500 KING STREET NORTH
WATERLOO, ONTARIO N2J 4G6

MEMO Porte Rd. 377

Emmanuel

MP

1107611050125401

13371071

Image and Transaction Details of Cheque - # 39

Front

ARVINDABEN PATEL

SIGNATURE

DATE 2024-01-22

039

PAY TO THE ORDER OF OSMI HOMES

Thirty Thousand Only

\$30,000/-

100 DOLLARS

ROYAL BANK OF CANADA
BOX GROVE BRANCH
80 COPPER CREEK DRIVE
MARKHAM, ON L6B 0P2

Deposit

A. D. Patel

039 00313-0031507-844-9

Back

Negotiating Institution: RBC ROYAL BANK
Deposit Transit Number: 00086-003
Account Number: 1003334
Date (YYYYMMDD): 20240123
Item Sequence Number: 9637911798

MDC AT MID: Y318
Envelope #: 361

Endorsement - Signature or Stamp

BACK/VERSO

Transaction Details

Jan 23, 2024

Date

Cheque - # 39

Description

\$30,000.00

Amount

Y

Z

ARVINDABEN PATEL

SIGNATURE

A.P. 037

DATE 2024-04-29
Y Y Y Y M M D D

PAY TO THE
ORDER OF

Lerrato Inc.
Ten Thousand

\$10,000.00

100 DOLLARS

Security features
included.
Details on back.



ROYAL BANK OF CANADA
BOX GROVE BRANCH
60 COPPER CREEK DRIVE
MARKHAM, ON L6B 0P2

MEMO

Deposit for Interest

A.P. Patel

MP

⑈037⑈ ⑆00313⑈003⑆507⑈844⑈9⑈

Your account number
1337107

Your representative
Banking Consultant - Central

Rohitkumar Patel
Arvindaben Patel
703-29 Rosebank Drive
Toronto ON M1B 5Y7

Borrowers
Rohitkumar Patel
Arvindaben Patel

*0002809

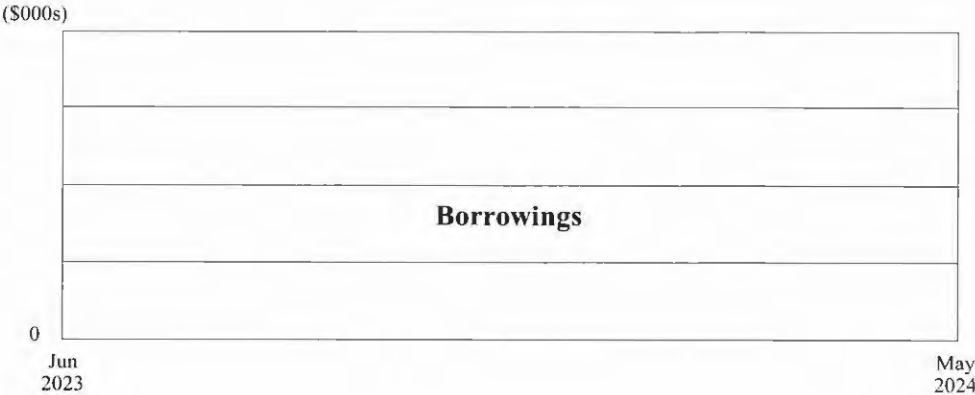
Snapshot of your Manulife One account

Your total borrowings at the end of April 2024	\$19,673.48	CR
Money that went into your account in May 2024	6,961.22	
Money that came out of your account in May 2024	20,542.74	
Your total borrowings at the end of May 2024	\$6,091.96	CR

Your maximum borrowing limit	\$0.00
Available limit on May 31, 2024	\$6,091.96

Summary of your progress

Your account is currently in a credit position.



Details of your transactions

Details of the transactions for your main account

Date	Description	Money out	Money in	Borrowings
01 May 2024	Opening balance			\$19,673.48 CR
01 May 2024	Pay MBNA CANADA -	6.23		\$19,667.25 CR
01 May 2024	Pay PC FINANCIAL	367.93		\$19,299.32 CR
08 May 2024	MSP TSCC 2808	475.56		\$18,823.76 CR
10 May 2024	PAY IPEX Inc.		1,683.36	\$20,507.12 CR
10 May 2024	PAY IPEX Inc.		1,787.80	\$22,294.92 CR
10 May 2024	PAY TORONTO	73.15		\$22,221.77 CR
10 May 2024	INS PRIMERICA LIFE	233.80		\$21,987.97 CR
✓ 14 May 2024	Cheque# 80	7,000.00		\$14,987.97 CR
✓ 14 May 2024	Cheque# 81	11,000.00		\$3,987.97 CR
15 May 2024	PAY ENBRIDGE GAS INC	75.53		\$3,912.44 CR
17 May 2024	Pay PC FINANCIAL	518.52		\$3,393.92 CR
17 May 2024	Pay CITY OF TORONTO UTILITY	316.07		\$3,077.85 CR
24 May 2024	PAY IPEX Inc.		1,683.36	\$4,761.21 CR
24 May 2024	PAY IPEX Inc.		1,787.80	\$6,549.01 CR
29 May 2024	Pay PC FINANCIAL	475.95		\$6,073.06 CR
31 May 2024	Interest Deposit		18.90	\$6,091.96 CR
31 May 2024	Closing balance	\$20,542.74	\$6,961.22	\$6,091.96 CR

AA



ROHITKUMAR PATEL
703-29 ROSEBANK DRIVE
TORONTO, ON M1B 5Y7
(647) 724-9452

081

DATE 20 24-05-14
Y Y Y Y M M D D

PAY TO THE
ORDER OF

Lerrato Inc.
Glen Howard

\$ 11000.00

100 DOLLARS

Security features
included
Outlets on bank

 **Manulife Bank**
500 KING STREET NORTH
WATERLOO, ONTARIO N2J 4C6

MEMO

[Signature]

081 05012540

1337 107

Rohitkumar Patel
Arvindaben Patel
703-29 Rosebank Drive
Toronto ON M1B 5Y7

*0002486

Your account number
1337107
Your representative
Banking Consultant - Central

Borrowers
Rohitkumar Patel
Arvindaben Patel

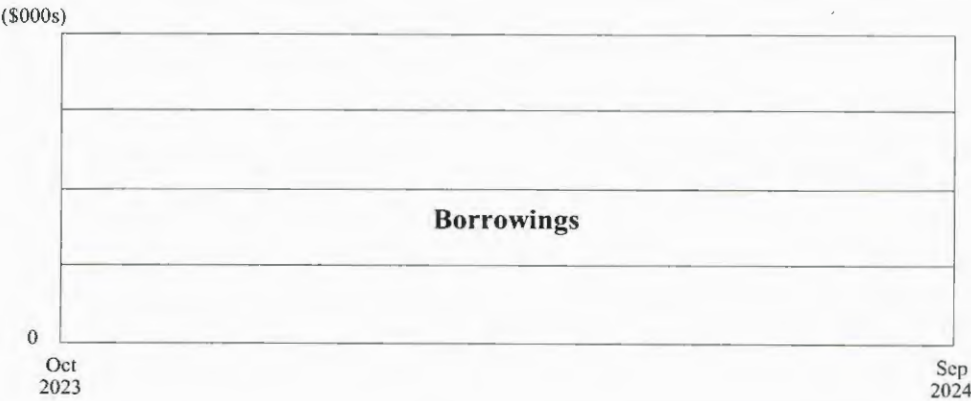
Snapshot of your Manulife One account

Your total borrowings at the end of August 2024	\$16,984.35	CR
Money that went into your account in September 2024	49,001.34	
Money that came out of your account in September 2024	53,593.76	
Your total borrowings at the end of September 2024	\$12,391.93	CR

Your maximum borrowing limit	\$0.00
Available limit on September 30, 2024	\$12,391.93

Summary of your progress

Your account is currently in a credit position.



Details of your transactions

Details of the transactions for your main account

Date	Description	Money out	Money in	Borrowings
01 Sep 2024	Opening balance			\$16,984.35 CR
03 Sep 2024	MSP TSCC 2808	475.56		\$16,508.79 CR
03 Sep 2024	Pay MBNA CANADA -	212.28		\$16,296.51 CR
03 Sep 2024	Pay TORONTO	139.57		\$16,156.94 CR
06 Sep 2024	Pay ENBRIDGE GAS INC	43.23		\$16,113.71 CR
06 Sep 2024	Transfer From 1718905		40,000.00	\$56,113.71 CR
10 Sep 2024	INS PRIMERICA LIFE	233.80		\$55,879.91 CR
✓ 10 Sep 2024	Cheque# 101	50,000.00		\$5,879.91 CR
13 Sep 2024	PAY IPEX Inc.		1,990.21	\$7,870.12 CR
13 Sep 2024	PAY IPEX Inc.		2,008.44	\$9,878.56 CR
13 Sep 2024	Pay PC FINANCIAL	1,315.32		\$8,563.24 CR
17 Sep 2024	INS MANULIFE		720.00	\$9,283.24 CR
17 Sep 2024	INS MANULIFE		280.00	\$9,563.24 CR
17 Sep 2024	Interac e-Transfer Send	1,174.00		\$8,389.24 CR
18 Sep 2024	INS MANULIFE		280.00	\$8,669.24 CR
18 Sep 2024	INS MANULIFE		720.00	\$9,389.24 CR
27 Sep 2024	PAY IPEX Inc.		1,499.64	\$10,888.88 CR
27 Sep 2024	PAY IPEX Inc.		1,485.32	\$12,374.20 CR
30 Sep 2024	Interest Deposit		17.73	\$12,391.93 CR
30 Sep 2024	Closing balance	\$53,593.76	\$49,001.34	\$12,391.93 CR

AB

ROHITKUMAR PATEL
703-29 ROSEBANK DRIVE
TORONTO, ON M1B 5Y7
(647) 724-9452

078

DATE 2024-03-26
Y Y Y Y M M D D

PAY TO THE
ORDER OF

Lerrato Inc.

\$ 30,000/-

Thirty Thousand only.

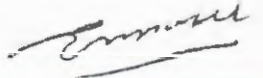
/100 DOLLARS

Security features
included.
Details on back.

 **Manulife Bank**
500 KING STREET NORTH
WATERLOO, ONTARIO N2J 4C6

MEMO

Adjusted



⑈078⑈ ⑆05012⑈540⑆

1337⑈107⑈

AC

Manulife One Account
-\$17,402.87

ACTIVITY DETAILS STATEMENTS

List View

Graph View

March 26

Cheque# 78

-\$30,000.00
-\$5,527.87

Transfer From 1718905

\$10,000.00
-\$35,527.87

Transfer From 1718905

\$6,000.00
-\$25,527.87

Filtered by: Mar 01, 2024 - May 31, 2024

Home

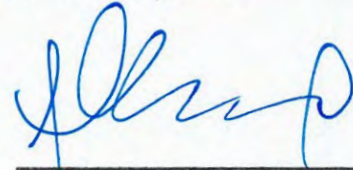
Bills

Transfers

Deposits

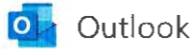
More

This is Exhibit " C " referred to in the
affidavit of Rohit Kumar Patel,
sworn before me at the City of Toronto this
9th day of September, 20 25



ALLAN RASHEED MOHAMMED
Barrister, Solicitor & Notary Public
Province of Ontario
Canada

Exhibit C



Fw: 367 Porte Rd framing as on 27/10/2022

From hitesh jhaveri <hiteshhitesh2004@yahoo.com>

Date Thu 2022-10-27 7:02 PM

To Rohit Patel <shrirohit@msn.com>

 2 attachments (1 MB)

0_IMG20221027082618.jpg; 0_IMG20221027082635.jpg;

Regards,

Hitesh R. Jhaveri

To: Hitesh R Jhaveri <hiteshhitesh2004@yahoo.com>

Sent: Thursday, October 27, 2022 at 06:52:26 PM EDT

Subject: 367 Porte Rd framing as on 27/10 2022

Sent from Android device

**Fw: marketing drawings of porte rd****From** hitesh jhaveri <hiteshhitesh2004@yahoo.com>**Date** Thu 2021-07-22 6:56 PM**To** Rohit Patel <shrirohit@msn.com> 1 attachment (11 MB)

367 porte rd marketing drawings.pdf;

Regards,

Hitesh R. Jhaveri

----- Forwarded Message -----

From: Shivani Singh <ssingh@dmgweblabs.com>**To:** 'hitesh jhaveri' <hiteshhitesh2004@yahoo.com>**Cc:** "hitesh@osmihomes.com" <hitesh@osmihomes.com>**Sent:** Wednesday, June 16, 2021, 10:38:19 PM EDT**Subject:** marketing drawings of porte rd

Hello Hiteshbhai,

Please find attached the marketing drawings of Porte Rd

Best regards,

Shivani Singh

IT & Marketing Consultant

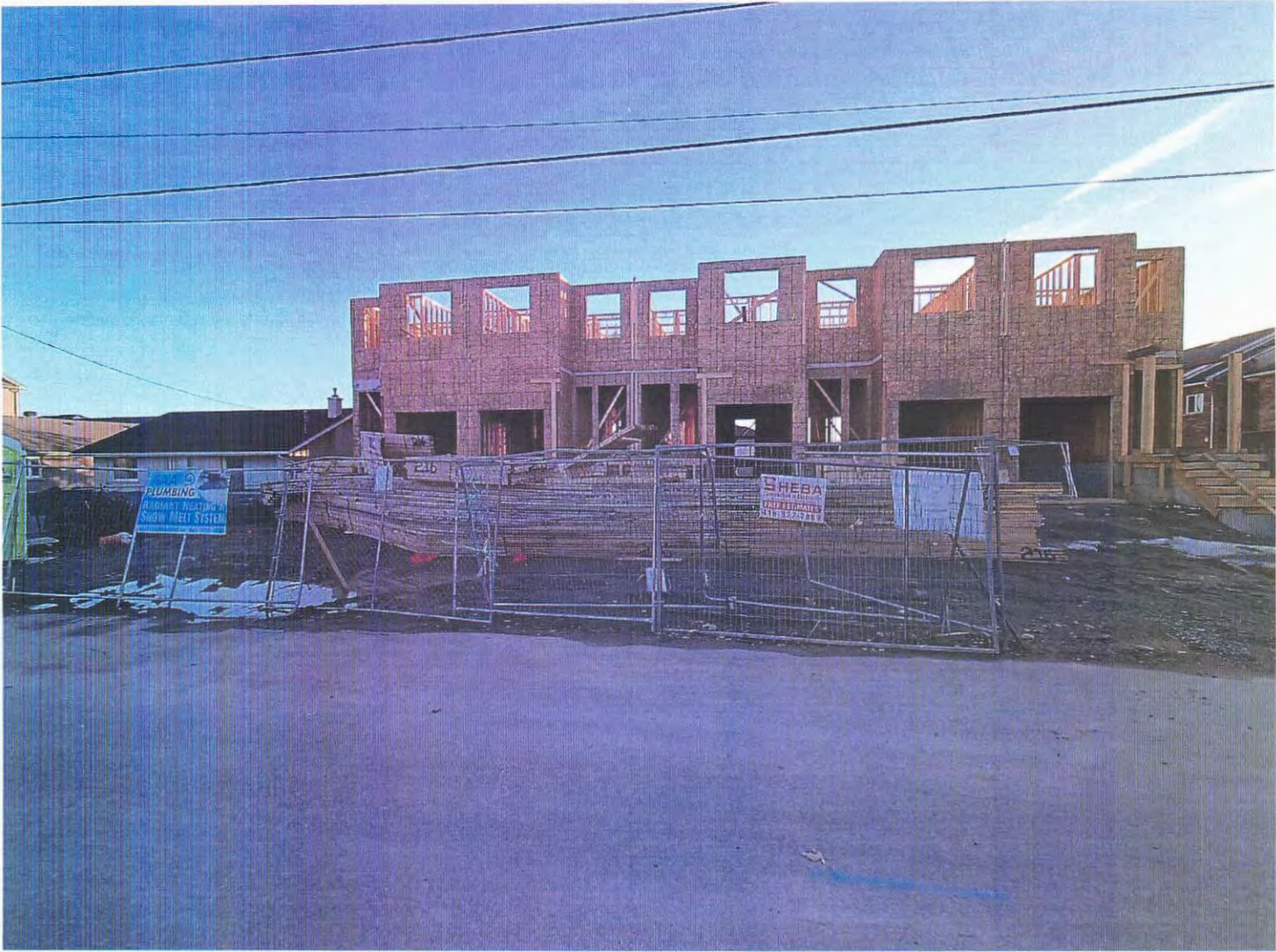


M: 647 639 1510

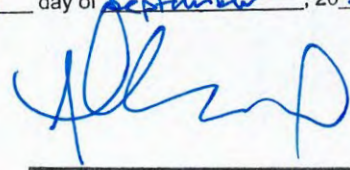
www.dmgweblabs.com

Skype - dmeg.weblabs

N.B: The contents of this e-mail and any attachments are confidential. It is intended for the named recipient(s) only. It may contain information that is privileged, confidential or exempt from disclosure. In any event, any privilege that exists is not waived. If you are not the intended recipient do not distribute it to another person or use it for any other purpose or make copies. Delete it and advise the sender immediately.



This is Exhibit " D " referred to in the
affidavit of Rohit Kumar Patel,
sworn before me at the City of Toronto this
8 day of September, 2025



ALLAN RASHEED MUHAMMED
Barrister, Solicitor & Notary Public
Province of Ontario
Canada

Exhibit D

  Nikita Jhaveri

overwhelmed with emotion and affection for all of you.

With love and gratitude,
NIKEETAA

2:57 PM

March 31, 2025

**Voice call**

47 sec 1:17 PM

**Voice call**

14 sec 3:10 PM

**Voice call**

8 sec 3:15 PM

**Missed voice call**

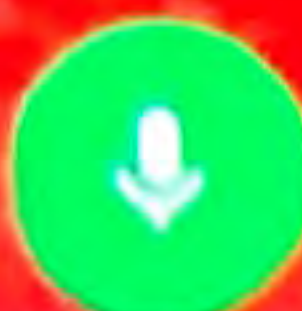
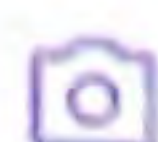
Tap to call back 8:14 PM

**Voice call**

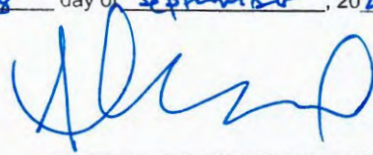
34 sec 8:45 PM

**Voice call**

5 min 8:58 PM

 Message

This is Exhibit " E " referred to in the
affidavit of Rohit Kumar Patel,
sworn before me at the City of Toronto this
8th day of September, 2025



ALLAN RASHEED MOHAMMED
Barrister, Solicitor & Notary Public
Province of Ontario
Canada

Exhibit E

From: niketa@osmihomes.com
Date: April 9, 2025 at 7:46:41 AM EDT
To: "Harvey G. Chaiton" <Harvey@chaitons.com>, Hitesh Jhaveri
<hiteshhitesh2004@yahoo.com>
Subject: Deposit of 377 Porte Road

CAUTION: [External]

Sir,

This is a proof that only \$150000 was taken as deposit.

Niketa

From: Maanit Patel <shrirohit@msn.com>
Date: March 31, 2025 at 9:31:29 PM EDT
To: Hitesh Jhaveri <hiteshhitesh2004@yahoo.com>
Subject: 377 Porte Road

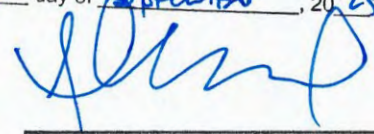
Hitesh Jhaveri,
Following Three Cheques are the only deposits for 377 porte Rd.
There is no other deposit apart from this

2022-08-12	021	75000.00
2022-08-12	241	50000.00
2023-06-21	100	25000.00

Rohit Patel.

This e-mail, the information contained in it and any attachment(s) are confidential and may be solicitor-client privileged and is intended for the sole use of the intended recipient(s). If the reader of this e-mail is not an intended recipient, you are hereby notified that any unauthorized review, use, disclosure, dissemination, distribution, or copying of this e-mail, or any of its contents and/or attachments, is strictly prohibited. If you have received this e-mail in error, please reply to the sender and destroy all copies of the e-mail. Thank you.

This is Exhibit " F " referred to in the
affidavit of Rohit Kumar Patel,
sworn before me at the City of Toronto this
8 day of September, 2025



ALLAN RASHEED MOHAMMED
Barrister, Solicitor & Notary Public
Province of Ontario
Canada

Exhibit F

AGREEMENT OF PURCHASE AND SALE
(the "Agreement")

1. The undersigned ROHITKUMAR M. PATEL AND ARVINDABEN R. PATEL
(collectively, the "Purchaser"), hereby agrees with LERRATO INC. (the "Vendor") to purchase all and singular the lands and premises in the Town of Ajax, in Durham Region (the "Municipality"), presently forming and comprising a portion of those lands described above and as generally described on the site plan attached as Schedule "C" (the "Real Property") and on which has been or is to be constructed a dwelling townhome as hereinafter provided (the "Dwelling") at the purchase price inclusive of HST of One Million Three Hundred Thousand DOLLARS (\$ 1,300,000.00) of lawful money of Canada (the "Purchase Price"), payable as follows:

- (a) by cheque with this offer in the amount of _____ (\$ _____) Dollars;
- (b) by cheque with this offer in the amount of _____ (\$ _____) Dollars dated _____ (_____) days from the date of acceptance of this offer;
- (c) by cheque with this offer in the amount of _____ (\$ _____) Dollars dated _____ (_____) days from the date of acceptance of this offer;

to the Vendor or as it may otherwise direct, as deposits (collectively, the "Deposit") and covenants, promises and agrees to pay the balance of the Purchase Price by wire transfer from the trust account of the Purchaser's solicitor to the Vendor's solicitors In Trust or as they otherwise direct, on the Closing (as defined in the Taron Addendum), subject to the adjustments hereinafter set forth.

2. This transaction of purchase and sale is to be completed on the First Tentative Closing Date (as defined in the Statement Of Critical Dates being a part of the Taron Addendum as hereinafter defined) or such extended or accelerated date established in accordance with the terms of this Agreement including, without limitation, the Taron Addendum (the "Closing Date" or "Date of Closing").
3. The following Schedules of this Agreement attached shall form a part of this Agreement. The form of Acknowledgement attached shall form part of this Agreement and shall be executed by the Purchaser and delivered to the Vendor on the Closing Date. The Purchaser acknowledges that he has read all Sections and Schedules of this Agreement and the form of Acknowledgement.

Schedule "A" – Additional Terms
Schedule "B" – Additional Information
Schedule "C" – Site Plan
Schedule "D" – Floor Plan
Schedule "E" – Warning Clauses and Notice Provisions
Schedule "F" – Feature List

Schedule "Z" – Taron Warranty Corporation ("Taron")
Statement Of Critical Dates and Addendum to Agreement of Purchase and Sale (collectively, the "Taron Addendum")
and such other Schedules annexed hereto and specified as Schedule(s) "_____".

4. The Purchaser's address for delivery of any notices pursuant to this Agreement is the address as set out in the Taron Addendum.

DATED, SIGNED, SEALED AND DELIVERED this 14th day of MAY, 2024.

SIGNED, SEALED AND DELIVERED in the presence of	}	<u>ROHITKUMAR M. PATEL</u>	<u>OCOTBER 26, 1954</u>	<u>[Signature]</u>
		PURCHASER:	D.O.B.	S.I.N.
	}	<u>ARVINDABEN R. PATEL</u>	<u>MAY 14, 1959</u>	<u>A.R. Patel</u>
		PURCHASER:	D.O.B.	S.I.N.

WITNESS:
(as to all Purchaser's signatures, if more than one Purchaser)

Address: 29 ROSEBANK DR UNIT 703, SCARBOROUGH, ON M1B 5Y7

Telephone: 647 706 0951 Facsimile: _____

Email Address: Shrirohit@msn.com

The Vendor hereby accepts the within offer and agrees to complete this transaction in accordance with the terms hereof.

DATED, SIGNED, SEALED AND DELIVERED this 14th day of MAY, 2024.

LERRATO INC.

Per: [Signature]
[Authorized Signing Officer]

Additional Information

Purchaser's Solicitor: _____ E-mail: Shrirohit@msn.com

Telephone: 647 706 0951 Facsimile: _____

Vendor's Solicitors: **LOROY LLP**
1300 Hurontario Street
Mississauga, Ontario, L5G 3H3
Attention: **Muhammad Atique Malik**

Telephone No.: (647) 726-1949

SCHEDULE "A"
ADDITIONAL TERMS

DWELLING MATTERS, SITING, MATERIALS CHANGES, ETC

5. The Vendor agrees that it will erect on the Real Property the Dwelling in accordance with plans and specifications (the "Plans") already examined by the Purchaser and in accordance with Schedule "C" and Schedule "D". The Purchaser acknowledges and agrees that the Vendor may from time to time, in its sole discretion, or as requested or required by the Vendor's architect or any design consultants or by any governmental authority, change, alter, vary or modify the Plans, the siting of the Dwelling and/or the grading of the Real Property without notice thereof to the Purchaser. The Purchaser agrees to accept such changes, alterations, variations or modifications and, without limiting the generality of the foregoing, variations to the lot/block number, municipal address, location, area and frontage or depth of the Real Property without any abatement of the Purchase Price or claim for compensation whatsoever. The Purchaser also acknowledges and agrees that architectural control of exterior elevations, driveway construction, boulevard tree planting, landscaping, corner lot fencing (including the location of such corner lot fencing), exterior colour schemes, or any other material external to the Dwelling designed to enhance the aesthetics of the community as a whole, may be imposed by the Municipality and/or the developer. In the event the Vendor is required, in compliance with such architectural control requirements to construct an exterior elevation for the Dwelling other than as specified in this Agreement or amend the driveway construction or location, boulevard tree planting or landscaping plan for the Dwelling and/or Real Property, as the case may be, (all of which is hereinafter referred to as the "Amended Exterior Plans"), the Purchaser hereby irrevocably authorizes the Vendor to complete the Dwelling and/or Real Property, as the case may be, in accordance with the Amended Exterior Plans, and the Purchaser hereby irrevocably agrees to accept such Amended Exterior Plans in lieu of the plans for same specified in this Agreement without any abatement of the Purchase Price or claim for compensation whatsoever. The Vendor shall have the right, in its sole discretion, to construct the Dwelling either as shown on the Plans or to construct such Dwelling on a reverse mirror image plan, including reversal of the garage siting and reversal of the interior floor plan layout. Construction of a reverse mirror image plan is hereby irrevocably accepted by the Purchaser without any right of abatement of the Purchase Price or claim for compensation whatsoever. Further, in the event the Vendor determines, in its sole discretion, to construct the Dwelling at a grade level different than as depicted in the Plans, necessitating a step or series of steps to the front door, side door, rear door, or any door from the garage to the interior of the Dwelling or any elimination of the side door or door from the house to the garage or garage to outside, if any, the Purchaser hereby agrees to accept such change(s) without any abatement of the Purchase Price or claim for compensation whatsoever. The Vendor shall further have the right to substitute other material for that provided for in the Plans, in the sole discretion of the Vendor, for any cause which it may deem reasonable without notice thereof to the Purchaser, provided that such material is, in the sole judgment of the Vendor, of substantially equal or better quality than the material in the Plans and the Purchaser shall accept same without any abatement of the Purchase Price or claim for compensation whatsoever. The provisions of this Section may be pleaded by the Vendor as an estoppel in any action brought by the Purchaser or his successors in title or assigns against the Vendor.
6. The Purchaser acknowledges and agrees that as the Dwelling being purchased herein is a townhouse dwelling, the subject lot/block of which the Real Property forms a part will not necessarily be divided equally but may instead be divided in unequal proportions. The Purchaser agrees to accept any such unequal division of the lot/block without any abatement of the Purchase Price or claim for compensation whatsoever.

FEATURES AND FINISHES


7. The Purchaser acknowledges that he has purchased the Dwelling on the basis of the Plans and not from a model. The Purchaser acknowledges that the model home(s), if any, are for display purposes only, and that some or all of the features contained therein may not be included in the Dwelling unless the same is specifically provided for in a Schedule forming part of this Agreement. Any item identified as optional or an upgrade in the sales or marketing material(s) is not included in the Dwelling but may be purchased at additional cost under a separate Schedule to this Agreement or by separate agreement. The Purchaser's attention is drawn to Schedule "B" which forms part of this Agreement and which sets out therein the items which will be included in the Dwelling as standard features. The Purchaser hereby acknowledges that the Dwelling will only include those standard features and, accordingly, if the Purchaser requires any clarification or explanation as to items, features or finishes as referred to in Schedule "B" or anywhere else in this Agreement, or with respect to any matters whatsoever which the Purchaser has discussed with the Vendor's sales representative(s), such clarifications or explanations must be made in writing and included in this Agreement, failing which the Purchaser shall be estopped from making a claim for any such clarifications, explanations, items, features, finishes or representations, other than as set out in writing in this Agreement. The Purchaser hereby acknowledges that there are no representations, warranties, guarantees, collateral agreements or conditions whatsoever affecting this Agreement, the Dwelling or the Real Property or supported hereby other than as is expressed in writing, in this Agreement.
8. The Purchaser specifically acknowledges that in the manufacture and/or production of items, variances may occur from the Vendor's samples and also such items shown as samples may not be subsequently available. The Purchaser hereby agrees to accept any such resulting variations whether as to supplier, brand name, colour and/or otherwise without any abatement of the Purchase Price or claim for compensation whatsoever.

SUBSTANTIAL COMPLETION OF THE DWELLING/OCCUPANCY

9. In the event that the Dwelling is substantially completed and ready for occupancy by the Closing Date, the sale shall be completed on such date without any holdback whatsoever of any part of the Purchase Price and the Vendor shall complete any outstanding items of construction required by this Agreement within a reasonable time thereafter and during normal business hours, having regard to weather conditions and the availability of labour and materials. If there is a detached garage as part of the Real Property, substantial completion of the Dwelling shall not include completion of the said garage and the Purchaser shall complete the within transaction notwithstanding that the construction of the garage is not completed or even started. For the purpose of this Agreement, the Dwelling shall be deemed to be substantially complete when the interior work has been substantially finished to permit occupancy, notwithstanding that there remains grading or landscaping or other outside work to be completed. The Vendor shall provide evidence that occupancy is permitted in accordance with and only to the extent required by the Tarion Addendum.

TARION WARRANTY CORPORATION


10. (a) The Vendor covenants that on completion of this transaction a warranty certificate for the Dwelling will be requested from Tarion. Such warranty shall contain the only warranties covering the Dwelling. The Purchaser acknowledges and agrees that any warranties of or liabilities for workmanship or materials, in respect of any aspect of the construction of the Dwelling, whether implied by this Agreement or at law or in equity or by any statute or otherwise, shall be limited to (only those warranties deemed to be given by the Vendor under the *Ontario New Homes Warranties Plan Act*, as may be amended (the "ONHWPA") and shall extend only for the time period and in respect of those items as stated in the ONHWPA, it being understood and agreed that there is no representation, warranty, guarantee, collateral agreement, or condition in any way affecting this Agreement, the Dwelling and/or the Real Property other than as expressed herein.
- (b) The Purchaser or the Purchaser's designate as hereinafter provided agrees to meet the Vendor's representative at the date and time designated by the Vendor, prior to the Closing Date, to conduct a pre-delivery inspection of the Dwelling (the "PDI") and to list all items remaining incomplete at the time of such inspection together with all mutually agreed deficiencies with respect to the Dwelling on the Tarion Certificate of Completion and Possession (the "CCP") and the PDI form, in the forms prescribed from time to time by, and required to be completed pursuant to the provisions of the ONHWPA. The said CCP and PDI forms shall be executed by both the Purchaser or the Purchaser's designate and the Vendor's representative at the PDI and shall constitute the Vendor's only undertaking with respect to incomplete or deficient work and the Purchaser shall not require any further undertaking of the Vendor to complete any outstanding items. In the event that the Vendor performs any additional work to the Dwelling in its discretion, the Vendor shall not be deemed to have waived the provision of this paragraph or otherwise enlarged its obligations hereunder.

RMP
A.R.P.


- (c) The Purchaser shall be entitled to send a designate to conduct the PDI in the Purchaser's place or attend with their designate, provided the Purchaser first provides to the Vendor a written authority appointing such designate for PDI prior to the PDI. If the Purchaser appoints a designate, the Purchaser acknowledges and agrees that the Purchaser shall be bound by all of the documentation executed by the designate to the same degree and with the force and effect as if executed by the Purchaser directly.
- (d) In the event the Purchaser and/or the Purchaser's designate fails to attend the PDI or fails to execute the CCP and PDI forms at the conclusion of the PDI, the Vendor may declare the Purchaser to be in default under this Agreement and may exercise any or all of its remedies set forth in this Agreement and/or at law. Alternatively, the Vendor may, at its option complete the within transaction but not provide the keys to the Dwelling to the Purchaser until the CCP and PDI forms have been executed by the Purchaser and/or its designate or complete the within transaction and complete the CCP and PDI forms on behalf of the Purchaser and/or the Purchaser's designate and the Purchaser hereby irrevocably appoints the Vendor the Purchaser's attorney and/or agent and/or designate to complete the CCP and PDI forms on the Purchaser's behalf and the Purchaser shall be bound as if the Purchaser or the Purchaser's designate had executed the CCP and PDI forms.
- (e) The Purchaser acknowledges that the Homeowner Information Package as defined in Tarion Bulletin 42 (the "HIP") is available from Tarion and that the Vendor further agrees to provide the HIP to the Purchaser or the Purchaser's designate, at or before the PDI. The Purchaser, or the Purchaser's designate agrees to execute and provide to the Vendor the Confirmation of Receipt of the HIP forthwith upon receipt of the HIP.
- (f) In the event the Purchaser and/or the Purchaser's designate fails to execute the Confirmation of Receipt of the HIP forthwith upon receipt thereof, the Vendor may declare the Purchaser to be in default under this Agreement and may exercise any or all of its remedies set forth in this Agreement and/or at law.
- (g) The Purchaser agrees with the Vendor that the Vendor and/or its representatives shall have the right to enter the Dwelling and the Real Property after completion of the purchase in order to complete any of the items listed on the CCP and PDI forms, 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. Any such entry shall be deemed not to be a trespass.
- (h) The Purchaser acknowledges that the area of the Dwelling, as may be represented or referred to by the Vendor or any sales representative, or which appears in any sales or marketing material(s) is approximate only and is measured in accordance with Builder Bulletin No. 22 published by Tarion. Actual useable floor space may (therefore) vary from any stated or represented floor area or gross floor area, and the extent of the actual or useable living area within the confines of the Dwelling may vary from any represented square footage or floor area measurement(s) made by or on behalf of the Vendor. Accordingly, the Purchaser hereby confirms and agrees that all details and dimensions of the Dwelling purchased hereunder are approximate only, and that there shall be no adjustment of the Purchase Price or claim for compensation whatsoever, whether based upon the ultimate square footage of the Dwelling, or the actual or useable living space within the confines of the Dwelling or otherwise. The Purchaser further acknowledges that where ceiling bulkheads or telecommunication devices are installed within the Dwelling and/or where dropped ceilings are required, then the ceiling height of the Dwelling may be less than that represented, and the Purchaser shall correspondingly be obliged to accept the same without any abatement or claim for compensation whatsoever.
- (i) The completion of the foregoing inspection and the preparation and endorsement of the Certificate are conditions of the Vendor's obligation to complete this transaction. Failure by the Purchaser to attend at the appointed time for the inspection and to complete the Certificate shall be deemed to be default by the Purchaser under this Agreement. The Vendor, at its sole, absolute, subjective and unfettered option, may thereupon either re-schedule the inspection subject to an administrative fee of \$250.00 plus Applicable Taxes payable to the Vendor or terminate the transaction in accordance with the provisions set out herein, or may elect to complete the Certificate on behalf of the Purchaser. The Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as his lawful attorney in the Purchaser's name, place and stead for this purpose.
11. The Purchaser covenants and agrees that he will exhaust all the remedies available to him with Tarion with respect to any claim relating to defects in workmanship or materials or with respect to any other claim arising under the ONHWPA or in respect of the Tarion Addendum, prior to pursuing any other means of redress with regard to such claims. In the event the Purchaser does not comply with the provisions of this Section, or takes any unwarranted or unreasonable actions with respect to such claims, the Purchaser shall be held liable for any damages sustained by the Vendor as a result thereof.

TITLE AND CONVEYANCING MATTERS

12. The Purchaser agrees to accept title to the Real Property subject to the following items and the Purchaser covenants and agrees to adhere to the terms and conditions as set out therein. The Purchaser agrees to satisfy himself as to compliance with any of the following items and the Vendor shall not be obligated on the Closing Date or thereafter to obtain any compliance, releases or discharges with respect to any of the following items:
- (a) any agreement, subdivision agreement, site plan agreement, development agreement, financial agreement or other agreement entered into with any municipal authority or other governmental authority or with any public or private utility commission or railway company, including any restrictions, covenants, obligations or liabilities contained therein (collectively the "Subdivision Agreements");
- (b) any building or other restrictions and covenants that may be registered against the title of the Real Property and the Purchaser agrees, if required by the Vendor, to sign the transfer/deed of land containing such restrictions and covenants to extract the same from any subsequent Purchasers;
- (c) a right in the nature of an easement or license for the Vendor and/or the developer and their respective successors and assigns and their servants and agents to enter upon the Real Property (without such act being a trespass) at any time prior to the complete acceptance of the subdivision of which the Real Property forms a part (the "Development") by the Municipality or thereafter for completion or correction of grading and surface drainage and in order to permit the Vendor and/or the developer to carry out the obligations, if any, under the Subdivision Agreements or as imposed by any governmental authority or bonding company to effect any corrective measures with respect to the Subdivision Agreements applicable to the Real Property and the transfer/deed of land may contain a clause to this effect;
- (d) such easements or rights-of-way, licenses or leases, permanent or temporary, as exist or may subsequently be granted in favour of the Municipality, any railway company, any applicable regional municipality, the developer or any public or private utility, including, but not limited to, any telephone supplier, any hydro supplier and any gas supplier for hydro, fuel, telephone, television, cable, sewers, water, municipal or other services or utilities; and, further, the Purchaser covenants and agrees to assume, accept and permit any such easements, rights-of-way, licenses or leases and if such easements, rights-of-way, licenses or leases have not been determined when the Purchaser receives his conveyance, such conveyance may contain a covenant by the Purchaser for himself, and his heirs, executors, administrators, successors and assigns, to grant any additional easements, rights-of-way, licenses or leases as may be required by the Vendor, developer, any municipal or other governmental authority or utility or railway company and the Purchaser further covenants and agrees to execute all documents without charge which may be required to convey or confirm any such easement, right-of-way, license or lease and shall exact a similar covenant in any agreement entered into between the Purchaser and any subsequent Purchaser from him;
- (e) such easements as may be required by the Vendor and/or adjoining owners for maintenance or encroachment purposes and

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the encroachments permitted thereby;

- (f) any other agreements, covenants, or other instruments as herein expressly provided; and
- (g) any minor breaches of any of the foregoing that have been remedied or are in the process of being remedied.

13. Title to the Real Property shall on the Closing Date be good and free from all encumbrances, except as provided for in this Agreement. The title is to be examined by the Purchaser at his own expense and he is not to call for the production of any deeds or abstracts of title, surveys, proof of evidence of title or to have furnished any copies thereof, other than those in the Vendor's possession or as provided for in this Agreement. The Purchaser is to be allowed until thirty (30) days prior to the Closing Date to examine the title at his own expense and if within that time he shall furnish the Vendor in writing with any valid objections to the title which the Vendor shall be unwilling or unable to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate acts or negotiations, be null and void and the monies paid to the Vendor to that date on account of the Deposit shall be returned as provided for herein and the Vendor shall not be liable for any damages or costs whatsoever, including, without limiting the generality of the foregoing, loss of bargain, relocation costs, loss of income, professional fees and disbursements and any amount paid to third parties on account of decoration, construction or fixturing costs. Save as to any valid objections so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Real Property.
14. The Purchaser acknowledges that the Real Property is or will be encumbered by mortgages and/or encumbrances which the Purchaser is not to assume and that the Vendor will not be obligated to obtain and register a discharge of such mortgages and/or encumbrances insofar as they affect the Real Property until a reasonable time after the Closing (as defined in the Taron Addendum) and the Purchaser shall accept the undertaking of the Vendor's solicitors to obtain and register as soon as reasonably possible after Closing a discharge of such mortgages and/or encumbrances except as provided for herein and further agrees not to refuse to complete this transaction on the grounds that such mortgages and/or encumbrances have not been discharged.
15. The transfer/deed of land shall be prepared at the Vendor's expense and may contain any or all of the provisions set forth in this Agreement and shall be executed by the Purchaser, if required by the Vendor, and the Purchaser shall execute and deliver on the Closing Date a covenant, undertaking or agreement incorporating all or any of the terms contained herein or as may be required by the Vendor. The Purchaser undertakes and agrees to register the transfer/deed of land at his own expense at the time of Closing. Each party is to pay the cost of registration and taxes on its own documents. The Purchaser shall deliver to the Vendor, on or before the Closing Date, as required by the Vendor the Acknowledgement in the form attached to this Agreement, if any, duly completed and executed. The Purchaser agrees to advise the Vendor or its solicitors no less than thirty (30) days prior to the Closing Date of the manner in which title is to be taken by the Purchaser, including, the date(s) of birth and marital status and the Purchaser shall be required to close the transaction in the manner so advised unless the Vendor otherwise consents in writing, which consent may be arbitrarily withheld, failing which title to the Real Property shall be engrossed in the name of the Purchaser as noted on this Agreement and the Purchaser shall be estopped from requiring any further changes to the manner in which the transfer/deed of land is engrossed.
16. The Purchaser hereby acknowledges the full priority of any mortgage or construction financing arranged by the Vendor and/or secured by the Real Property over his interest as Purchaser for the full amount of the said mortgage or construction financing, notwithstanding any law or statute to the contrary and agrees to execute all acknowledgements or postponements required to give full effect thereto. The Purchaser covenants and agrees that this Agreement is subordinate to and postponed to any mortgages arranged by the Vendor and any advances thereunder from time to time, and to any easement, license or other agreement concerning the Real Property. The Purchaser further agrees to consent to and execute all documentation as may be required by the Vendor in this regard and the Purchaser hereby irrevocably appoints the Vendor as the Purchaser's attorney to execute any consents or other documents required by the Vendor to give effect to this paragraph. The Purchaser hereby consents to the Vendor and its designated or proposed lenders obtaining a consumer's report containing credit and/or personal information for the purposes of this transaction. The Purchaser further agrees to deliver to the Vendor, from time to time, within ten (10) days of written demand from the Vendor, all necessary financial and personal information required by the Vendor in order to evidence the Purchaser's ability to pay the balance of the Purchase Price on the Closing Date, including without limitation, written confirmation of the Purchaser's income, copy of mortgage approval letter and evidence of the source of the payments required to be made by the Purchaser in accordance with this Agreement. Without limiting the generality of the foregoing and notwithstanding any other provision in this Agreement to the contrary, within ten (10) days of written demand from the Vendor, the Purchaser agrees to produce evidence of a satisfactory mortgage approval signed by a lending institution or other mortgagee acceptable to the Vendor confirming that the said lending institution or acceptable mortgagee will be advancing funds to the Purchaser sufficient to pay the balance due on the Closing Date. If the Purchaser fails to provide the mortgage approval as aforesaid, then the Purchaser shall be deemed to be in default under this Agreement. The Vendor may, in its sole discretion, elect to accept in the place of such mortgage commitment, other evidence satisfactory to the Vendor that the Purchaser will have sufficient funds to pay the balance due on the Closing Date.
17. In the event that the Municipality does at some point in time provide a release of any of the Subdivision Agreements, the Vendor may either provide such release to the Purchaser for registration of such release by the Purchaser at the Purchaser's expense or register the release, if any, in which event the Purchaser shall pay the Vendor the cost of registration of such release forthwith upon request although the Vendor may, at its option, add such cost to the statement of adjustments as a credit to the Vendor. The foregoing provision does not in any way whatsoever require the Vendor to request any such release or impose an obligation on the Vendor to take any steps to obtain any such release.
18. The Purchaser acknowledges that the transfer/deed of land to the Real Property to be given on the Closing Date may emanate from the registered owner of the Real Property and not from the Vendor herein, and the Purchaser agrees to accept same and to accept such owner's title covenants in lieu of the Vendor's, in the event the Vendor is not the registered owner of the Real Property on Closing. In that event, the Purchaser agrees to execute an acknowledgement on the closing confirming that: (i) the registered owner is providing title directly to the Purchaser at the direction of the Vendor; (ii) the registered owner is not the builder or Vendor and has no liability to the Purchaser as such; (iii) the registered owner is not responsible for any matters related to the development of the subject lands; and (iv) the Purchaser releases and forever discharges the registered owner from any manner of claim, costs, damages or other losses in any way related to the development of the subject lands.

PLANNING ACT

19. This Agreement shall be conditional upon compliance with the subdivision control provision of the *Planning Act* (Ontario), as may be amended, which compliance shall be obtained by the Vendor, at its sole expense, on or before Closing.

INSURANCE


20. The Purchaser shall place his own insurance on the Real Property for Closing.

ADJUSTMENTS

21. On the Closing Date, the Purchaser shall pay to the Vendor, as an adjustment on the statement of adjustments (plus HST), in addition to any other monies required to be paid as set out in this Agreement, the following:
 - (a) an amount equal to the Taron enrolment fee and the Home Construction Regulatory Authority paid by the Vendor for the Real Property;
 - (b) any amounts which remain unpaid and owing to the Vendor on account of upgrades and/or extras and/or changes ordered by the Purchaser;

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- (c) the Vendor's proportionate amount of the realty taxes (including local improvement charges) which shall be apportioned and allowed to the Closing Date. Realty taxes (including local improvement charges) shall be estimated by the Vendor for the calendar year in which the transaction is completed as well as for the following calendar year, and shall be adjusted as if such sum has been paid by the Vendor, notwithstanding that same may not have been levied or paid by the Closing Date, subject, however, to readjustment when the actual amount of such taxes are ascertained. The Purchaser acknowledges and agrees that the Purchaser shall be solely responsible for any supplementary or omit assessments for realty taxes for period from and after the Closing Date;
- (d) the costs of any utility check meter, water meter, hydro meter or gas meter installed in or about the Dwelling, the installation of any such meters, the connection charges for any such meters and/or sewers and the installation and energization charges, as the case may be, of hydro, water and gas services provided to the Dwelling, provided that adjustments pursuant to this subparagraph shall not exceed Five Hundred (\$500.00) Dollars plus HST per meter or service. A certificate of the Vendor or statutory declaration of an officer of the Vendor specifying the said costs shall be final and binding on the Purchaser;
- (e) all amounts chargeable and billable to the Purchaser for water, hydro, gas, cable T.V. and any other services arising as a result of the Purchaser's failure to make his own contractual arrangements with the relevant public or private utility authorities and suppliers on the Closing Date and for which the Vendor is subsequently charged, it being the express intent of the parties that it shall be the sole responsibility of the Purchaser to notify all relevant utility authorities and make the necessary contractual arrangements to ensure service to the Dwelling;
- (f) the charges imposed upon the Vendor or its solicitors by the Law Society of Ontario upon registration of a transfer/deed of land or charge/mortgage of land or any other instrument;
- (g) the sum of Three Hundred (\$300.00) Dollars plus HST as a contribution towards the cost of fees payable by the Vendor to its lenders, including but not limited to the obtaining of (partial) discharges of mortgages not intended to be assumed by the Purchaser;
- (h) any tax, whether categorized as multi-stage sales tax, a business transfer tax, a modified retail sales tax, a value-added tax, or any other type of tax whatsoever that may be levied or charged in the future by any governmental authorities, including, but without limiting the generality of the foregoing the municipal, federal, or provincial governments or any of their agencies, on or with respect to any sale, transfer, lease or disposition of property or any provision of goods or services made in the course of a taxable activity and the Purchaser shall be solely responsible for paying and/or reimbursing the Vendor for such tax, whether or not the legislation imposing such tax places the primary responsibility for payment thereof onto the Vendor, and the Vendor shall be allowed to charge the Purchaser as an adjustment on the Closing Date with the estimated amount of any such tax, notwithstanding that such tax may not have been formally or finally levied and payable with such tax adjustment being subject to readjustment, if necessary, when the actual final assessment or levy is available or determinable;
- (i) the sum of Two Thousand (\$2,000.00) Dollars plus HST as a contribution towards the costs of boulevard tree planting in the vicinity of the Real Property. The Purchaser acknowledges that there may not be a tree planted in front of the Real Property;
- (j) the sum of Three Hundred Fifty (\$350.00) Dollars plus HST as a contribution towards the costs of internet delivery of documentation to the Purchaser's solicitor and of electronic registration of documentation;
- (k) the sum of Two Hundred (\$400.00) Dollars plus HST as a contribution towards the costs of preparation of a survey for the Dwelling;
- (l) the amount of any development charge(s) assessed against the Real Property (or attributable to the Real Property as determined by the Vendor), pursuant to the *Development Charges Act, 1997*, as amended from time to time;
- (m) the amount of any education development charge(s) assessed against the Real Property (or attributable to the Real Property as determined by the Vendor) pursuant to the *Education Act*, as amended from time to time;
- (n) the amount of any charge pursuant to a section 37 Agreement pursuant to the *Planning Act*, or any parks levy and/or any public art levy or similar contributions or charges assessed against the Real Property (or attributable to the Real Property as determined by the Vendor) which has been paid or are payable to the Municipality or any other relevant governmental authority or agency thereof with respect to or in connection with the Development, including the obtaining of any approvals for the Development;
- (o) the cost with respect to the Vendor completing the final coat of asphalt on the driveway, provided that adjustments pursuant to this subparagraph shall not exceed Two Thousand (\$2,000.00) Dollars plus HST; and,
- (p) any other additional or further adjustments agreed to in writing between the Vendor and Purchaser subsequent to the execution of this Agreement.
- (q) the following shall be paid to the Vendor on the Closing, plus Applicable Taxes eligible thereon: any increase between the development charges and education development charges assessed against or attributable to the Property (pursuant to the Development Charges Act, the Education Act or any successor or replacement legislation) on the date of execution of this Agreement by the Purchaser (if same are paid or could be paid on such date) and the amount actually paid for said development charges and education development charges, together with any interest (if any) on such development charges and education development charges as well as any other or new levies, charges, payments, contributions, fees or assessments, including without limitation, any parks levies, cash-in-lieu of parkland dedication payments, new development charges, new education development charges, public art contributions, impost charges, and/or community benefit charges or payments (or the fair value of any non-cash in-kind contributions assessed against or attributable to the Property by the Municipality, a regional municipality, a transit authority, a public or separate school board or any other authority having jurisdiction under the Development Charges Act, the Education Act, the Planning Act (as amended by the More Homes, More Choice Act, 2019) and any other existing or new legislation, bylaw and/or policy of a similar nature. If the amounts owing under this subsection are assessed against, charged or imposed against the subject project (or portion thereof) as a whole and not against the Property separately, then the Vendor shall be entitled to a reimbursement for the foregoing, equally among all of the dwellings within the subject project or in such other manner as the Vendor may elect, acting reasonably;
- (r) All proper readjustments shall be made after Closing, if necessary, forthwith upon written request. The Vendor may register a Notice of Vendor's Lien or a Charge, in the Vendor's usual form, for unpaid purchase monies or adjustments or claims herein provided together with the interest thereon as provided for herein, and the Purchaser covenants and agrees to forthwith pay all costs in relation to said Notice of Vendor's Lien or Charge including, without limitation, the Vendor's solicitor's legal fees and disbursements and the cost to register said Notice of Vendor's Lien or Charge on title to the Unit. The Vendor will upon request deliver to the Purchaser (for registration at the Purchaser's expense) a release of the Notice of Vendor's Lien or a Discharge of the Charge after such unpaid purchase monies or adjustments or claims herein provided, as applicable, together with the interest thereon as provided for herein have been received by the Vendor and upon payment of a fee of \$250.00 plus Applicable Taxes. The Purchaser hereby irrevocably consents and authorizes the Vendor and the Vendor's solicitors to register the aforementioned Notice of Vendor's Lien or Charge on title to the Unit, without liability on the part of the Vendor or the Vendor's solicitors with respect to such registration;
- (s) The amounts (if any), plus Applicable Taxes, paid by the Vendor to the Municipality and/or other governmental authority or other person (including a private waste contractor) with respect to recycling containers/bins, recycling programs, food/kitchen waste

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collection containers/bins, and/or food/kitchen waste collection programs such charges to be absolutely determined by statutory declaration sworn on the part of the Vendor shall be reimbursed to the Vendor on the Closing;

- (t) any costs incurred by the Vendor for the internet delivery of documentation to the Purchaser's solicitor;
 - (u) any amounts which may, in the Vendor's discretion, remain unpaid and owing to the Vendor on account of any extras, upgrades or changes for the Property ordered by the Purchaser;
 - (v) The Purchaser shall advise the Vendor of any changes in any of its mailing address, telephone number or electronic mail address or of its solicitors forthwith upon such change, failing which the Purchaser shall be charged a fee of \$250.00 plus Applicable Taxes on the Statement of Adjustments.
 - (w) Appliances purchased by the Purchaser from the Vendor (or which may be included in the Purchase Price) may not include installation charges which may be charged by the Vendor on the Closing Date as an adjustment at the Vendor's sole, absolute, subjective and unfettered discretion.
 - (x) The Purchaser acknowledges that grading and sodding and landscape plantings (if any) shall be done between June and October (weather permitting and subject to availability of supplies) of any year as per the Vendor's scheduling program. The Purchaser agrees that the Purchaser shall be solely responsible for watering and general maintenance of sod and landscape plantings (if any) from the Occupancy Date or from the date that sod is laid (or landscape plantings are planted), whichever shall be the later, and the Vendor shall have no obligation in that regard. In the event the Vendor is, for any reason, required to replace laid sod (or other landscape plantings, if any), the Vendor shall not be obligated to do so until payment has been made therefor by the Purchaser and if so replaced, the Purchaser agrees to reimburse the Vendor for the costs and expenses of same as determined by the Vendor. Further, the Purchaser acknowledges that the order of closing of the Property and/or the order of completion or closing of other lots sold by the Vendor is not indicative of the order of sodding (or landscaping planting) of the Property and said other lots. If the Vendor is required by the Subdivider, developer or any governmental authority to replace any laid sod or landscape plantings, etc. as a result of the Purchaser's default under this subsection, the Purchaser shall promptly pay the Vendor for same and the Vendor shall not be obliged to replace same until payment has been made therefore in full to the Vendor by the Purchaser. The Vendor shall not be required to supply the Purchaser with evidence of payment for the replacement of same. The aforementioned obligations of the Purchaser shall survive the closing of the herein transaction.
 - (y) In the event that the Purchaser (or a person representing or acting on behalf of the Purchaser) enters upon the Property prior to the Purchaser having completed their obligations under this Agreement on the Occupancy Date without the consent in writing of the Vendor and carries out changes or additions to the Dwelling (the "Unlawful Works"), 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. 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. Should the Vendor, in its sole, absolute, subjective and unfettered discretion, allow the Purchaser to close the purchase of the transaction described herein despite the performance of the Unlawful Works, the Purchaser acknowledges and agrees that the unlawful works shall not be covered under the Warranty Act's warranties and that anything constructed by the Vendor which is not accessible due to the Unlawful Works shall not be covered under the Warranty Act's warranties.
 - (z) In the event the Purchaser requests an extension to the Firm Closing Date or Delayed Closing Date, as the case may be, the Purchaser shall pay the Vendor's solicitor's fees and disbursement (plus Applicable Taxes and disbursements) with respect to such requests and any extensions.
 - (aa) In the event that the Purchaser shall desire to select colours or materials from other than the Vendor's samples, the Purchaser must negotiate such colours or materials directly with the Vendor or the Vendor's subtrade or supplier as directed by the Vendor and attend to payment of any additional cost as a result of such choice to the Vendor or the Vendor's subtrade or supplier directly, as directed by the Vendor.
 - (bb) The Purchaser hereby acknowledges that complete engineering data in respect of the Municipally approved final grading of the Property may not, as yet, be complete and accordingly, it may not be possible to construct a Dwelling with a walk-out basement, look-out or rear deck where so indicated in this Agreement, or vice versa. In the event this Agreement calls for a walk-out basement, look-out or rear deck and such is not possible or reasonable in the Vendor's opinion or in the event this Agreement does not call for a walk-out basement, look-out or rear deck and such is required, pursuant to final approved grading and engineering plans, the Purchaser shall accept a credit in the Purchase Price, or, pay the additional cost involved in constructing such walk-out basement, look-out or rear deck, as the case may be (such costs shall be absolutely determined by the Vendor).
 - (cc) The Purchaser shall advise the Vendor of any changes in any of its mailing address, telephone number or electronic mail address or of its solicitors forthwith upon such change, failing which the Purchaser shall be charged a fee of \$250.00 plus Applicable Taxes on the Statement of Adjustments.
 - (dd) the Purchaser shall pay as an adjustment on closing to the Vendor or its solicitors all fees and charges imposed by the provider of the EFTS together with any wire transfer fees and charges imposed upon the Vendor or its solicitors by their banks in connection with the transfer of funds
22. If any of the adjustments to be made on the Closing Date cannot be accurately determined at the time of Closing, then the Vendor may estimate the adjustment to be made and the Closing shall take place in accordance with this estimate. There shall be a later and final adjustment when all the items to be adjusted can be accurately determined.
23. The Purchaser acknowledges and agrees that the hot water heater/tank is not included in the Purchase Price and is intended to be non-owned and that it shall remain chattel property and shall not be or become a fixture and/or part of the Dwelling. The Purchaser may be informed of the terms and conditions governing the rental of the hot water heater/tank prior to Closing, and agrees, if required, to execute on, before or after Closing as the Vendor determines a rental document or other contract as required by any relevant municipal authority, public or private utility, sub-metering company or third party company with respect to the said hot water heater/tank, failing which, at the Vendor's sole option, the Vendor shall be entitled to execute the hot water heater/tank's supplier's, sub-metering or other such company's standard rental document or other contract on behalf of the Purchaser as his attorney or agent.
24. In the event any cheque given by the Purchaser is returned after being presented for payment to the financial institution on which it is drawn, by reason of there not being sufficient funds in the account on which said cheque is drawn, the Purchaser shall pay the Vendor for each such returned cheque the sum of Five Hundred (\$500.00) plus HST as liquidated damages and not as a penalty which payment shall, at the Vendor's option, be made as an adjustment on the Closing Date in favour of the Vendor or be delivered to the Vendor together with the replacement cheque.

HARMONIZED OR SINGLE SALES TAX

25. (a) It is acknowledged and agreed by the parties hereto that the Purchase Price already includes a component equivalent to both the federal portion and the provincial portion of the harmonized goods and services tax or single sales tax exigible with respect to this purchase and sale transaction less the Rebate as defined below (the "HST"), and that the Vendor shall remit the HST to Canada Revenue Agency ("CRA") on behalf of the Purchaser forthwith following the completion of this transaction. The

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Purchaser hereby warrants and represents to the Vendor that with respect to this transaction, the Purchaser qualifies for the federal and provincial new housing rebates applicable pursuant to the *Excise Tax Act* (Canada) ("ETA"), as may be amended, (collectively, the "**Rebate**") and further warrants and represents that the Purchaser is a natural person who is acquiring the Real Property with the intention of being the sole beneficial owner thereof on the Closing Date (and not as the agent or trustee for or on behalf of any other party or parties), and covenants that upon the Closing Date the Purchaser or one or more of the Purchaser's relations (as such term is defined in the *Excise Tax Act*) shall personally occupy the Dwelling as his primary place of residence, for such period of time as shall be required by the *Excise Tax Act*, and any other applicable legislation, in order to entitle the Purchaser to the Rebate (and the ultimate assignment thereof to and in favour of the Vendor) in respect of the Purchaser's acquisition of the Real Property. The Purchaser further warrants and represents that he has not claimed (and hereby covenants that the Purchaser shall not hereafter claim), for the Purchaser's own account, any part of the Rebate in connection with the Purchaser's acquisition of the Real Property, save as may be otherwise hereinafter expressly provided or contemplated. The Purchaser hereby irrevocably assigns to the Vendor all of the Purchaser's rights, interests and entitlements to the Rebate (and concomitantly releases all of the Purchaser's claims or interests in and to the Rebate, to and in favour of the Vendor), and hereby irrevocably authorizes and directs CRA to pay or credit the Rebate directly to the Vendor. In addition, the Purchaser shall execute and deliver to the Vendor, forthwith upon the Vendor's or Vendor's solicitors' request for same (and in any event on or before the Closing Date), all requisite documents and assurances that the Vendor or the Vendor's solicitors may reasonably require in order to confirm the Purchaser's entitlement to the Rebate and/or to enable the Vendor to obtain the benefit of the Rebate (by way of assignment or otherwise), including without limitation, the GST/HST New Housing Rebate Application for Houses Purchased from a Builder or other similar form as prescribed from time to time (the "**Rebate Form**"). The Purchaser covenants and agrees to indemnify and save the Vendor harmless from and against any loss, cost, damage and/or liability (including an amount equivalent to the Rebate, plus penalties and interest thereon) which the Vendor may suffer, incur or be charged with, as a result of the Purchaser's failure to qualify for the Rebate, or as a result of the Purchaser having qualified initially but being subsequently disentitled to the Rebate, or as a result of the inability to assign the benefit of the Rebate to the Vendor (or the ineffectiveness of the documents purporting to assign the benefit of the Rebate to the Vendor). As security for the payment of such amount, the Purchaser does hereby charge and pledge his interest in the Real Property with the intention of creating a lien or charge against same. It is further understood and agreed by the parties hereto that:

- (i) if the Purchaser does not qualify for the Rebate, or fails to deliver to the Vendor or the Vendor's solicitors forthwith upon the Vendor's or the Vendor's solicitors' request for same (and in any event on or before the Closing Date) the Rebate Form duly executed by the Purchaser, together with all other requisite documents and assurances that the Vendor or the Vendor's solicitors may reasonably require from the Purchaser or the Purchaser's solicitor in order to confirm the Purchaser's eligibility for the Rebate and/or to ensure that the Vendor ultimately acquires (or is otherwise assigned) the benefit of the Rebate; or
- (ii) if the Vendor believes, for whatever reason, that the Purchaser does not qualify for the Rebate, regardless of any documentation provided by or on behalf of the Purchaser (including any statutory declaration sworn by the Purchaser) to the contrary, and the Vendor's belief or position on this matter is communicated to the Purchaser or the Purchaser's solicitor on or before the Closing Date;

then notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Purchaser shall be obliged to pay to the Vendor (or to whomsoever the Vendor may in writing direct), by certified cheque delivered on the Closing Date, an amount equivalent to the Rebate, in addition to the Purchase Price and in those circumstances where the Purchaser maintains that he is eligible for the Rebate despite the Vendor's belief to the contrary, the Purchaser shall (after payment of the amount equivalent to the Rebate as aforesaid) be fully entitled to pursue the procurement of the Rebate directly from CRA. It is further understood and agreed that in the event that the Purchaser intends to rent out the Dwelling before or after the Closing Date, the Purchaser shall not be entitled to the Rebate, but may nevertheless be entitled to pursue, on his own after the Closing Date, the federal and provincial new rental housing rebates directly with CRA, pursuant to Section 256.2 of the *Excise Tax Act*, as may be amended, and other applicable legislation to be enacted relating to the provincial new rental housing rebate.

- (b) The Vendor will not collect HST if the Purchaser is a corporation (i.e. not an individual) and provides to the Vendor the following:
 - (i) a warranty in the Vendor's standard form that the Purchaser is registered under the ETA, together with a copy of the Purchaser's ETA registration, (ii) a warranty in the Vendor's standard form that the Purchaser shall self-assess and remit the GST/HST payable and file the prescribed form and shall indemnify the Vendor in respect of any GST/HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction.
- (c) Notwithstanding any other provision herein contained in this Agreement, the Purchaser acknowledges and agrees that the Purchase Price does not include any HST exigible with respect to any of the adjustments payable by the Purchaser pursuant to this Agreement, or any extras, upgrades or changes purchased, ordered or chosen by the Purchaser from the Vendor which are not specifically set forth in this Agreement, and the Purchaser covenants and agrees to pay such HST to the Vendor in accordance with the *Excise Tax Act*. In addition, and without limiting the generality of the foregoing, in the event that the Purchase Price is increased by the addition of extras, changes, upgrades or adjustments and as a result of such increase, the quantum of the Rebate that would otherwise be available is reduced or extinguished (the quantum of such reduction being hereinafter referred to as the "**Reduction**"), then the Purchaser shall pay to the Vendor on the Closing Date the amount of (as determined by the Vendor in its sole and absolute discretion) the Reduction.

26. EXTRAS/UPGRADES

The Purchaser covenants and agrees that he shall pay to the Vendor in advance for all extras, upgrades or changes ordered by the Purchaser at the time such order is made and the Purchaser further acknowledges and agrees that such payment is non-refundable in the event that this transaction is not completed as a result of the Purchaser's default under any of the terms of this Agreement. 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 remain incomplete in whole or in part or if the Vendor shall, in its sole discretion, determine that it will not provide extras, upgrades or changes or cannot complete the extras, upgrades or changes, then there shall be refunded to the Purchaser upon the Closing Date that portion of the amount paid by the Purchaser in connection with such extras, upgrades or changes allocated to those extras, upgrades or changes which remain incomplete in whole or in part as aforesaid, as determined by the Vendor. In the event such extras, upgrades or changes were included at no charge whether or not included as part of this Agreement then the Vendor's cost of completing such incomplete items will be refunded as determined by the Vendor in its sole discretion. The Purchaser further acknowledges and agrees that the amount so paid to the Purchaser (or for which, in the alternative, the Purchaser receives credit in the statement of adjustments) shall be accepted by the Purchaser as full and final settlement of any claim by the Purchaser with respect to the extras, upgrades or changes which remain incomplete as aforesaid. The Purchaser further acknowledges that the Vendor's liability with respect to such incomplete extras, upgrades or changes shall be limited to the return of the amounts referred to aforesaid and, thereafter, there shall be no further liability upon the Vendor in connection with such incomplete extras, upgrades or changes and upon such payment being made or credit being given, the Vendor shall be deemed to have been released from any and all obligations, claims or demands whatsoever with respect to such incomplete extras, upgrades or changes.

27. NOTICE AND WARNING CLAUSES

The Purchaser acknowledges that the Subdivision Agreements and any and/or future development agreements between the Vendor and the Municipality or any other applicable party may require the Vendor to provide the Purchaser with certain notices or warnings including, without limiting the generality of the foregoing, notices or warnings regarding the use of the Real Property, environmental issues, noise levels from adjacent roadways or otherwise, maintenance of municipal fencing, school transportation and related educational issues, and the status of services and works in the Development. The Purchaser acknowledges and agrees that the Vendor may be unable, at this time, to provide the Purchaser with all such notices and warnings. On or before Closing, the Purchaser shall forthwith execute upon request an acknowledgment or amendment to this Agreement containing the required notices and warning clauses. The Purchaser acknowledges and agrees that the Vendor may be unable to sell the Real Property to the Purchaser unless the Purchaser executes such acknowledgments or amendments as aforesaid. In the event that the Purchaser fails to execute such acknowledgments or amendments

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forthwith upon being requested to do so, the Vendor shall be entitled, at its sole option, to terminate this Agreement and upon such termination, all monies paid to the Vendor hereunder shall be forfeited to the Vendor and this Agreement shall be at an end, and the Purchaser shall not have any further rights hereunder. Alternatively, at the sole discretion of the Vendor, after all required notices and warnings are available, a copy thereof may be sent to the Purchaser as a notice in the manner set out in this Agreement and such transmittal shall constitute acknowledgment of receipt of a copy thereof and the Purchaser irrevocably designates the Vendor as its attorney and/or agent to execute and deliver on his behalf to the Municipality or any other applicable party any required acknowledgments with respect thereto. Without limiting the generality of the foregoing, the Purchaser acknowledges being advised of the notices as set out in Schedule "E".

INSURANCE/RISK

28. All buildings and equipment comprising the Dwelling and the Real Property shall be and remain at the risk of the Vendor until Closing and pending completion of the sale, the Vendor will hold all insurance policies and the proceeds thereof for the Vendor's benefit alone. In the event of damage to the Dwelling, the Vendor may either in its sole discretion (a) repair the damage, finish the Dwelling and complete the sale and, if necessary, delay the Closing Date in the manner permitted in the Taron Addendum; or (b) terminate this Agreement and return to the Purchaser all deposit monies paid by the Purchaser to the Vendor payable under law if the damage to the Dwelling has frustrated this Agreement at law.

PURCHASER COVENANTS AND AGREEMENTS

29. Notwithstanding the closing of this transaction, the Purchaser hereby authorizes and shall not obstruct or interfere in any way with the Vendor, the developer, the Municipality, the regional municipality, the public and/or private utilities, the telephone and/or cable company or persons authorized by any of them, free access to the Real Property and the Dwelling at all reasonable hours in order to make inspections and to do such work or repairs, including, but not restricted to, 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 and/or private utilities and other services, including sewers and water mains; and for any of the purposes aforesaid or related thereto, such entry on the Real Property and Dwelling by any such persons shall not be deemed to be committing trespass and the Purchaser does hereby give 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 Real Property or as may be required by the Vendor or the developer and/or any municipal or governmental authority, regulatory body or public or private utility. The Purchaser further covenants to comply with and not to breach any of the Subdivision Agreements or any other such agreements.
30. The Purchaser undertakes and covenants that he will not, at any time either before or after the Closing Date, without the prior written authority of the Vendor and the developer (which may be unreasonably or arbitrarily withheld) interfere with or alter the drainage ditch, obstruct the natural flow of water or obstruct the drainage as designed and engineered by the developer, erect fences, porches, patios, planting, paving, swimming pool, clothes lines or obstructions of any kind, remove top soil or subsoil, cut down living trees or do anything which may change or alter the grading or obstruct the drainage of the Real Property or surrounding lots or lands in any way and if he does, the Vendor or its servants, successors, agents and assigns may enter thereon and correct such grading or remove or relocate such obstructions at the Purchaser's expense and be paid, forthwith upon demand, the cost thereof. The Purchaser shall adhere to the overall drainage patterns of the Development, including such easements as may exist or may be required for the purpose of water drainage upon the Real Property to and from adjoining lands, and the Purchaser agrees to grant such easements as may be required from time to time by the Vendor or developer for drainage. The foregoing covenant may, at the option of the Vendor, be included in any transfer of title to the Purchaser and shall run with the land. The Purchaser agrees that he shall be solely responsible for watering and general maintenance of sod from the Closing Date or from the date that sod is laid, whichever shall be later, and the Vendor shall have no obligation in that regard whatsoever. If the Vendor is required by the developer or any governmental authority to replace any laid sod as a result of the Purchaser's default under this Section, the Purchaser shall promptly pay the Vendor for same and the Vendor shall not be obliged to do so until payment has been made therefore in full to the Vendor by the Purchaser.
31. The Vendor hereby notifies the Purchaser and the Purchaser acknowledges that the developer has agreed to provide and pay for paved roads, sidewalks, curbs, street lighting, sanitary and storm sewers, street signs and other services as required by the Subdivision Agreements and that such is the responsibility of the developer and not the Vendor. In the event that title to the Real Property is transferred directly from the developer or another party (the "Party") rather than the Vendor, the Purchaser covenants and agrees to execute and deliver on the Closing Date an acknowledgement and release in a form satisfactory to the Vendor and/or developer and/or the Party releasing the developer or the Party, as the case may be, from any and all matters in respect of the within transaction and acknowledging that the developer or the Party, as the case may be, has no liability, obligation or responsibility to the Purchaser.
32. The Purchaser agrees that until all lots or blocks in the Development are sold, the Vendor shall have the exclusive right to maintain model homes, signs, sales staff and marketing material(s) in the Development and to show prospective Purchasers through the Development and through any unsold homes and the Purchaser agrees not to display any sign on the Real Property offering the Real Property for sale or rent until after the Closing Date. In the event that the Purchaser displays any such sign on the Real Property, the Vendor shall have the absolute right to enter on the Real Property and remove such sign without such act being a trespass.
33. 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 or by Taron 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. Further, the Purchaser waives his right to any claim against the Vendor for damage to the Dwelling due to shrinkage, warpage, twisting or settlement or any secondary or consequential damage resulting therefrom. Further, the Vendor shall not be liable for any secondary or consequential damages whatsoever which may result from any defect in materials, design or workmanship related to the Dwelling. The Purchaser further acknowledges that the Vendor is not responsible for the repair of any exterior work resulting from settlement, including driveways, walkways, patio stones or sodded areas or for any damage to interior household improvements or decor caused by material shrinkage, twisting or warpage. The Purchaser agrees that this Section may be pleaded by the Vendor in estoppel of any claims by the Purchaser pursuant to this Section.
34. The Purchaser agrees that prior to the Closing Date he will not in any circumstances enter onto the Real Property without the express written authority of the Vendor and accompanied by a representative of 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. In addition, the Purchaser agrees that he will not in any circumstances, either personally or by his agent, servant or authorized representative, perform or have performed any work of any nature or kind whatsoever on the Dwelling or the Real Property prior to the conveyance of the Real Property to the Purchaser and in the event of a breach of this covenant, the Vendor shall be entitled, at its sole option, to deem such breach as an event of default by the Purchaser under this Agreement or to take whatever steps are necessary to remove, correct or remedy any such work, and in such event, at the Vendor's sole option, the costs and expenses thereof plus a fifteen percent (15%) administration fee shall be paid to the Vendor by the Purchaser forthwith upon demand by the Vendor or added to the Purchase Price as an adjustment on the Closing Date. In the event the Vendor completes the sale of the Real Property to the Purchaser all warranties related to any items and/or matters the Purchase affected by his actions shall be voided.
35. The Purchaser acknowledges that due to the nature and extent of construction work which will be required to be undertaken by the Vendor on the Real Property in connection with the excavation, erection, and construction of the Dwelling, one or more trees may be removed from the Real Property and others may or will suffer damage or destruction both before and after Closing, as a result of the removal, interference or the destruction of roots, contact with the trunk by equipment or machinery or otherwise. The Purchaser hereby acknowledges, covenants, and agrees that the Vendor shall not be responsible or liable in any manner, whatsoever, for any loss or destruction to trees or for any loss or destruction to the property of the Purchaser howsoever caused nor shall the Vendor be responsible or liable for the removal of any trees or parts thereof, from the Real Property, at any time, whatsoever. It is understood and agreed that the Vendor has made no representation, warranty, guarantee, collateral agreement or condition whatsoever, regarding the preservation, removal, condition or health of trees on the Real Property.

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36. The Purchaser agrees that he will not, for a period of at least two (2) years from the Closing Date, plant any trees, shrubs, vines, hedges or other such landscaping on the Real Property that will interfere with, alter or change the grading or obstruct the drainage of the Real Property or surrounding lots or lands without the express written consent of the Vendor which consent may be unreasonably or arbitrarily withheld. The Vendor shall have the right during such period to enter on the Real Property, without notice to the Purchaser, and to remove, without any liability, whatsoever, any such trees, shrubs, vines, hedges or other landscaping planted on the Real Property in contravention of this Section without such act being a trespass.
37. The Purchaser covenants and agrees to provide all requisite information and materials including proof respecting income and source of funds as the Vendor may require to determine the Purchaser's credit worthiness. The Purchaser acknowledges that it may be necessary for the Vendor to obtain credit or other information in order to satisfy itself as to the Purchaser's credit worthiness and authorizes the


Vendor and the Vendor's designated or proposed construction lender(s) from time to time to obtain any consumer reports or other information it may require and any consumer reporting agency or credit bureau is hereby authorized to release such information as the Vendor may request.

NON-REGISTRATION AND NO ASSIGNMENT AND NO OBJECTION

38. The Purchaser covenants and agrees that he will at no time register or attempt to register this Agreement on title to the Real Property by way of caution, deposit, assignment or in any way whatsoever, and it is expressly agreed by all parties hereto that any such registration or attempt by the Purchaser or anyone acting for or through him shall constitute an event of default under this Agreement. In the event that this Agreement, a caution, a deposit, an assignment or any other instrument whatsoever is registered against or dealing with the title in contravention of this provision, then the Purchaser hereby appoints the Vendor his true and lawful attorney and/or agent for the purposes of removing the instrument from title, including the giving of any discharge, lifting or release of any caution, deposit or the assignment of any rights pursuant to this Agreement. The Purchaser hereby irrevocably consents to a court order removing any such notice of this Agreement, caution, deposit or any other documents or instruments whatsoever from title to the Real Property. The Purchaser shall bear all costs incurred by the Vendor in the exercise of any of its rights pursuant to this provision. The Purchaser acknowledges that notwithstanding any rule of law to the contrary that by executing this Agreement he has not acquired any equitable or legal interest in the Dwelling or the Real Property.
39. The Purchaser covenants and agrees that he will in no way, directly or indirectly, list for sale or lease, advertise for sale or lease, rent, convey, transfer, sell or lease, nor in any way assign his interest under this Agreement or the Purchaser's rights and interests hereunder or in the Real Property, nor directly or indirectly permit any third party to list or advertise the Real Property for sale or lease at any time prior to the Closing Date without the prior written consent of the Vendor which consent may be unreasonably or arbitrarily withheld. The Purchaser acknowledges and agrees that once a breach of the preceding covenant and agreement occurs such breach shall be a default hereunder and, at the Vendor's sole option, be deemed 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 taking whatever steps are available to the Vendor in the event of the Purchaser's default. The Purchaser shall be entitled to direct that title to the Poll be taken in the name of his or her spouse, or a member of his or her immediate family only (being limited to parents, siblings or children over the age of eighteen (18) years), and shall not be permitted to direct title to any other third parties without the prior written consent of the Vendor, which consent may be unreasonably or arbitrarily withheld.
40. The Purchaser covenants and agrees that he shall not directly nor indirectly object to nor oppose any official plan amendment(s), rezoning application(s), severance application(s), minor variance application(s) and/or site plan application(s), nor any other applications ancillary thereto relating to the development of the Real Property, or any neighboring or adjacent lands. The Purchaser further acknowledges and agrees that this covenant may be pleaded as an estoppel or bar to any opposition or objection raised by the Purchaser thereto.

ELECTRONIC REGISTRATION AND TENDER

41. The parties waive personal tender and agree that tender in the absence of any other mutually acceptable arrangement and subject to the provisions of this Agreement shall be validly made by the Vendor upon the Purchaser by a representative of the Vendor (which shall include the Vendor's solicitor) attending or being available at the offices of the Vendor's solicitors at 3:30 p.m. on the Closing Date and remain there until 4:30 p.m. of the same date and being ready, willing and able to complete the subject transaction. In the event the Purchaser or his solicitor fails to appear or appears and fails to close the subject transaction such attendance by the Vendor's representative shall be deemed satisfactory evidence that the Vendor was ready, willing and able to complete the sale at such time. Payment shall be tendered by wired funds.
42. Notwithstanding anything contained herein to the contrary, in the event the Purchaser or his Solicitor advise the Vendor or its Solicitors, on or before the Closing Date that the Purchaser is unable or unwilling to complete the purchase, the Vendor is relieved of any obligation to make any formal tender upon the Purchaser or his Solicitor and may exercise forthwith any and all of its right and remedies provided for in this Agreement and at law.
43. Given that the electronic registration system (the "**Teraview Electronic Registration System**" or "**TERS**") is operative in the applicable Land Titles Office in which the Real Property is registered, the following provisions shall prevail:
- (a) the Purchaser shall be obliged to retain a solicitor, who is both an authorized TERS user and in good standing with the Law Society of Upper Canada, to represent the Purchaser in connection with the completion of this transaction. The Purchaser shall authorize such solicitor to, at the option of the Vendor's solicitor, either execute an escrow closing agreement with the Vendor's solicitor on the standard form recommended by the Law Society of Ontario (the "**Document Registration Agreement**") establishing the procedures and timing for completing this transaction or to otherwise agree to be bound by the procedures set forth in the Document Registration Agreement. If the Vendor's solicitor provides written notice to the Purchaser's solicitor that it accepts and agrees to be bound by the terms of the form of Document Registration Agreement prepared by the Law Society of Ontario and adopted by the Joint LSO - CBAO Committee on Electronic Registration of Title Documents, as may be amended from time to time, the Vendor's solicitor and the Purchaser's solicitor shall be deemed to have executed such form which shall be the Document Registration Agreement defined in this paragraph and referred to in this Agreement;
 - (b) the delivery and exchange of documents, monies and keys to the Dwelling, and the release thereof to the Vendor and the Purchaser, as the case may be:
 - (i) shall not occur contemporaneously with the registration of the transfer/deed (and other registerable documentation); and
 - (ii) shall be governed by the Document Registration Agreement, pursuant to which the solicitor receiving the documents, keys and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Document Registration Agreement;
 - (c) the Purchaser expressly acknowledges and agrees that he will not be entitled to receive the transfer/deed of land to the Real Property for registration until the balance of funds due on the Closing Date, in accordance with the statement of adjustments, are either remitted by wired funds or by electronic funds transfer to the Vendor's solicitor (or in such other manner as the latter may direct) prior to the release of the transfer/deed of land for registration;
 - (d) each of the parties agrees that the delivery of any documents not intended for registration on title to the Real Property may be delivered to the other party hereto by telefax transmission (or by a similar system reproducing the original) or by electronic transmission of electronically signed documents through the Internet provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto which may be by electronic signature. The party transmitting any such document shall also deliver the original of same (unless the document is an electronically signed

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document pursuant to the *Electronic Commerce Act of Ontario*, as may be amended] to the recipient party by overnight courier sent the day after Closing, if same has been so requested by the recipient party; and

- (e) notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor's solicitor has:
- (i) delivered all closing documents to the Purchaser's solicitor in accordance with the provisions of the Document Registration Agreement and keys are also delivered to the Purchaser's solicitor or made available for the Purchaser to pick up at the Vendor's sales office, customer service office or construction site office;
 - (ii) advised the Purchaser's solicitor, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of the Document Registration Agreement or the provisions of this Agreement; and
 - (iii) has completed all steps required by TERS in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor without the cooperation or participation of the Purchaser's solicitor and specifically, when the Transfer of the Real Property is created on the TERS system and messaged to the Purchaser's solicitor under the TERS system;

without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the aforementioned documents and/or keys and/or funds, and without any requirement to have an independent witness evidencing the foregoing.

DEFAULT AND REMEDIES

44. (a) The Purchaser shall be deemed to be in default under this Agreement in each and every one of the following events, namely:
- (i) upon the non-payment of all or any portion of the Purchase Price, or any other amount due hereunder;
 - (ii) upon a breach of, or failure in the performance or observance of any covenant, term, agreement, restriction, stipulation or provision of this Agreement to be performed and/or observed by the Purchaser; and
 - (iii) upon any lien, execution or encumbrance arising from any action or default whatsoever of the Purchaser being charged against or affecting the Real Property.
- (b) A certificate of the Vendor or an officer of the Vendor that default has been made and the date of default and that notice, if required, of such default has been given to the Purchaser, shall be conclusive evidence of the facts therein stated. If such default continues for five (5) days after written notice thereof has been given to the Purchaser or the Purchaser's solicitor by the Vendor or its solicitors (other than any default by the Purchaser on the Closing Date, for which no notice or period to remedy shall be given or required), then in addition to any other rights or remedies which the Vendor may have, the Vendor, at its option, shall have the rights and remedies as set out below.
- (c) In the event of a default by the Purchaser, then, in addition to any other rights or remedies which the Vendor may have, the Vendor, at its sole option, shall have the right to terminate this Agreement and preserve any rights the Vendor may have against the Purchaser and in such event, all monies paid hereunder (including the deposit monies paid or agreed to be paid by the Purchaser pursuant to this Agreement which sums shall be accelerated on demand of the Vendor), together with any interest earned thereon and monies paid or payable for extras or upgrades or changes ordered by the Purchaser, whether or not installed in the Dwelling, shall be forfeited to the Vendor. The Purchaser agrees that the forfeiture of the aforesaid monies shall not be a penalty and it shall not be necessary for the Vendor to prove it suffered any damages in order for the Vendor to be able to retain the aforesaid monies. The Vendor shall in such event still be entitled to claim damages from the Purchaser in addition to any monies forfeited to the Vendor. In the event the Vendor's solicitors are holding any of the deposit monies in trust pursuant to this Agreement, then in the event of a default, the Vendor's solicitors shall pay to the Vendor the said deposit monies together with any interest accrued thereon, provided the Vendor has delivered to its solicitors a certificate of the Vendor or an officer of the Vendor, certifying that the Purchaser has committed a default pursuant to this Agreement that has not been remedied and that the Vendor has terminated this Agreement and that the Vendor is therefore entitled to the said deposit monies and accrued interest, if any. Thereupon the Purchaser hereby releases the Vendor's solicitors from any obligation to hold the said deposit monies, if any, and interest, if any, in trust, and shall not make any claim whatsoever against the said solicitors and the Purchaser hereby irrevocably authorizes and directs the said solicitors to deliver the said deposit monies, if any, and accrued interest, if any, to the Vendor.
- (d) It is understood and agreed that the rights contained in this Section on the part of the Vendor are in addition to any other rights (whether of a more onerous nature or not) which the Vendor may have at law, in equity or under any other provisions of this Agreement, and the Vendor expressly has the right to exercise all or any one or more of the rights contained in this Agreement, or at law or in equity, without exercising at such time, the remainder of such right or rights and without prejudice to the subsequent right of the Vendor to exercise any remaining right or rights at law, in equity or in this Agreement. In the event the Purchaser fails to make payment of any amount as and when required pursuant to the terms of this Agreement, the payment amount shall bear interest at a rate equal to eight per cent (8%) above the prime rate of the Vendor's bank, calculated from the due date to the date of payment. Prime rate for any day means the prime lending rate of interest expressed as a rate per annum (computed on a year of 365 days) which the Vendor's bank establishes from time to time as the reference rate of interest in order to determine interest rates it will charge for demand loans made in Canada in Canadian dollars as the same is in effect from time to time. In the event of any other default under this Agreement by the Purchaser the Vendor shall have the right, at its sole option, but not the obligation, to take whatever steps are necessary to correct and/or remedy such default and the Purchaser shall pay forthwith to the Vendor upon demand the costs and expenses of the Vendor in doing so plus a fifteen percent (15%) administration fee. In the event the Purchaser fails to pay any of the foregoing amounts to the Vendor after demand the Vendor shall have the right, at its option, to add any of such outstanding amounts to the Purchase Price as an adjustment on the Closing Date. In addition, in the event that the Purchaser delays the Closing Date, the Vendor shall have the right to charge Two Hundred Dollars (\$200.00) plus HST per day as liquidated damages for each day of the delay, plus a legal/administrative fee of Five Hundred Dollars (\$500.00) plus HST per day towards the administration of a delayed occupancy or closing, as applicable, and to amend and/or create documentation.
45. 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 Development, which services shall, without limitation, include survey stakes, landscaping, trees, curbs, curb cuts, streets, roads, sidewalks, street signs, street lighting, sanitary and storm sewers and any underground services installed by or on behalf of any public or private utilities. The amounts so paid by the Vendor shall form and constitute a Vendor's lien against the Real Property which Vendor's lien may be enforced in the same manner as a mortgage/charge thereon.
46. 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 Real Property or any part of the Development whether with or without the authorization, express or implied, of the Vendor.
47. No waiver by the Vendor of any breach of covenant or default in the performance of any obligation hereunder or any failure by the Vendor to enforce its rights herein shall constitute any further waiver of the Vendor's rights herein, it being the express intent of the parties that

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any waiver or forbearance in enforcing its rights by the Vendor shall apply solely to that particular breach or failure.

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

CAUSE OF ACTION/VENDOR ASSIGNMENT

49. (a) The Purchaser acknowledges and agrees that notwithstanding any rights which he might otherwise have at law or in equity arising out of this Agreement, the Purchaser shall not assert any of such rights, nor have any claim or cause of action whatsoever as a result of any matter or thing arising under or in connection with this Agreement (whether based or founded in contract law, tort law or in equity, and whether for innocent misrepresentation, negligent misrepresentation, breach of contract, breach of fiduciary duty, breach of constructive trust or otherwise), 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 (or may ultimately be found or adjudged to be) a nominee or agent of another person, firm, corporation or other legal entity, or a trustee for and on behalf of another person, firm, corporation or other legal entity, and this acknowledgment and agreement may be pleaded as an estoppel and bar against the Purchaser in any action, suit, application or proceeding brought by or on behalf of the Purchaser to assert any of such rights, claims or causes of action against any such third parties.
- (b) At any time prior to the Closing Date, the Vendor shall be permitted to assign this Agreement (and its rights, benefits and interests hereunder) to any person, firm, partnership or corporation and upon any such assignee assuming all obligations under this Agreement and notifying the Purchaser or the Purchaser's solicitor of such assignment, the Vendor named herein shall be automatically released from all obligations and liabilities to the Purchaser arising from this Agreement, and said assignee shall be deemed for all purposes to be the Vendor herein as if it had been an original party to this Agreement, in the place and instead of the Vendor.

NOTICE

50. Any notice required to be delivered under the provisions of the Taron Addendum shall be delivered in the manner required therein.
51. Any other notice given pursuant to the terms of this Agreement shall be deemed to have been properly given if it is in writing and is delivered by hand, ordinary prepaid post, facsimile transmission or electronic mail to the attention of the Purchaser or the Purchaser's solicitor to their respective addresses set out in this Agreement and to the Vendor or the Vendor's solicitors to their respective addresses set out in this Agreement or in all cases such other address as may from time to time be given by notice in accordance with the foregoing. Such notice shall be deemed to have been received on the day it was delivered by hand, facsimile transmission or electronic mail and upon the third day following posting excluding Saturdays, Sundays and statutory holidays. In the event of a mail stoppage or slow down, all notices shall be delivered, sent by facsimile transmission or sent by electronic mail. This Agreement or any amendments or addendum thereto may, at the Vendor's option, be properly delivered, if delivered by facsimile transmission or if a copy of same is computer scanned and forwarded by electronic mail to the other party.

PURCHASER'S CONSENT TO THE COLLECTION AND LIMITED USE OF PERSONAL INFORMATION

52. The Purchaser hereby consents to the Vendor's collection, use and disclosure of the Purchaser's personal information for the purpose of enabling the Vendor to proceed with the Purchaser's purchase of the Real Property, completion of this transaction, and for post-closing and after-sales customer care purposes. Such personal information includes the Purchaser's name, home address, e-mail address, telefax/telephone number, age, date of birth, marital status, residency status, social insurance number (only with respect to subparagraph (b) below), financial information, desired Dwelling design(s) and colour/finish selections. In particular but without limiting the foregoing, the Vendor may disclose such personal information to:
- (a) any relevant governmental authorities or agencies, including without limitation, the Land Titles Office (in which the Real Property is registered), the Ministry of Finance for the Province of Ontario (i.e. with respect to Land Transfer Tax), and the CRA (i.e. with respect to HST);
- (b) the CRA, to whose attention the T-5 interest income tax information return and/or the NR4 non-resident withholding tax information return is submitted (where applicable), which will contain or refer to the Purchaser's social insurance number or business registration number (as the case may be), as required by Regulation 201(1)(b)(ii) of the *Income Tax Act (Canada)*, as may be amended;
- (c) any companies or legal entities that are associated with, related to or affiliated with the Vendor (or with the Vendor's parent/holding company, if applicable) and are developing one or more other developments, projects or communities that may be of to the Purchaser or members of the Purchaser's family, for the limited purposes of marketing, advertising and/or selling various products and/or services to the Purchaser and/or members of the Purchaser's family;
- (d) any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser and/or members of the Purchaser's family with respect to the Real Property, including without limitation, the Vendor's construction lender(s), the person and/or firm monitoring the project of which the Real Property forms a part (the "Project") and its costs, the Vendor's designated construction lender(s), Taron and/or any warranty bond provider and/or deposit insurer, required in connection with the development and/or construction financing of the Project and/or the Real Property and/or the financing of the Purchaser's acquisition of the Property from the Vendor;
- (e) any insurance companies of the Vendor providing (or wishing to provide) insurance coverage with respect to the Project and/or the Real Property (or any portion thereof) and any title insurance companies providing (or wishing to provide) title insurance to the Purchaser or the Purchaser's mortgage lender(s) in connection with the completion of this transaction;
- (f) any trades/suppliers or sub-trades/suppliers, who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the Dwelling and the Real Property and the installation of any extras or upgrades ordered or requested by the Purchaser;
- (g) one or more providers of cable television, telephone, telecommunication, security alarm systems, hydro-electricity, water/chilled water/hot water, gas, furnace and/or other similar or related services to the Real Property (or any portion thereof) (collectively, the "Utilities") unless the Purchaser gives the Vendor prior notice in writing not to disclose the Purchaser's personal information to one or more of the Utilities;
- (h) one or more third party data processing companies which handle or process marketing campaigns on behalf of the Vendor or other companies that are associated with, related to or affiliated with the Vendor, and who may send (by e-mail or other means) promotional literature/brochures about new developments, projects or communities and/or related services to the Purchaser and/or members of the Purchaser's family unless the Purchaser gives the Vendor prior notice in writing not to disclose the Purchaser's personal information to one or more of the aforementioned third party data processing companies;
- (i) the Vendor's solicitors, to facilitate the closing of this transaction, including the closing by electronic means via the TERS, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution

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of documentation; and

- (j) any person, where the Purchaser further consents to such disclosure or disclosures required by law.

Any questions or concerns of the Purchaser with respect to the collection, use or disclosure of his personal information may be delivered to the Vendor at the address set out in the Taron Addendum to the attention of the Privacy Officer.

KEYS

53. The Purchaser agrees that keys may be released to the Purchaser at the Vendor's sales office, customer service office or construction site office upon completion of this transaction, unless otherwise determined by the Vendor. The Vendor's or its solicitors' advice that keys are available for release to the Purchaser constitutes a valid delivery of keys to the Purchaser.

ONE-TIME UNILATERAL RIGHT TO EXTEND CLOSING

54. The Vendor shall have a one-time unilateral right to extend the Closing Date for one (1) Business Day (as defined in the Taron Addendum) to avoid the necessity of tender where the Purchaser is not ready to close on the Closing Date and delayed closing compensation will not be payable for such period.

CONSTRUCTION ACT

55. The Purchaser covenants and agrees that he is a "home Purchaser" within the meaning of the *Construction Act* of Ontario, as may be amended, and will not claim any lien holdback on the Closing Date.

GENERAL

56. This offer, when accepted, shall constitute a binding agreement of purchase and sale. Time shall in all respects be of the essence of this Agreement. All of the Purchaser's and Vendor's covenants and obligations contained in this Agreement shall survive Closing of this transaction. It is agreed that there is no representation, warranty, guarantee, collateral agreement or condition affecting this Agreement or the Dwelling or the Real Property, except as set forth herein in writing, and this Agreement shall not be amended except in writing. The Purchaser releases and absolves the Vendor of any obligation to perform or comply with any promises or representations as may have been made by any sales representative or in any sales or marketing material(s), unless the same has been reduced to writing herein.
57. This offer and acceptance is to be read with all changes (including gender and number) required by the context, and shall be construed in accordance with the laws of the Province of Ontario.
58. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
59. The parties agree that the signatures and/or initials on this Agreement or its acceptance, rejection or modification can be transmitted by fax transmission or, at the Vendor's option, by email (wherein a copy is scanned and forwarded by email to the other party) and that communication by such means will be legal and binding on all parties hereto.
60. In the event there are any matters provided for in this Agreement which are or may be the Vendor's responsibility pursuant to a municipal, regional or other governmental authority requirement and which the Municipality and/or Region and/or any other governmental authority no longer requires the Vendor to perform, complete, construct or install then such matter(s) shall be deleted from this Agreement and the Vendor shall have no responsibility or obligation in respect thereof.
61. The Purchaser agrees to comply with the terms of any direction regarding funds provided by the Vendor or its solicitors in respect of the balance due on the Closing and to deliver on the Closing wired funds for the balance due on Closing as directed by the Vendor or its solicitors.
62. The headings of this Agreement form no part hereof and are inserted for convenience of reference only.
63. If any provision of this Agreement or the application to any circumstances shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement or the application thereof to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.
64. The Purchaser and the Vendor acknowledge that this Agreement shall be deemed to be a contract under seal.
65. The Purchaser agrees as follows:
- (a) if any documents required to be executed and delivered by the Purchaser to the Vendor are, in fact, executed by a third party appointed as the attorney for the Purchaser, then the power of attorney appointing such person must be registered in the Land Titles Office where the Real Property is registered, and a notarial copy thereof (together with a statutory declaration sworn by the Purchaser's solicitor unequivocally confirming, without any qualification whatsoever, that the said power of attorney has not been revoked) shall be delivered to the Vendor and the Vendor's solicitors along with such documents; and
- (b) where the Purchaser is a corporation, or where the Purchaser is buying in trust for another person or corporation for a disclosed or undisclosed beneficiary or principal (including, without limitation, a corporation to be incorporated), the execution of this Agreement by the principal or principals of such corporation, or by the person named as the Purchaser in trust as the case may be, shall be deemed and construed to constitute the personal indemnity of such person or persons so signing with respect to the obligations of the Purchaser herein and shall be fully liable to the Vendor for the Purchaser's obligations under this Agreement and the Purchaser may not plead such agency, trust relationship or any other relationships as a defence to such liability.

ADDITIONAL PROVISIONS

66. Any trees, fencing, retaining walls or noise barriers or other items of a similar nature erected by the Vendor or the Municipality on the Real Property shall be maintained by the owner of the Real Property, without any modification or alteration whatsoever and in good order and tidy appearance and any landscaping provided by the Vendor in connection therewith shall be maintained by the Purchaser in good order and condition.
67. In the event that a sump pump is installed for purposes of draining the weeping tiles of a dwelling, the Purchaser acknowledges and agrees that the repair and maintenance of such sump pump (and related components) will be the sole responsibility of such Potl owner.

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Freehold Form
(May 14, 2024)

SCHEDULE "B"

ADDITIONAL INFORMATION

EACH NEW HOME IS PROTECTED BY FOUR LEVELS OF GUARANTEES

- One Year Tarion Warranty coverage guarantees that home is constructed in a workman-like manner and free from defects in material.*
- Two Year Tarion Warranty coverage on electrical, plumbing, heat delivery & distribution system.*
- Seven Year Tarion Warranty coverage on major structural components of your new Home.*
- The individual guarantees provided by the quality brand-name suppliers of the many components that go into new home. We carefully select component suppliers for roofing, hardware, electrical components, heating, cooling and mechanical systems, plumbing and other key elements and the warranties provided by these reputable brand name suppliers are all passed on to the Purchaser.

* See the Tarion Warranty Corporation website (Formerly the Ontario new Home Warranty program) for full warranty details.

** Variations from Builder's samples may occur in materials and finishes due to normal production processes. We reserve the right to substitute materials of equal or better quality without notice subject to availability at time of construction. E & O. E.

OPTIONAL UPGRADES AND CUSTOMIZING

- Lerrato Inc. offers a wide selection of upgrades to suit your special needs wherever possible. Please speak with the sales representative to discuss customizing your home.

Available upgrades will be quoted by the builder at the time of purchase. These upgrades may include the following features:


- 1- ½ HP garage door opener including the remote control and exterior keypad
- 2- AC unit
- 3- Water hose bib to front of the dwelling
- 4- Hardwood flooring in the bedrooms
- 5- Choice of carpet or laminate in the basement
- 6- Granite counter tops
- 7- Porcelain or marble tiles for the bathrooms and kitchen area
- 8- Wrought Iron railing
- 9- LED potlights

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

N.B. Subject to the Agreement of which this Schedule forms part, the Vendor shall have the right to substitute other products and materials provided that the substituted products and materials are of a quality equal to, or better than, the products and materials so listed or so provided.

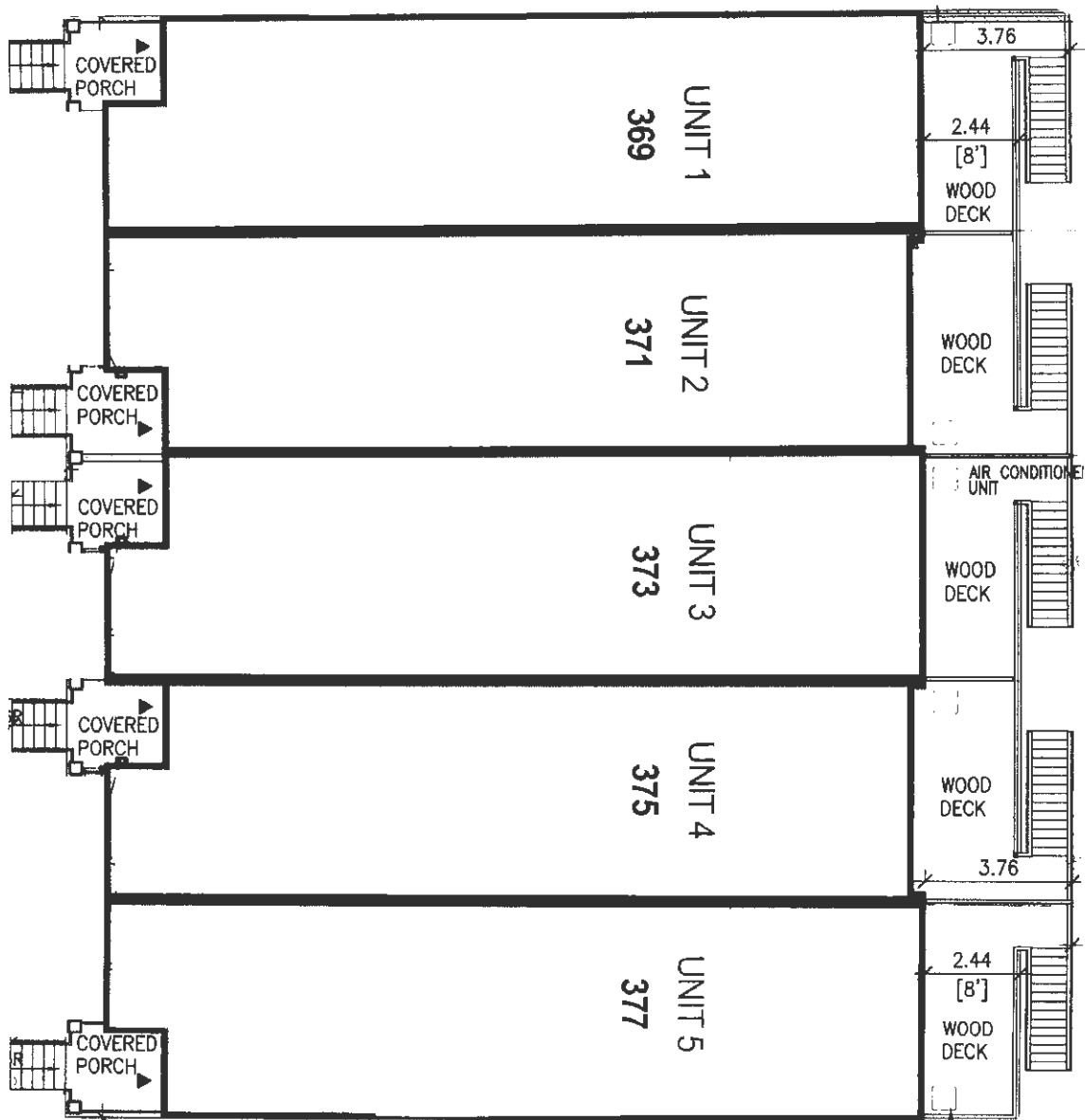
1. Marble and wood are subject to natural variations in colour and grain. Ceramic tile and broadloom are subject to pattern, shade and colour variations.
2. The Purchaser acknowledges that there shall be no reduction in the price or credit for any standard feature which is omitted at the Purchaser's request.
3. All dimensions, if any, are approximate.
4. All specifications, dimensions and materials are subject to change without notice.
5. Pursuant to this Agreement or this Schedule or pursuant to a supplementary agreement or purchase order the Purchaser may have requested the Vendor to construct an additional feature within the Dwelling which is in the nature of an optional extra (such as, by way of example only, a fireplace); if, as a result of building, construction or site conditions within the Dwelling or the Building, the Vendor is not able to construct such extra, then the Vendor may, by written notice to the Purchaser, terminate the Vendor's obligation to construct the extra. In such event, the Vendor shall refund to the Purchaser the monies, if any, paid by the Purchaser to the Vendor in respect of such extra, without interest and in all other respects this Agreement shall continue in full force and effect.
6. Brand name appliances that are not readily available at the time of purchase by the Vendor may be substituted at the Vendor's sole and absolute discretion, provided that such appliances are of equal quality to or better than the appliances set out herein.

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SCHEDULE "X" C
SITE PLAN

Note: Actual usable floor space may vary from the stated floor area



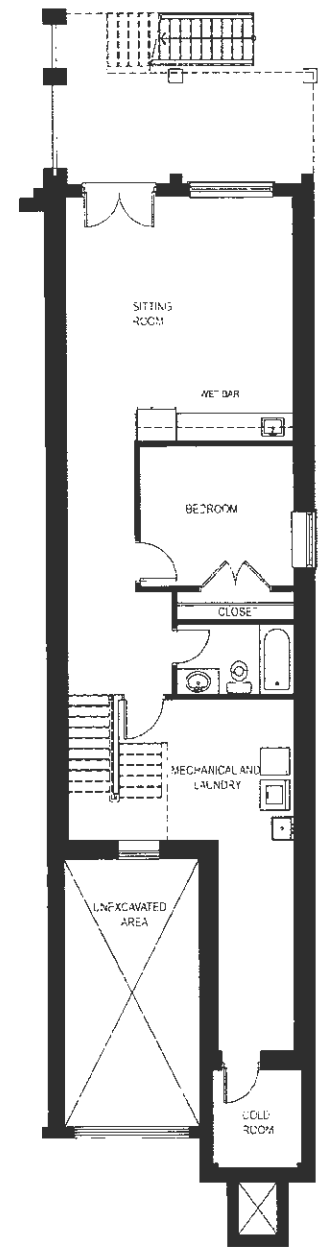
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PORTE ROAD
(FORMERLY PICKERING BEACH ROAD, RENAMED BY -LAW NO. 109--2002 AS IN DR207525)
(ROAD ALLOWANCE BETWEEN LOTS 6 AND 7)
PIN 26454-0000(LT)

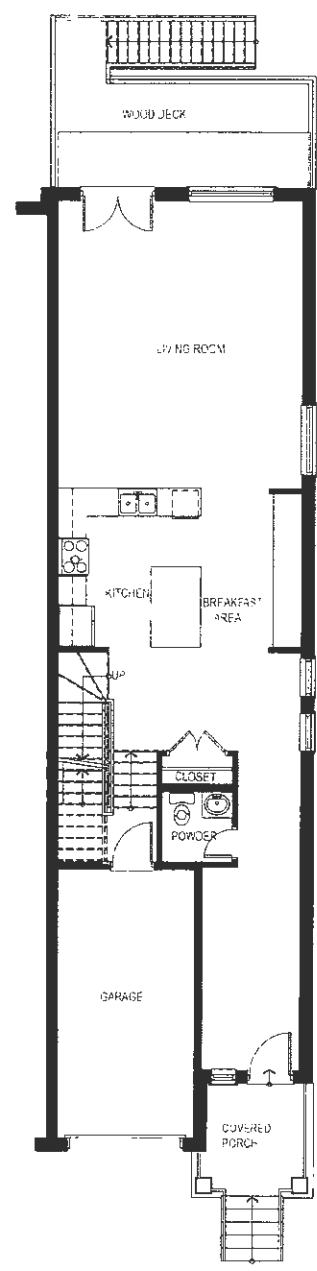
377 Porte Rd

SCHEDULE "D"
FLOOR PLAN

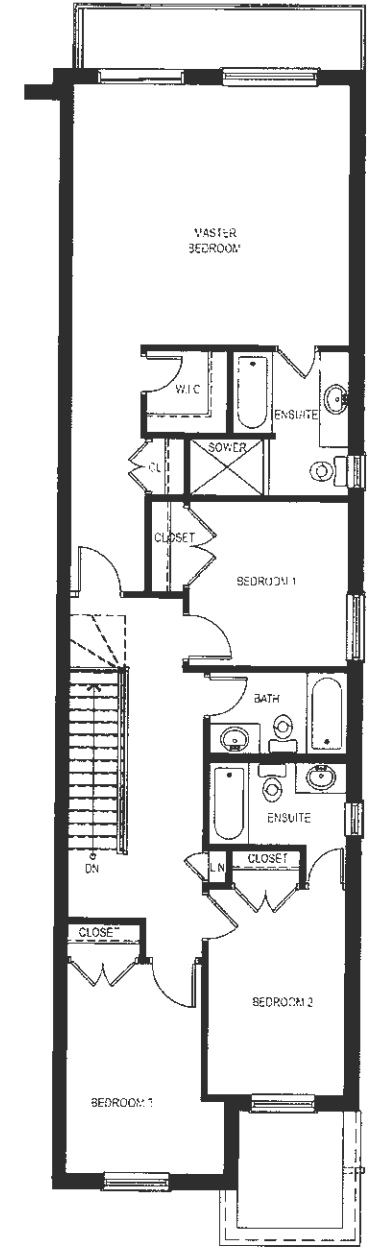
Note: Actual usable floor space may vary from the stated floor area



BASEMENT



FIRST FLOOR



SECOND FLOOR

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W

SCHEDULE "E"

WARNING CLAUSES AND NOTICE PROVISIONS

1. The Purchaser acknowledges that it is anticipated by the Vendor that in connection with the Vendor's application to the appropriate governmental authorities for site plan approval certain requirements may be imposed upon the Vendor by various governmental authorities. These requirements (the "**Requirements**") usually relate to warning provisions to be given to Purchasers in connection with environmental or other concerns (such as warnings relating to noise levels, the proximity of the buildings to major streets and similar matters). Accordingly, the Purchaser covenants and agrees that: (1) on the Closing Date, the Purchaser shall execute any and all documents required by the Vendor acknowledging, inter alia, that the Purchaser is aware of the Requirements.
2. The Purchaser specifically acknowledges and agrees that the Development will be developed in accordance with any requirements that may be imposed, from time to time, by any of the governmental authorities. The Purchaser further acknowledges that the proximity of the Development to major arterial roads as well as to public transit services and buses, may result in noise and/or vibration transmissions to the Real Property, and may cause noise exposure levels affecting the Real Property to exceed the noise criteria established by the governmental authorities, and that despite the inclusion of noise control features, noise levels from the aforementioned sources may continue to be of concern, occasionally interfering with some activities of the residential dwelling occupants. The Purchaser nevertheless agrees to complete this transaction in accordance with the terms hereof, notwithstanding the existence of such potential noise concerns, and the Purchaser further acknowledges and agrees that a noise-warning clause similar to the preceding sentence (subject to amendment by any wording or text recommended by the Vendor's noise consultants or by any of the governmental authorities) may be registered on title to the Plot on the Closing Date, if, in fact, same is required by any of the governmental authorities.
3. The Purchaser is advised that the Vendor's marketing material and site drawings and renderings ("**Marketing Material**") which they may have reviewed prior to the execution of this Agreement remains conceptual and that final building plans are subject to the final review and approval of any applicable governmental authority and the Vendor's design consultants and engineers, and accordingly such Marketing Material does not form part of this Agreement or the Vendor's obligations hereunder.
4. The hot water heater/tank within the Dwelling may be rented/leased and the Purchaser agrees on or before the Closing Date to enter into a lease agreement with such company selected by the Vendor for the lease of same, to execute such documents and other assurances as are required to give effect to same and to be responsible for the costs related thereto.
5. The Purchaser is advised that despite the inclusion of noise control features in this development area and within dwellings, noise levels from increasing road traffic may continue to be of concern occasionally interfering with some activities of the dwelling occupants, as the noise exposure level may exceed the noise criteria of the Municipality and the Ministry of the Environment.
6. The Purchaser is specifically advised that the Dwelling will be 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 Environment. (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 central air conditioning units must not exceed the sound emission standards established by the Ministry of Environment).
7. The Purchaser is advised that noise, traffic, light and/or odour levels from nearby office, commercial and/or retail businesses, as well as fire hall, schools and hospital, may be of concern and occasionally interfere with some activities of the Dwelling occupants. The Purchaser is advised that sound levels may exceed the Municipality's and the Ministry of Environment's noise criteria.

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SCHEDULE "F"

FEATURES LIST

CUSTOM QUALITY CONSTRUCTION AND EXTERIOR:

1. Brick, stone, and stucco exterior.
2. Comes with 1 garage parking with roll up garage door with window giving natural light inside.
3. Energy conserving insulation.
4. Exterior walls and ceiling to meet or surpass the Ontario Building Code requirements.
5. Poured concrete walls treated and wrapped to ensure waterproof structure.
6. Fully graded lots as per municipal grade plan.

SPECTACULAR INTERIOR FEATURES:

1. Architectural finishes include modern, flat profile 4" baseboards with matching casings.
2. Series Classique door throughout including all closet doors with quality hardware from vendor's standard samples.
3. Latex paint on walls and semi-gloss white on doors and trim as per vendor's standard samples.
4. Full back fence included.
5. High efficiency hot water tank rental unit installed.

EXTERIOR FINISHES:

1. Low maintenance aluminum soffits, fascia, eavestroughs, and downspouts, as per elevation.
2. Self-sealing 25-year manufacturer's limited warranty roof shingles from Vendor's predetermined colour samples.
3. Drainage system which includes; damp proofing spray, drainage membrane and drain tile.
4. Poured concrete garage floor with reinforced grade beams.
5. Two exterior hose bibs (taps), one at rear elevation and one in garage.

INTERIOR KITCHEN FEATURES:

1. Flat – panel laminate cabinetry with modern finishes.
2. Custom soft – close drawers.
3. Double – basin under mount, stainless steel kitchen sink with single lever faucet.
4. Electrical outlets at counter level for small appliances.
5. Quartz countertop.

BATHROOM FEATURES:

1. Contemporary chrome single lever vanity faucet.
2. Hand – set tile flooring.
3. Mirrors in all bathrooms over vanity.
4. Energy efficient water-saving shower heads and dual flush toilets throughout.
5. Tub enclosures tiled to the ceiling height.
6. Exhaust fans provided in all bathrooms.
7. Dedicated G.F.I. outlet provided at pedestal or vanity counter level.
8. Privacy locks on all bathroom doors.

LAUNDRY FEATURES:

1. Hot and cold water supply provided with a separate drain for clothes washing appliance, as per plan.
2. Heavy – duty electrical outlet for clothes dryer and a dedicated (110 volt) electrical outlet for washer.
3. Exterior venting provided for clothes dryer.

INTERIOR TRIM FEATURES:

1. Classique interior doors as per plan.
2. Colonial style trim throughout from Vendor's included samples.
3. Elegant natural finished oak staircase, handrail, and pickets on all finished areas stairs.

BEDROOM FEATURES:

1. All bedrooms have ceiling lights with wall controls.
2. Master retreat with ensuite and walk-in closet.
3. Generous closets with space saving wire shelving.

FLOORING FEATURES:

1. Engineered hardwood floors throughout entries, kitchen and principal living areas and laminate flooring in basement and second floor.
2. Tongue & groove OSB Subflooring throughout. All sheathing joints to be sanded smooth and screwed down to floor joists.

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PAINTING FEATURES:

1. Choice of one paint colour from Vendor's included samples for all interior walls.
2. All interior doors and trim to be painted white.

ELECTRIAL FEATURES:

1. 200-amp electrical service with copper wiring circuit breaker panel.
2. Rough-in for Cable TV in all Bedrooms and in the Living Room or Family Room (where applicable).
3. Doorbell included.
4. Quality carbon monoxide and smoke detectors as per Ontario Building Code (where applicable).
5. White switches and receptacles throughout.
6. Rough-in for the dishwasher.
7. Recessed light fixture in the Master ensuite shower stall (as per plan where applicable).
8. Water pressure balancing valves in all showers.

HEATING FEATURES:

1. High-efficiency forced-air gas furnace.
2. Ductwork sized for future air-conditioning.
3. High efficiency rental hot water heater.
4. Heat Recovery Ventilation Unit.

ROOFTOP FEATURES:

1. East-facing balcony with glass railing.
2. Flat roofing system & terrace.
3. Roof shingles with manufacturer's warranty.

HOME ENERGY SAVINGS AND COMFORT FEATURES:

1. 2" * 6' exterior wall with a minimum of R-22 insulation.
2. R-60 blown-in place arctic insulation.
3. R-31 batt insulation in non-attic / roof spaces.
4. R-20 basement wall wrap insulation to 6" above concrete slab.
5. R-31 foam insulation to all rooms above garages and exposed floor areas.
6. Vinyl Casement windows with Low-E coating and an Argon gas filled window Cavity.
7. Basement vinyl sliding windows with Low-E coating and an Argon gas filled window cavity.
8. All visibly exposed supply ducts in basement are taped to provide increased furnace efficiency and air flow throughout the home.
9. Programmable thermostat.
10. ERV or HRV – Energy Recovery Ventilator.

GENERAL:

1. Where the Purchaser is given a choice of materials or colours, the Purchaser agrees to confirm such choices to the vendor within 14 days of being requested to do so, otherwise failing which the vendor will make such choices on behalf of the Purchaser and the Purchaser agrees to accept the same.
2. The Vendor reserves the right to substitute materials of equal or better quality and the purchaser agrees to accept the same.
3. The Purchaser acknowledges that it is at the Vendor's discretion door swings may be different than those indicated on brochures and agrees to accept swings as adjusted at the Vendor's discretion.
4. The number of steps at the front porch may vary from shown according to grading conditions and municipal requirements.
5. Variation in uniformity and colour from Vendor's sample may occur in the finished material (Purchaser agrees to accept the same).
6. Actual usable floor space and square footage may vary from the stated floor area.

All Bathroom counter tops to be installed in Quartz, Marble, or Granite from the Vendor samples.

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Property 377 Porte Road

Statement of Critical Dates
Delayed Closing Warranty

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

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

VENDOR LERRATO INC.
Full Name(s)
PURCHASER ROHITKUMAR M. PATEL AND ARVINDABEN R. PATEL
Full Name(s)

1. Critical Dates

The First Tentative Closing Date, which is the date that the Vendor anticipates the home will be completed and ready to move in, is: the 14 day of MAY, 2024.

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 12 day of JUNE, 2024.

The Vendor must set a Firm Closing Date by giving proper written notice at least 90 days before the Second Tentative Closing Date. The Firm Closing Date can be up to 120 days after the Second Tentative Closing Date, and so could be as late as: the ___ day of ___, 20__.

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

The Vendor can set a Delayed Closing Date that is up to 365 days after the earlier of the Second Tentative Closing Date and the Firm Closing Date: This Outside Closing Date could be as late as: the ___ day of ___, 20__.

2. Notice Period for a Delay of Closing

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

Notice of a delay beyond the First Tentative Closing Date must be given no later than: the ___ day of ___, 20__.

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

Notice of a second delay in Closing must be given no later than: the ___ day of ___, 20__.

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

3. Purchaser's Termination Period

If the purchase of the home is not completed by the Outside Closing Date, then the Purchaser can terminate the transaction during a period of 30 days thereafter (the "Purchaser's Termination Period"), which period, unless extended by mutual agreement, will end on: the ___ day of ___, 20__.

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

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

Acknowledged this 14 day of MAY, 2024
VENDOR: [Signature]

PURCHASER: [Signature]
A. R. Patel

RMP
A.R.P.

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	LERRATO INC.		
	Full Name(s)	9 RIDGEVALE DR	
	B61168		
	HCRA Licence Number	Address	
	647-855-2525	MARKHAM ON	L6B 1A8
	Phone	City Province	Postal Code
		hiteshhitesh2004@yahoo.com	
	Fax	Email*	
PURCHASER	ROHITKUMAR M. PATEL AND ARVINDABEN R. PATEL		
	Full Name(s)		
	29 ROSEBANK DR UN703	SCARBOROUGH ON	M1B 5Y7
	Address	City Province	Postal Code
	647 744 0951		
	Phone	shirichit@msn.com	
	Fax	Email*	

PROPERTY DESCRIPTION

377 PORTE ROAD		
Municipal Address		
AJAX	ON	L1S 0B9
City	Province	Postal Code
PT LT 6 CON 1, PT 5, 40R30173, PICKERING, SUBJECT TO EASEMENT AS IN PI31742;		
Short Legal Description		
TOWN OF AJAX		

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

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

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

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

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

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

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

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

Freehold Form
(May 14, 2024)

SETTING AND CHANGING CRITICAL DATES

1. Setting Tentative Closing Dates and the Firm Closing Date

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

2. Changing the Firm Closing Date – Three Ways

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

3. Changing the Firm Closing Date – By Setting a Delayed Closing Date

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

4. Changing Critical Dates – By Mutual Agreement

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

**Freehold Form
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(iv) if the change involves extending either the Firm Closing Date or the Delayed Closing Date, then the amending agreement shall:

- i. disclose to the Purchaser that the signing of the amendment may result in the loss of delayed closing compensation as described in section 7;
- ii. unless there is an express waiver of compensation, describe in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation; and
- iii. contain a statement by the Purchaser that the Purchaser waives compensation or accepts the compensation referred to in clause ii above, in either case, in full satisfaction of any delayed closing compensation payable by the Vendor for the period up to the new Firm Closing Date or Delayed Closing Date.

If the Purchaser for his or her own purposes requests a change of the Firm Closing Date or the Delayed Closing Date, then subparagraphs (b)(i), (iii) and (iv) above shall not apply.

- (c) A Vendor is permitted to include a provision in the Purchase Agreement allowing the Vendor a one-time unilateral right to extend a Firm Closing Date or Delayed Closing Date, as the case may be, for one (1) Business Day to avoid the necessity of tender where a Purchaser is not ready to complete the transaction on the Firm Closing Date or Delayed Closing Date, as the case may be. Delayed closing compensation will not be payable for such period and the Vendor may not impose any penalty or interest charge upon the Purchaser with respect to such extension.
- (d) The Vendor and Purchaser may agree in the Purchase Agreement to any unilateral extension or acceleration rights that are for the benefit of the Purchaser.

5. Extending Dates – Due to Unavoidable Delay

- (a) If Unavoidable Delay occurs, the Vendor may extend Critical Dates by no more than the length of the Unavoidable Delay Period, without the approval of the Purchaser and without the requirement to pay delayed closing compensation in connection with the Unavoidable Delay, provided the requirements of this section are met.
- (b) If the Vendor wishes to extend Critical Dates on account of Unavoidable Delay, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, and an estimate of the duration of the delay. Once the Vendor knows or ought reasonably to know that an Unavoidable Delay has commenced, the Vendor shall provide written notice to the Purchaser by the earlier of: 20 days thereafter; and the next Critical Date.
- (c) As soon as reasonably possible, and no later than 20 days after the Vendor knows or ought reasonably to know that an Unavoidable Delay has concluded, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, identifying the date of its conclusion, and setting new Critical Dates. The new Critical Dates are calculated by adding to the then next Critical Date the number of days of the Unavoidable Delay Period (the other Critical Dates changing accordingly), provided that the Firm Closing Date or Delayed Closing Date, as the case may be, must be at least 10 days after the day of giving notice unless the parties agree otherwise. Either the Vendor or the Purchaser may request in writing an earlier Firm Closing Date or Delayed Closing Date, and the other party's consent to the earlier date shall not be unreasonably withheld.
- (d) If the Vendor fails to give written notice of the conclusion of the Unavoidable Delay in the manner required by paragraph (c) above, then the notice is ineffective, the existing Critical Dates are unchanged, and any delayed closing compensation payable under section 7 is payable from the existing Firm Closing Date.
- (e) Any notice setting new Critical Dates given by the Vendor under this section shall include an updated revised Statement of Critical Dates.

EARLY TERMINATION CONDITIONS

6. Early Termination Conditions

- (a) The Vendor and Purchaser may include conditions in the Purchase Agreement that, if not satisfied, give rise to early termination of the Purchase Agreement, but only in the limited way described in this section.
- (b) The Vendor is not permitted to include any conditions in the Purchase Agreement other than: the types of Early Termination Conditions listed in Schedule A; and/or the conditions referred to in paragraphs (j), (k) and (l) below. Any other condition included in a Purchase Agreement for the benefit of the Vendor that is not expressly permitted under Schedule A or paragraphs (j), (k) and (l) below is deemed null and void and is not enforceable by the Vendor, but does not affect the validity of the balance of the Purchase Agreement.
- (c) The Vendor confirms that this Purchase Agreement is subject to Early Termination Conditions that, if not satisfied (or waived, if applicable), may result in the termination of the Purchase Agreement. O Yes O No
- (d) If the answer in (c) above is "Yes", then the Early Termination Conditions are as follows. The obligation of each of the Purchaser and Vendor to complete this purchase and sale transaction is subject to satisfaction (or waiver, if applicable) of the following conditions and any such conditions set out in an appendix headed "Early Termination Conditions":

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Condition #1 (if applicable)

Description of the Early Termination Condition:

The Approving Authority (as that term is defined in Schedule A) is: _____

The date by which Condition #1 is to be satisfied is the _____ day of _____, 20 _____.

Condition #2 (if applicable)

Description of the Early Termination Condition:

The Approving Authority (as that term is defined in Schedule A) is: _____

The date by which Condition #2 is to be satisfied is the _____ day of _____, 20 _____.

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

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

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

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MAKING A COMPENSATION CLAIM

7. Delayed Closing Compensation

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

8. Adjustments to Purchase Price

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

MISCELLANEOUS

9. Ontario Building Code – Conditions of Closing

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

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- (i) the Purchaser shall not be entitled to delayed closing compensation if the reason for the delay is that the Purchaser Occupancy Obligations have not been completed;
 - (ii) the Vendor shall deliver to the Purchaser, upon fulfilling all prerequisites to obtaining permission for occupancy under the Building Code (other than the Purchaser Occupancy Obligations), a signed written confirmation that the Vendor has fulfilled such prerequisites; and
 - (iii) if the Purchaser and Vendor have agreed that such prerequisites (other than the Purchaser Occupancy Obligations) are to be fulfilled prior to Closing, then the Vendor shall provide the signed written confirmation required by subparagraph (ii) on or before the date of Closing.
- (c) If the Vendor cannot satisfy the requirements of paragraph (a) or subparagraph (b)(ii), the Vendor shall set a Delayed Closing Date (or new Delayed Closing Date) on a date that the Vendor reasonably expects to have satisfied the requirements of paragraph (a) or subparagraph (b)(ii), as the case may be. In setting the Delayed Closing Date (or new Delayed Closing Date), the Vendor shall comply with the requirements of section 3, and delayed closing compensation shall be payable in accordance with section 7. Despite the foregoing, delayed closing compensation shall not be payable for a delay under this paragraph (c) if the inability to satisfy the requirements of subparagraph (b)(ii) above is because the Purchaser has failed to satisfy the Purchaser Occupancy Obligations.
- (d) For the purposes of this section, an "Occupancy Permit" means any written or electronic document, however styled, whether final, provisional or temporary, provided by the chief building official (as defined in the *Building Code Act*) or a person designated by the chief building official, that evidences that permission to occupy the home under the Building Code has been granted.

10. Termination of the Purchase Agreement

- (a) The Vendor and the Purchaser may terminate the Purchase Agreement by mutual written agreement. Such written mutual agreement may specify how monies paid by the Purchaser, including deposit(s) and monies for upgrades and extras are to be allocated if not repaid in full.
- (b) If for any reason (other than breach of contract by the Purchaser) Closing has not occurred by the Outside Closing Date, then the Purchaser has 30 days to terminate the Purchase Agreement by written notice to the Vendor. If the Purchaser does not provide written notice of termination within such 30-day period then the Purchase Agreement shall continue to be binding on both parties and the Delayed Closing Date shall be the date set under paragraph 3(c), regardless of whether such date is beyond the Outside Closing Date.
- (c) If: calendar dates for the applicable Critical Dates are not inserted in the Statement of Critical Dates; or if any date for Closing is expressed in the Purchase Agreement or in any other document to be subject to change depending upon the happening of an event (other than as permitted in this Addendum), then the Purchaser may terminate the Purchase Agreement by written notice to the Vendor.
- (d) The Purchase Agreement may be terminated in accordance with the provisions of section 6.
- (e) Nothing in this Addendum derogates from any right of termination that either the Purchaser or the Vendor may have at law or in equity on the basis of, for example, frustration of contract or fundamental breach of contract.
- (f) Except as permitted in this section, the Purchase Agreement may not be terminated by reason of the Vendor's delay in Closing alone.

11. Refund of Monies Paid on Termination

- (a) If the Purchase Agreement is terminated (other than as a result of breach of contract by the Purchaser), then unless there is agreement to the contrary under paragraph 10(a), the Vendor shall refund all monies paid by the Purchaser including deposit(s) and monies for upgrades and extras, within 10 days of such termination, with interest from the date each amount was paid to the Vendor to the date of refund to the Purchaser. The Purchaser cannot be compelled by the Vendor to execute a release of the Vendor as a prerequisite to obtaining the refund of monies payable as a result of termination of the Purchase Agreement under this paragraph, although the Purchaser may be required to sign a written acknowledgement confirming the amount of monies refunded and termination of the purchase transaction. Nothing in this Addendum prevents the Vendor and Purchaser from entering into such other termination agreement and/or release as may be agreed to by the parties.
- (b) The rate of interest payable on the Purchaser's monies is 2% less than the minimum rate at which the Bank of Canada makes short-term advances to members of Canada Payments Association, as of the date of termination of the Purchase Agreement.
- (c) Notwithstanding paragraphs (a) and (b) above, if either party initiates legal proceedings to contest termination of the Purchase Agreement or the refund of monies paid by the Purchaser, and obtains a legal determination, such amounts and interest shall be payable as determined in those proceedings.

12. Definitions

"Business Day" means any day other than: Saturday; Sunday; New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any special holiday proclaimed by the Governor General or the Lieutenant Governor; and where New Year's Day, Canada Day or Remembrance Day falls on a Saturday or Sunday, the following Monday is not a Business Day, and where Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday are not Business Days; and where Christmas Day falls on a Friday, the following Monday is not a Business Day.

"Closing" means the completion of the sale of the home including transfer of title to the home to the Purchaser, and **"Close"** has a corresponding meaning.

"Commencement of Construction" means the commencement of construction of foundation components or elements (such as footings, rafts or piles) for the home.

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**Freehold Form
(MAY 14, 2024)**

"Critical Dates" means the First Tentative Closing Date, the Second Tentative Closing Date, the Firm Closing Date, the Delayed Closing Date, the Outside Closing Date and the last day of the Purchaser's Termination Period.

"Delayed Closing Date" means the date, set in accordance with section 3, on which the Vendor agrees to Close, in the event the Vendor cannot Close on the Firm Closing Date.

"Early Termination Conditions" means the types of conditions listed in Schedule A.

"Firm Closing Date" means the firm date on which the Vendor agrees to Close as set in accordance with this Addendum.

"First Tentative Closing Date" means the date on which the Vendor, at the time of signing the Purchase Agreement, anticipates that it will be able to close, as set out in the Statement of Critical Dates.

"Outside Closing Date" means the date which is 365 days after the earlier of the Firm Closing Date; or Second Tentative Closing Date; or such other date as may be mutually agreed upon in accordance with section 4.

"Property" or "home" means the home including lands being acquired by the Purchaser from the Vendor.

"Purchaser's Termination Period" means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 10(b).

"Second Tentative Closing Date" has the meaning given to it in paragraph 1(c).

"Statement of Critical Dates" means the Statement of Critical Dates attached to and forming part of this Addendum (in form to be determined by Tarion from time to time), and, if applicable, as amended in accordance with this Addendum.

"The ONHWP Act" means the *Ontario New Home Warranties Plan Act* including regulations, as amended from time to time.

"Unavoidable Delay" means an event which delays Closing which is a strike, fire, explosion, flood, act of God, civil insurrection, act of war, act of terrorism or pandemic, plus any period of delay directly caused by the event, which are beyond the reasonable control of the Vendor and are not caused or contributed to by the fault of the Vendor.

"Unavoidable Delay Period" means the number of days between the Purchaser's receipt of written notice of the commencement of the Unavoidable Delay, as required by paragraph 5(b), and the date on which the Unavoidable Delay concludes.

13. Addendum Prevails

The Addendum forms part of the Purchase Agreement. The Vendor and Purchaser agree that they shall not include any provision in the Purchase Agreement or any amendment to the Purchase Agreement or any other document (or indirectly do so through replacement of the Purchase Agreement) that derogates from, conflicts with or is inconsistent with the provisions of this Addendum, except where this Addendum expressly permits the parties to agree or consent to an alternative arrangement. The provisions of this Addendum prevail over any such provision.

14. Time Periods, and How Notice Must Be Sent

- (a) Any written notice required under this Addendum may be given personally or sent by email, fax, courier or registered mail to the Purchaser or the Vendor at the address/contact numbers identified on page 2 or replacement address/contact numbers as provided in paragraph (c) below. Notices may also be sent to the solicitor for each party if necessary contact information is provided, but notices in all events must be sent to the Purchaser and Vendor, as applicable. If email addresses are set out on page 2 of this Addendum, then the parties agree that notices may be sent by email to such addresses, subject to paragraph (c) below.
- (b) Written notice given by one of the means identified in paragraph (a) is deemed to be given and received: on the date of delivery or transmission, if given personally or sent by email or fax (or the next Business Day if the date of delivery or transmission is not a Business Day); on the second Business Day following the date of sending by courier; or on the fifth Business Day following the date of sending, if sent by registered mail. If a postal stoppage or interruption occurs, notices shall not be sent by registered mail, and any notice sent by registered mail within 5 Business Days prior to the commencement of the postal stoppage or interruption must be re-sent by another means in order to be effective. For purposes of this section 14, Business Day includes Remembrance Day, if it falls on a day other than Saturday or Sunday, and Easter Monday.
- (c) If either party wishes to receive written notice under this Addendum at an address/contact number other than those identified on page 2 of this Addendum, then the party shall send written notice of the change of address, fax number, or email address to the other party in accordance with paragraph (b) above.
- (d) Time periods within which or following which any act is to be done shall be calculated by excluding the day of delivery or transmission and including the day on which the period ends.
- (e) Time periods shall be calculated using calendar days including Business Days but subject to paragraphs (f), (g) and (h) below.
- (f) Where the time for making a claim under this Addendum expires on a day that is not a Business Day, the claim may be made on the next Business Day.
- (g) Prior notice periods that begin on a day that is not a Business Day shall begin on the next earlier Business Day, except that notices may be sent and/or received on Remembrance Day, if it falls on a day other than Saturday or Sunday, or Easter Monday.
- (h) Every Critical Date must occur on a Business Day. If the Vendor sets a Critical Date that occurs on a date other than a Business Day, the Critical Date is deemed to be the next Business Day.
- (i) Words in the singular include the plural and words in the plural include the singular.
- (j) Gender-specific terms include both sexes and include corporations.


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Freehold Form
(May 14, 2024)

15. Disputes Regarding Termination

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

For more information please visit www.tarion.com

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SCHEDULE A

Types of Permitted Early Termination Conditions

1. The Vendor of a home is permitted to make the Purchase Agreement conditional as follows:

- (a) upon receipt of Approval from an Approving Authority for:
- (i) a change to the official plan, other governmental development plan or zoning by-law (including a minor variance);
 - (ii) a consent to creation of a lot(s) or part-lot(s);
 - (iii) a certificate of water potability or other measure relating to domestic water supply to the home;
 - (iv) a certificate of approval of septic system or other measure relating to waste disposal from the home;
 - (v) completion of hard services for the property or surrounding area (i.e., roads, rail crossings, water lines, sewage lines, other utilities);
 - (vi) allocation of domestic water or storm or sanitary sewage capacity;
 - (vii) easements or similar rights serving the property or surrounding area;
 - (viii) site plan agreements, density agreements, shared facilities agreements or other development agreements with Approving Authorities or nearby landowners, and/or any development Approvals required from an Approving Authority; and/or
 - (ix) site plans, plans, elevations and/or specifications under architectural controls imposed by an Approving Authority.

The above-noted conditions are for the benefit of both the Vendor and the Purchaser and cannot be waived by either party.

(b) upon:

- (i) subject to paragraph 1(c), receipt by the Vendor of confirmation that sales of homes in the Freehold Project have exceeded a specified threshold by a specified date;
- (ii) subject to paragraph 1(c), receipt by the Vendor of confirmation that financing for the Freehold Project on terms satisfactory to the Vendor has been arranged by a specified date;
- (iii) receipt of Approval from an Approving Authority for a basement walkout; and/or
- (iv) confirmation by the Vendor that it is satisfied the Purchaser has the financial resources to complete the transaction.

The above-noted conditions are for the benefit of the Vendor and may be waived by the Vendor in its sole discretion.

(c) the following requirements apply with respect to the conditions set out in subparagraph 1(b)(i) or 1(b)(ii):

- (i) the 3 Business Day period in section 6(i) of the Addendum shall be extended to 10 calendar days for a Purchase Agreement which contains a condition set out in subparagraphs 1(b)(i) and/or 1(b)(ii);
- (ii) the Vendor shall complete the Property Description on page 2 of this Addendum;
- (iii) the date for satisfaction of the condition cannot be later than 9 months following signing of the purchase Agreement; and
- (iv) until the condition is satisfied or waived, all monies paid by the Purchaser to the Vendor, including deposit(s) and monies for upgrades and extras: (A) shall be held in trust by the Vendor's lawyer pursuant to a deposit trust agreement (executed in advance in the form specified by Tarion Warranty Corporation, which form is available for inspection at the offices of Tarion Warranty Corporation during normal business hours), or secured by other security acceptable to Tarion and arranged in writing with Tarion, or (B) failing compliance with the requirement set out in clause (A) above, shall be deemed to be held in trust by the Vendor for the Purchaser on the same terms as are set out in the form of deposit trust agreement described in clause (A) above.

2. The following definitions apply in this Schedule:

"Approval" means an approval, consent or permission (in final form not subject to appeal) from an Approving Authority and may include completion of necessary agreements (i.e., site plan agreement) to allow lawful access to and use and Closing of the property for its intended residential purpose.

"Approving Authority" means a government (federal, provincial or municipal), governmental agency, Crown corporation, or quasi-governmental authority (a privately operated organization exercising authority delegated by legislation or a government).


"Freehold Project" means the construction or proposed construction of three or more freehold homes (including the Purchaser's home) by the same Vendor in a single location, either at the same time or consecutively, as a single coordinated undertaking.

3. Each condition must:

- (a) be set out separately;
- (b) be reasonably specific as to the type of Approval which is needed for the transaction; and
- (c) identify the Approving Authority by reference to the level of government and/or the identity of the governmental agency, Crown corporation or quasi-governmental authority.

4. For greater certainty, the Vendor is not permitted to make the Purchase Agreement conditional upon:

- (a) receipt of a building permit;
- (b) receipt of an Closing permit; and/or
- (c) completion of the home.

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SCHEDULE B

Adjustments to Purchase Price or Balance Due on Closing

PART I Stipulated Amounts/Adjustments

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing, the dollar value of which is stipulated in the Purchase Agreement and set out below.

	DESCRIPTION	SECTION	AMOUNT
1.	Contribution to banking fees, including partial discharges	21(g)	\$300 plus HST
2.	Contribution to costs of tree planting	21(i)	\$2,000.00 plus HST
3.	Contribution to costs of internet delivery of documentation and electronic registration	21(j)	\$350 plus HST
4.	Contribution to costs of survey preparation	21(k)	\$400 plus HST
5.	Unaccepted cheque/ N.S.F Administrative fee per Occurrence	24	\$500 plus HST
6.	Fees and liquidated damages for Purchasers Delaying Occupancy	44(d)	\$200 plus HST per day and \$500 plus HST per delay
7.	Wire Transfer or direct deposit fee	21(dd)	\$150 plus HST
8.	Release of vendor's Lien	21(r)	\$100 plus HST
9.	Project aesthetic enhancement	5	\$5000 plus HST
10.	Capped development charges	21(l)	\$18000 plus HST
11.	Vendor's Solicitor's Legal Fees and Disbursements RE: Letter or other form of notice relating to any default by Purchaser per Occurrence (if applicable)	21(r)	\$500 plus HST
12.	Tarion enrolment fee	21(a)	\$1955 plus HST
13.	Home Regulatory Authority fee	21(a)	\$145 plus HST
14.	Charges Re: electricity, water, and gas meters	21(d)	\$1245 plus HST
15.	Re-schedule inspection (if applicable)	10(i)	\$250 plus HST
16.	Fail to inform Vendor of change of Purchaser's Information	21(cc)	\$250 plus HST

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

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

	DESCRIPTION	SECTION
1.	Tarion enrolment fee	21(a)
2.	Home Regulatory Authority fee	21(a)
3.	Unpaid amounts, including upgrades, extras and/or changes	21(b)
4.	Really Taxes, fuel, water rates, & assessment rates	21(c)
5.	Utility check meter, water meter, hydro meter or gas meter, connection, installation, energization, etc. charges (not to exceed Five Hundred (\$500.00) Dollars plus HST per meter or service)	21(d)
6.	Costs relating to Purchaser's failure to make required contractual arrangements	21(e)
7.	Law Society of Ontario charge imposed on Vendor or its solicitors	21(f)
8.	Any new taxes or increases to existing taxes	21(h)
9.	Development charge(s)	21(l)
10.	Education development charge(s)	21(m)
11.	Charges pursuant to section 37, parks, public art or other charges/levies	23(n)
12.	Completing the final coat of asphalt on the driveway (not to exceed Two Thousand (\$2,000.00) Dollars + HST) (if applicable)	21(o)
13.	Any other additional or further adjustments agreed to in writing between the Vendor and Purchaser subsequent to the execution of this Agreement.	21(p)
14.	Utility supplier(s) deposit(s)/ Hot water heater and tank rental	23
15.	HST on adjustments, extras, upgrades, changes / Payment of HST rebate	25
16.	Cost of extras, upgrades, changes	28
17.	Costs to remedy correct, remove, or remedy unauthorized work, plus administration fee	34
18.	Removing unauthorized title registrations	38
19.	Interest and liquidated damages, plus administration fee	44(d)
20.	New levies, charges, payments, contributions, fees, assessments etc.	21(q)
21.	Vendor's lien or charge fees	21(r)
22.	Charges for recycling containers/bins, recycling programs, food/kitchen waste collection containers/bins, and/or food/kitchen waste collection programs	21(s)
23.	Internet delivery of documentation to the purchaser's solicitor	21(t)
24.	Amounts which may, in the vendor's discretion, remain unpaid and owing to the vendor on account of any extras, upgrades or changes for the property ordered by the purchaser	21(u)
25.	Fail to provide information/ change of solicitor (if applicable)	21(v)
26.	Appliance installation charges (if applicable)	21(w)
27.	Cost for replacement of laid sod / landscape plantings (if applicable)	21(x)
28.	Costs to correct damages caused by unlawful works (if applicable)	21(y)
29.	Vendor's legal fees and disbursements re: extensions (if applicable)	21(z)
30.	Cost for colours and materials from other than vendor's samples	21(aa)
31.	EFTs fees and charges (if applicable)	24
32.	Cost or credit Re walk-out Basement, Look-out or Rear Deck	21(bb)

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APPENDIX TO ADDENDUM
TO AGREEMENT OF PURCHASE AND SALE

EARLY TERMINATION CONDITIONS

The Early Termination Conditions referred to in paragraph 2(c)(ii) of the Tarion Addendum are as follows:

CONDITIONS PERMITTED IN PARAGRAPH 1 (a) OF SCHEDULE "A" TO THE TARION ADDENDUM

None.

CONDITIONS PERMITTED IN PARAGRAPH 1 (b) OF SCHEDULE "A" TO THE TARION ADDENDUM

1. Description of Early Termination Condition:

None.

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A.I.P.

This is Exhibit " G " referred to in the
affidavit of Rohit Kumar Patel,
sworn before me at the City of Toronto this
8 day of September, 2025



ALLAN RASHEED MOHAMMED
Barrister, Solicitor & Notary Public
Province of Ontario
Canada

Exhibit G

August 7, 2024

11:12 AM



Edit

CREA Ontario Real Estate Association**Agreement of Purchase and Sale****Form 100**

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 12th day of August 20 22**BUYER:** Rohitkumar Patel and Arvindaben Patel, agrees to purchase from
(Full legal names of all Buyers)**SELLER:** Lerrato Inc., the following
(Full legal names of all Sellers)**REAL PROPERTY:**Address 367 Porte Road 5 Ajax ONfronting on the East side of Porte Roadin the Town of Ajaxand having a frontage of 20 Feet more or less by a depth of 200 Feet more or less

and legally described as _____

(Legal description of land including easements not described elsewhere) (the "property")

PURCHASE PRICE:Dollars (CDN\$) 1,300,000.00One Million Three Hundred Thousand

Dollars

DEPOSIT: Buyer submits Upon Acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)Seventy Five Thousand Dollars (CDN\$) 75,000.00by negotiable cheque payable to Lerrato Inc. "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.**Buyer agrees to pay the balance as more particularly set out in Schedule A attached.****SCHEDULE(S)** A, B, and C attached hereto form(s) part of this Agreement.**1. IRREVOCABILITY:** This offer shall be irrevocable by Buyer until 11.59 on the 14th
(Seller/Buyer) (a.m./p.m.)
day of August 20 22, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.**2. COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 10th day of January
20 24. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

A.R.P.
A.M.P.

INITIALS OF SELLER(S):

Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 12th day of August 2022

BUYER: Rohitkumar Patel and Arvindaben Patel, agrees to purchase from
(Full legal names of all Buyers)

SELLER: Lerrato Inc., the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 367 Porte Road 5 Ajax ON

fronting on the East side of Porte Road

in the Town of Ajax

and having a frontage of 20 Feet more or less by a depth of 200 Feet more or less

and legally described as

(Legal description of land including easements not described elsewhere) (the "property")

PURCHASE PRICE:

Dollars (CDN\$) 1,300,000.00

One Million Three Hundred Thousand

Dollars

DEPOSIT: Buyer submits Upon Acceptance

(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Seventy Five Thousand

Dollars (CDN\$) 75,000.00

by negotiable cheque payable to Lerrato Inc. "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A, B, and C attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by Buyer until 11.59 on the 14th day of August 2022, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.
(Seller/Buyer) (a.m./p.m.)

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 10th day of January 2024. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

A.R.P.
A.M.P.

INITIALS OF SELLER(S):

FOREMOST MORTGAGE HOLDING CORPORATION *Plaintiff*

CV-24-00724076-00CL

v.

BARAKAA DEVELOPER INC., LERRATO INC. AND 2145499 ONTARIO INC.(MORRISH) INC.

Defendants

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)
Proceedings Commenced at Toronto

AFFIDAVIT OF ROHITKUMAR
PATEL

Rohoman & Mohammed LLP
Barristers and Solicitors
885 Progress Avenue, LPH-5
Toronto, Ontario M1H 3G3
Tel: 416-878-6168
Fax: 647-288-2100
allan@rohomanmohammed.com

Allan Rasheed Mohammed
LSUC#: 59008K
Counsel for the Patel Purchasers