

SCHEDULE A

Types of Permitted Early Termination Conditions

1. The Vendor of a condominium 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) receipt by the Vendor of confirmation that sales of condominium dwelling units have exceeded a specified threshold by a specified date;
- (ii) receipt by the Vendor of confirmation that financing for the 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.

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 occupancy 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).

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 occupancy permit; and/or
- (c) completion of the home.


Purchaser

Purchaser


Vendor

SCHEDULE B

Adjustments to Purchase Price or Balance Due on Closing

PART I Stipulated Amounts/Adjustments

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


1. Preparation of transfer fee by Builder's solicitor as stated in Clause #17 of the Agreement of Purchase & Sale. **\$225.00 + HST= \$254.25**

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.

1. Land Transfer Tax based on final purchase price less HST as stated in Clause #8(g) of the Agreement of Purchase & Sale.
2. Property Taxes as per final statement of adjustments as stated in Clause #8(a) of the Agreement of Purchase & Sale.
3. Maximum GST/HST rebate based on final purchase price less HST as stated in Schedule "G" Clause # 8 of the Agreement of Purchase & Sale.
4. Tarion Enrolment Fee based on final purchase price less HST as stated in Clause #8(b) of the Agreement of Purchase & Sale. Tarion Enrolment Calculation Table can be viewed on-line at tarion.com. See chart on page 12 as a guide.
5. Additional upgrades/deletions contained in the attached Amendment to the Agreement of Purchase and Sale dated N/A.
6. Any increase in existing or newly imposed levies, development charges, education development charges or any impost or other charges imposed by an approving authority or public utility corporation as stated in Clause # 48 of the Agreement of Purchase & Sale.

Signed at Ottawa, this 24th day of November, 2020.


Purchaser

Valecraft Homes Limited

Purchaser


Per: _____

December 10, 2020
Date:

Lot #: R01

Project: **Deerfield Village 2**

Enrolment Fee Calculation Table

(Effective January, 2018)

Sale Price* Range (Excluding HST)			Unit Enrolment Fee		13% HST		Total Enrolment Fee
Less than		\$100,000.00	\$385.00	+	\$50.05	=	\$435.05
\$100,000.01	-	\$150,000.00	\$430.00	+	\$55.90	=	\$485.90
\$150,000.01	-	\$200,000.00	\$500.00	+	\$65.00	=	\$565.00
\$200,000.01	-	\$250,000.00	\$570.00	+	\$74.10	=	\$644.10
\$250,000.01	-	\$300,000.00	\$640.00	+	\$83.20	=	\$723.20
\$300,000.01	-	\$350,000.00	\$710.00	+	\$92.30	=	\$802.30
\$350,000.01	-	\$400,000.00	\$780.00	+	\$101.40	=	\$881.40
\$400,000.01	-	\$450,000.00	\$870.00	+	\$113.10	=	\$983.10
\$450,000.01	-	\$500,000.00	\$945.00	+	\$122.85	=	\$1,067.85
\$500,000.01	-	\$550,000.00	\$1,025.00	+	\$133.25	=	\$1,158.28
\$550,000.01	-	\$600,000.00	\$1,075.00	+	\$139.75	=	\$1,214.75
\$600,000.01	-	\$650,000.00	\$1,130.00	+	\$146.90	=	\$1,276.90
\$650,000.01	-	\$700,000.00	\$1,210.00	+	\$157.30	=	\$1,367.30
\$700,000.01	-	\$750,000.00	\$1,260.00	+	\$163.80	=	\$1,423.80
\$750,000.01	-	\$800,000.00	\$1,315.00	+	\$170.95	=	\$1,485.95
\$800,000.01	-	\$850,000.00	\$1,365.00	+	\$177.45	=	\$1,542.45
\$850,000.01	-	\$900,000.00	\$1,485.00	+	\$193.05	=	\$1,678.05
\$900,000.01	-	\$950,000.00	\$1,540.00	+	\$200.20	=	\$1,740.20
\$950,000.01	-	\$1,000,000.00	\$1,595.00	+	\$207.35	=	\$1,802.35
\$1,000,000.01	-	\$1,500,000.00	\$1,725.00	+	224.25	=	\$1,949.25
Over \$1,500,000.01			\$1,800.00	+	\$234.00	=	\$2,034.00

* Sale Price refers to the total amount (value of consideration) payable by an owner in an agreement of purchase and sale or construction contract, including (without limitation) the value of upgrades, extras and other consideration paid for the home including appurtenances used in conjunction with the residential dwelling, (e.g., garages for single homes or parking spaces and storage lockers for condominiums). For clarity, Sale Price does not include any applicable taxes.



Purchaser

Purchaser



Vendor

INFORMATION FOR BUYERS OF PRE-CONSTRUCTION CONDOMINIUM HOMES ABOUT THE POSSIBLE TERMINATION OF PURCHASE AGREEMENT

To: Purchaser(s) of the Property

1. Take Note

YOU ARE ENTERING INTO A PURCHASE TRANSACTION WHICH RELATES TO A PRE-CONSTRUCTION CONDOMINIUM UNIT¹. YOU SHOULD BE AWARE OF THE POSSIBILITY THAT IT MAY NEVER BE COMPLETED.

IMPORTANT INFORMATION ABOUT YOUR PURCHASE IS SET OUT IN THIS DOCUMENT.

YOU SHOULD REVIEW YOUR PURCHASE AGREEMENT INCLUDING THIS DOCUMENT WITH A LAWYER FAMILIAR WITH CONDOMINIUM TRANSACTIONS.

REMEMBER THAT YOU HAVE A 10-DAY PERIOD TO CANCEL YOUR PURCHASE.²

2. Be Aware of Timing

The Vendor's best estimate as to when your unit will be ready for occupancy is shown as the "First Tentative Occupancy Date" on the Statement of Critical Dates and is November 25, 2021 (Month/Day/Year). This date may be further extended. Please refer to the Statement of Critical Dates in the Tarion Condominium Addendum (which forms part of your Purchase Agreement) for an explanation of how this date may change.

3. Completion of Your Purchase Is Not Certain – It Can Be Terminated by the Vendor³

Your Purchase Agreement contains early termination conditions which could result in your purchase being terminated. These are set out in detail in the Tarion Condominium Addendum. In general terms, the Vendor can end your purchase if:

- (a) By N/A (Month/Day/Year), a set level of sales for the project has not been achieved.
- (b) By N/A (Month/Day/Year), certain zoning and/or development approvals have not been obtained.
- (c) By N/A (Month/Day/Year), satisfactory financing for the project has not been obtained.

This may not list all of the conditions that may exist in the Tarion Condominium Addendum.

Note: In most cases, if your Purchase Agreement is terminated, any deposit monies you have paid must be returned to you with interest at the rate no less than that prescribed by the *Condominium Act, 1998*⁴. Other recourse (monetary or otherwise) may be limited – you should speak to your lawyer.

4. Ownership of Property

The Vendor represents, warrants and declares that the Vendor owns the freehold ownership interest in the Property or has the power to compel transfer of the freehold ownership interest in the Property before closing.

5. Title Restrictions

The Vendor represents, warrants and declares that:

- (a) The Property is free from any registered title restriction that binds the Project which would prevent completion of the Project and/or sale of your unit to you. ☒ YES ☐ NO
- (b) If No, that is, if such a restriction exists, the Vendor's explanation for how the restriction will be removed so the Project can proceed and/or the sale can be completed is set out below (add attachment, if necessary).

¹ This information sheet applies to residential units in a standard residential condominium corporation as well as a phased condominium corporation (see paras 6(2) 2 and 4. of the *Condominium Act, 1998*).

² See *Condominium Act, 1998*, s.73.

³ **Note to Vendor:** insert "n/a" in the date area if any of paragraphs 3(a), (b) or (c) do not apply.

⁴ Interest required to be paid on deposit monies returned to a purchaser is governed by the *Condominium Act, 1998* – see section 82, and section 19 of O. Reg. 48/01. In general terms, it is 2 percentage points less than a specified Bank of Canada rate recalculated every 6 months.

6. Zoning Status

The Vendor represents, warrants and declares that:

- (a) The Vendor has obtained appropriate Zoning Approval for the Building. ☒ YES ☐ NO
 (b) If No, the Vendor shall give written notice to the Purchaser within 10 days after the date that appropriate Zoning Approval for the Building is obtained.

7. Construction Status

The Vendor represents, warrants and declares that:

- (a) Commencement of Construction: ☒ has occurred; or, ☐ is expected to occur by _____ (Month/Day/Year).
 (b) If commencement has not occurred, the Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.

8. Your Purchase Agreement

This document is to be used for a purchase transaction where the transaction remains conditional and the unit is a condominium unit in respect of a condominium project for which a description is proposed to be registered under the *Condominium Act, 1998*. This document⁵ together with the Tarion Condominium Addendum⁶, forms part of your Purchase Agreement. This document, the Tarion Condominium Addendum and the balance of your Purchase Agreement are to be signed at the same time. If any conflict or inconsistency exists among these documents, the provisions of the Tarion Condominium Addendum shall prevail followed by this document. Terms not defined in this document have the meaning set out in the Tarion Condominium Addendum.

9. Sign Up for MyHome

Tarion recommends that you register on Tarion's **MyHome** on-line portal, visit Tarion's website – **tarion.com**, and carefully review the *Homeowner Information Package* to better understand your rights and obligations under the statutory warranties.

10. Legal Advice is Important

PRIOR TO SIGNING THE PURCHASE AGREEMENT OR ANY AMENDMENT TO IT, YOU SHOULD SEEK ADVICE FROM A LAWYER WITH RESPECT TO THE PURCHASE AGREEMENT OR ANY AMENDING AGREEMENT TO THE PROPOSED TRANSACTION. ALSO REVIEW WITH YOUR LAWYER THE DISCLOSURE STATEMENT REQUIRED BY THE CONDOMINIUM ACT, 1998.

DATED November 24, 2020 (Month/Day/Year).

I/We the undersigned acknowledge having received and read this document.


Purchaser


Witness

Purchaser

Witness


Vendor

December 10, 2020
Date

⁵ Tarion's expectation is that this document be placed at the front of the purchase agreement. Compliance with the requirement to place this document at the front of the Purchase Agreement does not affect enforceability of the purchase agreement.

⁶ This is the mandatory condominium addendum required to be attached to this Purchase Agreement and referred to in Regulation 165/08 under the *Ontario New Home Warranties Plan Act*.

SCHEDULE "F"
ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT

THE UNDERSIGNED being the Purchaser(s) of the Unit hereby acknowledges having received from the Vendor with respect to the purchase of the Unit the following document on the date noted below:

1. A current Disclosure Statement and accompanying documents in accordance with Section 72 of the Act.


The Purchaser hereby acknowledges that the Condominium Documents required by the Act have not been registered by the Vendor, and agrees that the Vendor may, from time to time, make any modification to the Condominium Documents in accordance with its own requirements and the requirements of any mortgagee, governmental authority, examiner of Legal Surveys, the Land Registry Office or any other competent authority having jurisdiction to permit registration thereof.

The Purchaser further acknowledges and agrees that in the event there is a material change to the Disclosure Statement as defined in subsection 74(2) of the Act, the Purchaser's only remedy shall be as set forth in subsection 74(6) of the Act, notwithstanding any rule of law or equity to the contrary.

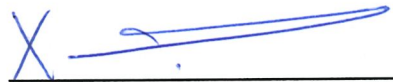
The Purchaser acknowledges that the sequence of the phasing may change from what is currently shown in the disclosure statement.

Date Ottawa this 24th day of November, 2020

In the presence of:



WITNESS



PURCHASER

WITNESS

PURCHASER

DATED at Ottawa this 10th day of December, 2020

VALECRAFT HOMES LIMITED (VENDOR)

PER:



Project: DEERFIELD VILLAGE 2

Builder's Ref # R01

SCHEDULE "G"


HARMONIZED SALES TAX AND NEW HOUSING REBATE

1. The parties acknowledge that as at the date of this Agreement, Harmonized Sales Tax ("HST") is applicable to this transaction pursuant to the Excise Tax Act (Canada) (the "**Legislation**") and that, the Purchaser may qualify for the GST/HST new housing rebate (as is authorized by the Legislation from time to time) (the "**New Housing Rebate**") in respect of this transaction.
2. The Purchaser is hereby advised that the Purchase Price listed in "Purchase Price" Section of this Agreement includes all HST and the New Housing Rebate applicable to this transaction (refer to maximum rebate allowance in Clause 8) as at the date this Agreement is signed by the parties. All sales taxes applicable to the transaction (including any applicable New Housing Rebate) will be calculated as of the closing of the subject transaction and will be applied in accordance with the Legislation. In the event that there is a change to the Legislation after the execution of this Agreement but prior to the closing of this transaction, the Vendor shall make all applicable adjustments to the sales taxes payable in this transaction in accordance with all applicable Legislation.
3. The Purchaser hereby irrevocably assigns to the Vendor the benefit of the New Housing Rebate, if applicable to this transaction.
4. The Purchaser hereby warrants and agrees that:
 - (a) The Real Property is being purchased as the Purchaser's primary place of residence and that the Purchaser will take possession and occupy the Dwelling forthwith upon closing and will not allow occupancy of the Dwelling by any other individual (other than the Purchaser's immediate family) as a place of residence prior to occupancy by the Purchaser;
 - (b) Purchaser will execute and deliver on closing such documents as the Vendor may require to confirm the warranties and agreements contained in this Schedule; and
 - (c) Purchaser will submit to the Vendor on closing, prior to or after closing at the Vendor's request, an application or applications in the manner and in the form prescribed containing prescribed information required by the Legislation for the New Housing Rebate
5. The Purchaser acknowledges that the Vendor has calculated the Purchase Price on the assumption that the New Housing Rebate will be applicable to this transaction. If for any reason the Purchaser does not qualify for the New Housing Rebate, then the Purchaser shall be fully responsible for paying to the Vendor the amount of such New Housing Rebate plus interest at the Bank of Montreal prime rate from the date the statement of adjustments is calculated plus any fees, penalties or damages imposed on the Vendor under the Legislation. For greater certainty, the Purchaser acknowledges that the New Housing Rebate described above is for individuals buying a new house or residential condominium as a primary place of residence for themselves or a relation. It does not include the rebate for HST which may be available to investors buying a new house or residential condominium as a rental property (the **GST/HST "New Residential Rental Property Rebate"**). If the Property is being purchased for investment purposes, the Purchaser will not qualify for the New Housing Rebate and the Purchaser shall be responsible for paying to the Vendor an amount equal to the New Housing Rebate which has been included in the Purchase Price hereunder. All Purchasers buying a new house or residential condominium as a rental property are responsible for applying for the New Residential Rental Property Rebate after the closing of the subject transaction.


Purchaser
Purchaser
Vendor

6. The Purchaser acknowledges and agrees that the Purchase Price set forth in this Agreement has been arrived at on the basis that the Purchase Price includes all Extras, premiums and bonuses and excludes any Extras ordered pursuant to a Change Order following the date of execution of this Agreement. The Purchaser acknowledges that the purchase of additional Extras following the date of execution of this Agreement may push the Purchase Price of the Real Property into a different sales tax category for the purposes of determining the amount of the New Housing Rebate, and that this may lower the amount of said New Housing Rebate applicable to the transaction. If a reduced New Housing Rebate is applicable under the Legislation due to the purchase of Extras following the date of execution of this Agreement, the Purchaser agrees to compensate the Vendor for the, amount by which the New Housing Rebate used to calculate the Purchase Price listed in the "Purchase Price" section herein exceeds the actual applicable New Housing Rebate, such amount to be credited to the Vendor as an adjustment on closing.
7. The Parties acknowledge that for purposes of Land Transfer Tax, the total consideration to be inserted in the Transfer/Deed of Land for this transaction shall be the total Purchase Price including Extras excluding HST and the New Housing Rebate, namely the amount of \$313,831.33. The Purchaser is responsible for payment in full of the Land Transfer Tax and the cost of registration of the transfer.
8. The Purchaser agrees to execute all further documents required by the Vendor after closing to give effect to this Schedule.

Dated at Ottawa this 24th day of November, 2020


PURCHASER

VALECRAFT HOMES LIMITED

PURCHASER


PER: _____

December 10, 2020
DATE: _____

PROJECT: DEERFIELD VILLAGE 2 BUILDER'S REF #: R01


SCHEDULE "O"

Purchaser acknowledges that the Vendor's Model Home contains numerous upgraded features and options which are not included in the base price. The base price includes those features as outlined in Schedule "B".

All options and upgrades contained in the Model Home are available as extras. The Purchaser has the opportunity to purchase any or all options or upgrades as viewed in the Model Home so as to permit the Purchaser to customize their home in accordance with their particular needs or preferences.

SCHEDULE "O" to the Agreement of Purchase and Sale between VALECRAFT HOMES LIMITED, Vendor and Ahmad El Najmi Purchaser (s).

Dated at Ottawa this 24th day of November , 2020



Witness

X _____
Purchaser

Witness

Purchaser

PROJECT: DEERFIELD VILLAGE 2

BUILDER'S REF #: R01

VALECRAFT HOMES LIMITED

PER 

DATE: December 10, 2020

SCHEDULE "S"**TERMS OF OCCUPANCY LICENCE**

1. If the Declaration and Description are not registered on or before the Occupancy Date, then the Purchaser will, on the Occupancy Date, pay to the Vendor the sums set out in section 1(b) of this Agreement, provided the Purchaser will have the right to defer the remaining amount of the purchase price which the Purchaser intends to mortgage (the "Unpaid Balance"), and the Purchaser will take occupancy of the Property up until the Date of Closing (the "Interim Occupancy Period"). The Purchaser is required to provide the Vendor with a copy of his mortgage commitment from his financial institution confirming the Unpaid Balance, failing which the Vendor shall be entitled to declare the Agreement null and void.
2. The Purchaser shall pay to the Vendor the Occupancy Fee calculated as follows:
 - (a) the amount of interest payable in respect of the unpaid balance of the Purchase Price at the prescribed rate;
 - (b) an amount reasonably estimated by the Vendor on a monthly basis for municipal realty taxes attributable by the Vendor to the Unit; and
 - (c) the projected monthly common expense contribution for the Unit;

as an occupancy charge on the first day of each month in advance during the Interim Occupancy period, no part of which shall be credited as payments on account of the Purchase Price, but which payments shall be a charge for occupancy only. If the Occupancy Date is not the first day of the month, the Purchaser shall pay on the Occupancy Date a pro rata amount for the balance of the month. The Purchaser shall deliver to the Vendor on or before the Occupancy Date a series of post-dated cheques as required by the Vendor for payment of the estimated monthly Occupancy Fee. The Occupancy Fee may be recalculated by the Vendor, from time to time based on revised estimates of the items which may be lawfully taken into account in the calculation thereof and the Purchaser shall pay to the Vendor such revised Occupancy Fee following notice from the Vendor. With respect to taxes, the Purchaser agrees that the amount estimated by the Vendor on account of municipal realty taxes attributed to the Unit shall be subject to recalculation based upon the real property tax assessment or reassessment of the Units and/or Condominium, issued by the municipality after the Closing Date and the municipal tax mill rate in effect as at the date such assessment or reassessment is issued. The Occupancy Fee shall thereupon be recalculated by the Vendor and any amount owing by one party to the other shall be paid upon demand. The Purchaser acknowledges that the property tax portion of the Occupancy Fee is in accordance with section 80(4) of the *Condominium Act*, subject to adjustments in accordance with sections 80(8) and 80(9) of the *Condominium Act*.

3. The Purchaser shall be allowed to remain in occupancy of the Unit during the Interim Occupancy period provided the terms of this Occupancy Licence and the Agreement have been observed and performed by the Purchaser. In the event the Purchaser breaches the terms of occupancy the Vendor in its sole discretion and without limitation of any other rights or remedies provided for in this Agreement or at law may terminate this Agreement and revoke the Occupancy Licence whereupon the Purchaser shall be deemed a trespasser and shall give up vacant possession forthwith. The Vendor may take whatever steps it deems necessary to obtain vacant possession and the Purchaser shall reimburse the Vendor for all costs it may incur.
4. At or prior to the time that the Purchaser takes possession of the Unit, the Purchaser shall execute and deliver to the Vendor any documents, directions, acknowledgments, assumption agreements or any and all other documents required by the Vendor pursuant to this Agreement, in the same manner as if the closing of the transaction was taking place at that time.



Purchaser

Purchaser



Vendor

REV: September 19, 2018

5. The Purchaser shall pay the monthly Occupancy Fee during Interim Occupancy and the Vendor shall return all unused post-dated Occupancy Fee cheques to the Purchaser on or shortly after the Closing Date.
6. The Purchaser agrees to maintain the Unit in a clean and sanitary condition and not to make any alterations, improvements or additions thereto without the prior written approval of the Vendor which shall not be unreasonably withheld. The Purchaser shall be responsible for all utility, telephone expenses, cable television service, or other charges and expenses billed directly to the occupant of the Unit by the supplier of such services and not the responsibility of the Corporation under the Condominium Documents.
7. The Purchaser's occupancy of the Unit shall be governed by the provisions of the Condominium Documents and the provisions of this Agreement. The Unit may only be occupied and used in accordance with the Condominium Documents and for no other purpose.
8. The Vendor covenants to proceed with all due diligence and dispatch to register the Condominium Documents. If the Vendor for any reason whatsoever is unable to register the Condominium Documents and therefore is unable to deliver a registerable Transfer/Deed to the Purchaser within fifteen (15) months after the Closing Date, the Purchaser or Vendor shall have the right after such fifteen (15) month period to give sixty (60) days written notice to the other, of an intention to terminate the Occupancy Licence and this Agreement. If the Vendor and Purchaser consent to termination, the Purchaser shall give up vacant possession and pay the Occupancy Fee to such date, after which this Agreement and Occupancy Licence shall be terminated and all moneys paid to the Vendor on account of the Purchase Price shall be returned to the Purchaser together with interest required by the Act, subject however, to any repair and redecorating expenses of the Vendor necessary to restore the Unit to its original state of occupancy, reasonable wear and tear excepted. The Purchaser and Vendor each agree to provide a release of this Agreement in the Vendor's standard form. If the Vendor and Purchaser do not consent to termination, the provisions of Section 79(3) of the Act may be invoked by the Vendor.
9. The Vendor and the Purchaser covenant and agree, notwithstanding the taking of possession, that all terms hereunder continue to be binding upon them and that the Vendor may enforce the provisions of the Occupancy Licence separate and apart from the purchase and sale provisions of this Agreement.
10. The Purchaser acknowledges that the Vendor holds a fire insurance policy on the Condominium including all aspects of a standard unit only and not on any improvements or betterments made by or on behalf of the Purchaser. It is the responsibility of the Purchaser, after the Occupancy Date to insure the improvements or betterments to the Unit and to replace and/or repair same if they are removed, injured or destroyed. The Vendor is not liable for the Purchaser's loss occasioned by fire, theft or other casualty, unless caused by the Vendor's willful conduct.
11. The Purchaser agrees to indemnify the Vendor for all losses, costs and expenses incurred as a result of the Purchaser's neglect, damage or use of the Unit or the Condominium, or by reason of injury to any person or property in or upon the Unit or the Condominium resulting from the negligence of the Purchaser, members of his immediate family, servants, agents, invitees, tenants, contractors and licensees. The Purchaser agrees that should the Vendor elect to repair or redecorate all or any part of the Unit or the Condominium as a result of the Purchaser's neglect, damage or use of the Unit or Condominium, he will immediately reimburse the Vendor for the cost of doing same, the determination of need for such repairs or redecoration shall be at the discretion of the Vendor, and such costs may be added to the Purchase Price.



Purchaser

Purchaser



Vendor
REV: September 19, 2018

12. In accordance with clause 80(6)(d) and (e) the Act, subject to strict compliance by the Purchaser with the requirements of occupancy set forth in this Agreement, the Purchaser shall not have the right to assign, sublet or in any other manner dispose of the Occupancy Licence during the Interim Occupancy Period without the prior written consent of the Vendor and, if applicable, a mortgagee, which consent may be arbitrarily withheld. The Purchaser acknowledges that an administrative fee will be payable to the Vendor each time the Purchaser wishes to assign, sublet or dispose of the Occupancy License during the Interim Occupancy period.
13. The provisions set forth in this Agreement, unless otherwise expressly modified by the terms of the Occupancy Licence, shall be deemed to form an integral part of the Occupancy Licence. In the event the Vendor elects to terminate the Occupancy Licence pursuant to this Agreement following substantial damage to the Unit and/or the Condominium, the Occupancy Licence shall terminate forthwith upon notice from the Vendor to the Purchaser. If the Unit and/or the Condominium can be repaired within a reasonable time following damages as determined by the Vendor (but not, in any event, to exceed one hundred and eighty (180) days) and the Unit is, during such period of repairs uninhabitable, the Vendor shall proceed to carry out the necessary repairs to the Unit and/or the Condominium with all due dispatch and the Occupancy Fee shall abate during the period when the Unit remains uninhabitable; otherwise, the Purchaser shall vacate the Unit and deliver up vacant possession to the Vendor and all moneys, to the extent provided for in paragraph 21 hereof (excluding the Occupancy Fee paid to the Vendor) shall be returned to the Purchaser together with interest required by the Act. It is understood and agreed that the proceeds of all insurance policies held by the Vendor are for the benefit of the Vendor alone.

Dated at Ottawa this 24th day of November, 2020



 Witness



 Purchaser

 Witness

 Purchaser

PROJECT: DEERFIELD VILLAGE 2

BUILDER'S REF #: R01

VALECRAFT HOMES LIMITED



 PER

December 10, 2020

 DATE:

SCHEDULE "T"


Personal Information of Each Purchaser - Individuals

(1) Full Name: Ahmad El Najmi

Business Address: 1541 Bank Street, Ottawa, Ont., K1V 8R9

Business Telephone Number: 613-738-4781 ext. 4201

Home Address: 1103-1801 Frobisher Lane, Ottawa, Ont., K1G 0E7

 Home Telephone Number: Cell : 613-869-8158


Occupation: Financial Advisor

Identity Verification (Original of one of the following seen by Vendor)

- Birth Certificate
- Driver's Licence
- Passport
- Record of Landing
- Permanent Resident Card
- Other (if permitted by Government)

Type: Driver's Licence

Number: E5495-01409-00503

 Purchaser

Purchaser

(2) Full Name: _____

Business Address: _____

Business Telephone Number: _____

Home Address: _____

Home Telephone Number: _____

Occupation: _____

Identity Verification (Original of one of the following seen by Vendor)

- Birth Certificate
- Driver's Licence
- Passport
- Record of Landing
- Permanent Resident Card
- Other (if permitted by Government)

Type: _____

Number: _____

Purchaser

Purchaser



Project: D12
Plan No. 4m-1290
Lot: R01
Model: S101
purchaser: Ahmad El Najmi
Nov. 24th, 2020