



AQUAZUL CONDOMINIUMS
CONCORD PLACE, GRIMSBY - AGREEMENT OF PURCHASE AND SALE

The Property

1. The Undersigned

(hereinafter called the "Purchaser") agrees with **HOMES BY DESANTIS (LAKE) INC.** (hereinafter called the "Vendor") to purchase:

East Building
Residential Unit Number ____, **Level** ____, **being Suite** ____

MODEL _____

EXPOSURE _____

together with one (1) Parking Unit and one (1) Locker Unit, to be allocated by the Vendor, at its sole direction, located at Concord Place, Grimsby, Ontario, and collectively referred to as the "**Unit**", in a condominium development (the "**Condominium**") and an undivided interest in the common elements appurtenant to the Unit, together with the exclusive use of any common element areas which may be designated as for the exclusive use of the Unit (being all hereinafter collectively referred to as the "**Property**"), all in accordance with condominium plan documentation proposed to be registered against the lands legally described PT LT 17 CON 1 NORTH GRIMSBY AS IN RO544827; GRIMSBY, being all of PIN 46006-0016 and PT LT 17 CON 1 NORTH GRIMSBY AS IN RO406148; TOWN OF GRIMSBY, being all of PIN 46006-0017 (LT) (the "**Lands**").

2. **The purchase price of the Property shall be:**

_____ CANADIAN DOLLARS

(\$ _____) (inclusive of H.S.T., as per paragraph 3, of Schedule "X"), payable as follows:

- (a) a sum of **Five Thousand Dollars (\$5,000.00)** by cheque with this Agreement payable to the Vendor's solicitors, Scarfone Hawkins LLP, in trust, as a deposit to be credited on account of the purchase price on closing;
- (b) a sum of **Five Thousand Dollars (\$5,000.00)**, payable on the date all conditions in Schedule "C" are waived or satisfied, by cheque, payable to Scarfone Hawkins LLP, in trust, which shall be no later than **October 11, 2016**;
- (c) a sum of **Five Thousand Dollars (\$5,000.00)**, payable **October 31, 2016** by post-dated cheque, payable to Scarfone Hawkins LLP, in trust;
- (d) a sum equal to **Fifteen Percent (15%) of the Purchase Price less Fifteen Thousand Dollars (\$15,000.00)** payable **December 30, 2016** by post-dated cheque, payable to Scarfone Hawkins LLP, in trust; and
- (e) the balance of the purchase price by certified cheque drawn on a solicitor's trust account, subject to adjustments as provided in this Agreement on the Title Closing Date (as hereinafter defined).

All of the deposits in subparagraphs (a) to (d) are herein called the "Deposits". **The failure of any cheque to clear the bank for insufficient funds or as a result of a stop payment shall be a monetary default and the default provisions as set out in paragraph 23 of Schedule "X" shall apply.** Upon this Agreement becoming firm and binding, the Purchaser shall provide the Vendor with the cheque with respect to the Deposit set out in sub-paragraph (b) and post-dated cheques with respect to the Deposits set out in subparagraphs (c) and (d).

The Tentative Occupancy Date

3. The Purchaser shall take possession of the Property on or before the _____ day of _____, 20____ (this date is referred to as the "**Tentative Occupancy Date**" or the "**Occupancy Date**"), subject to the terms and provisions as set out in the Statement of Critical Dates and Tarion Addendum attached as Schedule "T".

Title Closing Date

4. The transfer of title to the Property to the Purchaser shall be completed on the later of the Occupancy Date or a date established by the Vendor as set out in Paragraph 1 of Schedule "X" (the "Title Closing Date").

5. The following schedules, which are attached hereto, form a part of this Agreement:
- X

O

D

E

C

P

Terms of Agreement

Occupancy Agreement

Acknowledgement of Receipt of Condominium Documents

Standard Features

Conditions

Floor Plan

P1

P2

S

W

B

T

Parking Plans

Locker Plans

Site Plan

Warning Clauses

Bonus Package

Tarion Addendum

This Agreement shall be irrevocable by the Purchaser until one minute before midnight on the fifth (5th) business day after its date, after which time if not accepted this Agreement shall become null and void and the deposit returned to the Purchaser without interest. If this Agreement is accepted by the Vendor, this Agreement shall be deemed to have been executed on the date of such acceptance.

DATED at _____, this 1st day of October, 2016.

WITNESS:

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Purchaser #1

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Purchaser #2

Purchaser #2 Information**

Purchaser #1 Information**

Address

Main E-mail _____

Alt E-mail: _____

Main Phone #: _____

Other Phone #: _____

Date of Birth: _____

****YOU MUST KEEP HOMES BY DESANTIS INFORMED OF YOUR CURRENT CONTACT INFORMATION. ANY NOTICES WILL BE DELIVERED TO YOU BY E-MAIL.**

Purchaser Lawyer: It is your responsibility to provide the acting lawyer with the Agreement of Purchase and Sale and any notices or amendments.

Lawyer Name:_____

Law Firm:_____

Address: _____

Telephone No.:_____

E-mail:_____

The Undersigned hereby accepts this Agreement and its terms, and covenants, promises and agrees to and with the Purchaser to duly carry out the same on the terms and conditions contained in this Agreement.

Vendor’s Solicitors

James Mahler – Scarfone, Hawkins LLP

1 James Street South - 14th Floor

Hamilton, Ontario L8N 3P9

Telephone: 905-523-1333 FAX: 905-523-5878

E-Mail – jmahler@shlaw.ca

ACCEPTED THIS _____ day of _____, 20__

HOMES BY DESANTIS (LAKE) INC.

Per:_____

I have authority to bind the Corporation

Vendor’s Address:

461 Green Road, Unit 10, Stoney Creek

Phone: (905) 664-7288 Fax: (905) 664-2611