

Welcome to Place St. Thomas

Dear Omoleye Mohammed & Olawande Alli,

RE: Place St. Thomas Phase 6 Lot 7

Please find enclosed your copy of the Agreement of Purchase and Sale, signed and accepted by Valecraft Homes (2019) Limited on <u>February 25, 2022</u>

You now have five (5) business days from March 5, 2022 to obtain your Lawyer's & Financing approvals.

On or before <u>March 5, 2022</u> please book an appointment with the Sales Office to waive your conditions pertaining to Lawyer & Financing. Exterior Colour selections are also required at this time.

Your Multimedia locations & all upgrades up to drywall stage must be completed by <u>March 19, 2022</u> to maintain the closing date.

Your interior colour selections & all remaining upgrades must be completed by **April 2, 2022** as stated in clause 11 of the Agreement of Purchase and Sale.

Please contact your sales consultant if you have any further questions or concerns at 613-370-0288.

Sincerely,

Lisa Ballard

Valecraft Homes (2019) Sales Department

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GST/HST New Housing Rebate Application for Houses Purchased from a Builder

Use this form to claim your rebate if you bought a new house (including a residential condominium unit or a duplex) or a share of the capital stock of a co-operative housing corporation (co-op). Do not use this form if you built your house or hired someone to build it or purchased it as a rental property. Instead, use Form GST191, GST/HST New Housing Rebate Application for Owner-Built Houses, or Form GST524, GST/HST New Residential Rental Property Rebate Application.

GST/HST registered builders claiming a Type 1A or 1B rebate can choose to file their application online along with their GST/HST return using GST/HST NETFILE at canada.ca/gst-hst-netfile or by using the "File a return" online service in My Business Account at canada.ca/my-cra-business-account. The rebate can also be filed online on its own using the "File a rebate" online service in My Business Account. Representatives can access these online services in Represent a Client at canada.ca/taxes-representatives. If you choose to file your application online, **do not send** us this form.

For more information, including instructions, required documentation for rebate application Types 2, 3, and 5, and the definition of a house, see "General information" on page 4 of this form. Your claim may be delayed or denied if this form is not completed in full, the rebate calculation is not correct, or the required documentation is not submitted with your application.

Section A – Claimant information										
Claimant's legal name (one name only, e	ven if the hous	e is purchased	by severa	al individuals)	Bu	siness number	if applicable)			_
Last name, first name, and initial(s)		o .o p a. oaooa	2, 00.0.0		-"		(appcab.c)			
Mohammed, Omoleye						1 1 1 1	1 1 1	. 1	R T	
If more than one individual purchased the	If more than one individual purchased the house, list all of the other purchaser(s). Attach a sepa				arate	sheet if you nee	d more space).).		
Last name, first name, and initial(s) of other	er purchaser		L	_ast name, firs	st nam	ne, and initial(s)	of other purch	naser		
Alli, Olawande										
Address of the house you purchased (Uni	t No. – Street N	lo. Street name	e, RR)							
724 Namur Street										
City						Province or terri	tory		Postal code	
Embrun					-	Ontario			K	0
Home telephone number	Daytime telepl	none number	Extensio	n .		Г	- Captials	$\overline{}$		
267-466-8579	647-248-6911			Language	prete	erence	English		French	
Mailing address of claimant As above or	Unit No – Stre	et No Street na	me, PO B	Box, RR						
City	Province/Terri	tory/State		Postal/ZIF	code		Country			
	L OM									
Section B – House information	OW	- Ol - 		<u>'</u>						
or your relation's, primary place of resident lf you purchased this house as a rental prothis rebate. You may qualify for the New Finstead. To apply for that rebate, you (not	Did you purchase the house for use as your, or your relation's, primary place of residence? If you purchased this house as a rental property, you do not qualify for this rebate. You may qualify for the New Residential Rental Property Rebate instead. To apply for that rebate, you (not the builder) may use Form GST524, GST/HST New Residential Rental Property Rebate Application. Date purchase agreement was signed by both you and the builder (if the agreement was signed on different dates, use the later date):					Month Day	<u>_</u>			
Date ownership of the house or the share in the co-op was transferred to you:	Year	Month		Date possessi ransferred to		the house was	L	Year	Month Day	
Legal description of property – Lot, plan, of available from your provincial land registry							deed, or ano	ther la	and transfer document	
Lot No:		Plan No:				Other:				
7		50M-352				Embrun,	ON			
If a mobile home, state:		'				'				
Manufacturer:		Model:				Serial nu	mber:			



FOR INTERNAL USE ONLY

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Section C - Housing and application	n Type						
Type of housing (tick one box)							
✓ House (including condominium unit)	Mobile home (incl	uding modular home)	Floating hom	e Be	d and breakfa	ıst	Duplex
Application Type (tick one box). See Guid the builder or co-op must complete Section		ew Housing Rebate, to	verify that you mee	t the condition	ons to claim th	e rebate. I	n all cases
Rebate applications filed by the builder a new house (including a mobile home or a				or credits it aç	gainst the tota	I amount p	payable for
When you buy both the house a you lease land that is not a site to calculate the rebate.							
When you buy a house and least to you a site in a residential trail of at least 20 years. Complete F	er park. Tick Type 1A in	this case.) The lease n					
Rebate applications you file directly with	n us – Where we pay the	rebate directly to you	for a new house (in	cluding a mo	bile home or	a floating h	nome).
When you buy both the house a you lease land that is not a site to calculate the rebate. Attach a	in a residential trailer par	k from the vendor of th					
When you buy a share of the ca	apital stock of a co-op. Co	omplete Part III of Sect	ion F to calculate th	ne rebate. Att	ach a copy of	your State	ement of
When you buy a house and lease you a site in a residential trailer at least 20 years. Complete Parmobile home).	park. Tick Type 2 in this	case.) The lease must	provide you with a	n option to bu	ly the land, or	r must be fo	or a term of
Section D - Builder or co-op inform	ation						
Builder's or co-op's legal name			Business nu	umber (if app	licable)		
Valecraft Homes (2019) Limted			7 , 2 , 1		, 7 , 1 , 8	R , T	0 , 0 , 0 , 1
Address (Unit No. – Street No. Street name	PO Boy PP)		- -	City	1.1.0		9 9 9 1
210-1455 Youville Dr.	5, 1 O DOX, IXIX)			Orleans			
	Doctol/ZID code	Country			anhana numh		Futoncian
	Postal/ZIP code K1C 6Z7	Country Canada			ephone numb 3-837-1104		Extension
Did the builder either pay the amount of the	e rebate directly to the pu	rchaser or credit it aga	inst the total amour	nt payable fo	r the house?	Yes	☐ No
If yes , the builder has to send this complete	ed form, including any ap	plicable provincial reba	ate schedule, to us.	For more inf	ormation and	instruction	ns, see page 4.
For Type 1A or 1B, enter the reporting peri- return in which a deduction is taken by the the deduction in the reporting period during is paid or credited to the purchaser.	builder. The builder must	take _ '	ear Month	Day to	Year	Monti	h Day
Signature of builder or authorized official		Name (print)			Ye	ar M	Month Day
Section E - Claimant's Certification							
I certify that the information given in this ap of my knowledge, true, correct, and comple eligible to claim this total rebate amount. I a one of my relation's, primary residence	ete in every respect. I have am not filing a second time and is not intended as	re not previously claime ne for additional work o	ed the "Total rebate	amount," or	any part of th	at amount	, and I am
Signature of the claimant		Name (print)			Yea		Month Day
Omoleye Moleammed A86DC99581464EB	Olawande IIII	Omoleye Mohammed	& Olawande Alli		2 0	2 2 0	0 2 2 5

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Section F - Rebate calculation (complete only one of Parts I, II, or III, whichever applies)

You are **not** entitled to claim a GST/HST new housing rebate for some of the GST or federal part of the HST and you **do not complete** Section F if any of the following apply to you:

- your application type is 1A or 2 and the purchase price of the house is \$450,000 or more;
- your application type is 1B or 5 and the fair market value of the house (building and land) when possession was transferred to you was \$517,500 or more (in some cases a lower value may apply to restrict the rebate); or
- your application type is 3 and the total amount paid for the share in the co-op is \$517,500 or more (in some cases a lower value may apply to restrict the rebate).

If the above situations **do not apply** and you meet all of the other GST/HST new housing rebate conditions, you may be entitled to claim a GST/HST new housing rebate. Complete Section F. You will need to complete Form RC7190-WS, *GST190 Calculation Worksheet*, to calculate the amounts you have to enter in Section F.

Note

If you paid the HST on your purchase of a house located in a province that offers a provincial new housing rebate, you may be entitled to claim a rebate for some of the provincial part of the HST you paid on the purchase. A provincial new housing rebate may be available even if a GST/HST new housing rebate is not. For more information, see the appropriate provincial rebate schedule.

Part I – Rebate calculation for Application Type 1A or 2		
GST paid or the federal part of the HST paid on the purchase of the house (enter the amount from line 1 of Form RC7190-WS). (If the purchase and sale agreement for the house was assigned to you and you paid the GST or the federal part of the HST on assignment, also include that tax paid on line A.)		A
Enter the purchase price of the house (do not include GST or HST). (If the purchase and sale agreement for the house was assigned to you and you paid the GST or the federal part of the HST on the assignment, also include the purchase price for the assignment on line B.)		В
GST/HST new housing rebate amount (enter the amount from line 4 of Form RC7190-WS).		С
Provincial new housing rebate amount – If you are eligible, complete the calculation on the applicable provincial rebate schedule and enter the amount from line C of that schedule.		D
Total rebate amount including any provincial rebate (line C plus line D).		E
Part II – Rebate calculation for Application Type 1B or 5		
Total purchase price for the house (do not include amounts for the lease of the land or the option to purchase the land).		F
Fair market value of the house (including the land and the building) when possession was transferred to you.		G
GST/HST new housing rebate amount (enter the amount from line 8 of Form RC7190-WS).		н
Provincial new housing rebate amount – If you are eligible, complete the calculation on the applicable provincial rebate schedule and enter the amount from line F of that schedule.] I
Total rebate amount including any provincial rebate (line H plus line I).		J
Part III – Rebate calculation for Application Type 3		
Total purchase price for the share of the capital stock in the co-op. (If you purchased any other interest in the corporation, complex, or unit, also include the purchase price for that interest on line K.)		K
GST/HST new housing rebate amount (enter the amount from line 11 of Form RC7190-WS).		L
Provincial new housing rebate amount – If you are eligible, complete the calculation on the applicable provincial rebate schedule and enter the amount from line H of that schedule.		М
Total rebate amount including any provincial rebate (line L plus line M).		N
Section G – Direct deposit request (complete only if you are filing a Type 2, 3, or 5 rebate application	on)	
To have your refund deposited directly into your bank account, complete the information area below or attach a blank of it and "VOID" written across the front.	heque with the information encoded	d on
Branch number Institution number Account number	•	
Name of the account holder		

Personal information is collected under the *Excise Tax Act* to administer tax, rebates, and elections. It may also be used for any purpose related to the administration or enforcement of the Act such as audit, compliance and the payment of debts owed to the Crown. It may be shared or verified with other federal, provincial/territorial government institutions to the extent authorized by law. Failure to provide this information may result in interest payable, penalties or other actions. Under the *Privacy Act*, individuals have the right to access their personal information and request correction if there are errors or omissions. Refer to Info Source at <u>canada.ca/cra-info-source</u>, Personal Information Bank CRA PPU 241.

General information

Who should complete this form?

Use this form to claim your new housing rebate if you bought a new house (including a residential condominium unit or a duplex) or a share of the capital stock of a co-operative housing corporation (co-op). The house must be the primary place of residence for you or a relation. If more than one individual owns the house or share, only one individual can claim the rebate. Partnerships (even if all the partners are individuals) and corporations that buy new houses are not entitled to claim this rebate. An individual cannot claim this rebate if a partnership or a corporation is also an owner of the house.

Do not use this form if you built or substantially renovated your house or hired someone to do so. Instead, use Form GST191, *GST/HST New Housing Rebate Application for Owner-Built Houses.*

If you purchased this house as a rental property, use Form GST524, GST/HST New Residential Rental Property Rebate Application.

For more information on the conditions that apply for each rebate type, see Guide RC4028, GST/HST New Housing Rebate.

If the application is signed by someone other than the claimant, you must attach a properly executed power of attorney to this form.

If your house is located in a province that offers a provincial new housing rebate for some of the provincial part of the HST and you qualify for that rebate, you also need to complete the appropriate provincial rebate schedule to claim the provincial new housing rebate.

Note

If you previously purchased a new house and received a new housing rebate you were assigned a business number for tracking purposes (nine digits followed by RT0001). Use the same number for this application.

Documentation required

If your application type is 2, 3, or 5 in Section C, you must send us this form along with the following documents:

- a copy of the statement of adjustments; and
- for a mobile home, a copy of the invoice.

Note

You are not required to submit proof of occupancy with your application. However, you may be asked to provide proof of occupancy later.

Do not send us the agreements for the purchase of your house. Keep them for six years in case we ask to see them.

Note

If you choose not to file your application online when claiming a Type 1A or 1B rebate, you must send us a copy of this form. Do not send supporting documents with this form when claiming either of these rebates, but keep them in case we ask to see them later.

When should I file my claim?

Generally, you have two years from the date ownership of the house is transferred to you to claim the rebate.

Where do I send this form?

For an individual claiming this rebate, use the chart below to identify the correct tax centre to send your completed form and any applicable provincial rebate schedule.

If you are a builder and choose **not** to file your application online, use the following chart to find out to which tax centre to send your completed form.

If you are:	Send your form to:
an individual, and the property is located in one of the areas indicated below; OR	
 a builder located in one of the areas indicated below, and you have filed your GST/HST return online. 	Sudbury Tax Centre 1050 Notre Dame Avenue Sudbury ON P3A 5C1
Areas: Sudbury/Nickel Belt, Toronto Centre, Toronto East, Toronto West, Toronto North, or Barrie.	
 an individual, and the property is located anywhere in Canada, other than the areas mentioned above; OR a builder located anywhere in Canada, other than the areas mentioned above, and you have filed your GST/HST return online. 	Prince Edward Island Tax Centre 275 Pope Road Summerside PE C1N 6A2
a builder who is eligible to file a paper GST/HST return. (In addition to your completed form and any applicable provincial rebate schedule, you have to send your return in which you claimed a deduction.)	The tax centre indicated on your return.

Note

If you are a builder and choose to file your application online, do **not** send us this form.

Definition

House – for this rebate, includes a single family home, a residential condominium unit, a duplex, a mobile home, and a floating home. It also includes a bed and breakfast if more than 50% of the house is your primary place of residence. Otherwise, only the part that is your primary place of residence is a house for purposes of this rebate.

What if you need help?

For more information, see Guide RC4028, GST/HST New Housing Rebate, go to canada.ca/gst-hst, or call 1-800-959-5525.

Forms and publications

To get our forms and publications, go to **canada.ca/gst-hst-pub**.

AGREEMENT OF PURCHASE AND SALE

	UNDERSI			Omoleye Mohamme			
			y agrees with VALECI				
•	e the lands a	nd premises known		OT /UNIT:	7	, being p	part of
Part(s)			Reference Plan 50R-		Part of		7
BLOCK:		of PLAN <u>50M-35</u>			THOMAS 6	Phase	6
Municipal			724 Namu			, Embrun	ontario
		ne "Lands") togethe		Model:		826	
Elevation:		, Options:		to be erected ther	eon - the lands a	_	00
	_	•	erein as the "Real Prop	•		\$810,768	
DOLLAR	s (the "Purc	nase Price") includi	ing net Harmonized Sa	ies Tax ("HST") (sur	oject to Schedul	e "G") payao	ie as ioliows:
(a)	By deposit	received by the Ver	ndor with the offer:		\$5,00	0.00	-
(b)	By further of	leposit upon firm-u	p:		\$20,00	00.00	-
(c)	By further of	deposit(s) dated:	30 days post firm-up	(post dated):	\$25,00	00.00	-
	Total Depos	` '		· A NOT C	\$50,00		6.4 1
	deposits is when prese cure such of notice and, equity, as a	not provided to the nted for payment, the default, failing whi in addition to and consequence of sa	ts or Upgrades are sub Vendor in accordance the Vendor shall notify ch, the Vendor shall without prejudice to a id breach or default by quidated damages, and	with the provisions the Purchaser and thave the right to de my other rights and/of the Purchaser, all defends	of this Agreeme the Purchaser sh clare this Agree or remedies avail	ent, or if provall have five ement terminial	rided, is dishonoured (5) business days to ated without further Vendor, at law or in
(d)	\$	e of the purchase propertified cheque on	rice being approximate shall be payable	ly			
	the which shall	16 day o	f Februaring, (the "Closing").	ary, 2023	_		
(e)	Pre-move in	aspection will be		10	_business days	prior to the c	losing date.
2.	in a good an amendment	nd workman like mass thereto. The spe	ect on the Real Propert anner,in accordance we ecifications for the dw hey vary from the requ	ith the plans and sperelling shall be in su	cifications filed abstantial confor	with the Tow mity as set o	-
3.	Russell sha and specific material is and may no approximat	Il constitute accepts cations and to subs of quality equal to ot be exactly as she	of construction, siting ance by the Purchaser. titute other material for better than the material own. Actual useable is location and dimensiple.	The Vendor shall her that provided for it in the specificat floor space may var	ave the right to r n the plans and ions. Exterior il y from the state	make minor d specification lustrations and d floor area.	leviations from plans is provided that such the artist concept only All dimensions are
4.	(Ontario No concrete or existing tre warranty is Vendor fur	ew Home Warranty plaster or health es subsequent to th extended to this d ther warrants and	dwelling erected by it y Program) exclusive of of existing trees on the e Closing). The Vendo welling under the term agrees that prior to the ovide to the Purchaser	of normal wear and the Real Property (the lor warrants it is a mass and conditions of the completion of the	tear and minor ne Vendor will rember of the Ta the Ontario Nev e Pre-Delivery In	faults such a not remove, arion Warran w Home War nspection of	s hair-line cracks in replace or treat any ty Corporation. The ranty Program. The the dwelling by the
5.	requested b Selection D	hall make a selecti y the Purchaser and Date, the Vendor sh	one (21) days of this on with respect to option d permitted by the Venall notify the Purchas, at its sole option, eith	ional colours and fin ndor. In the event the ser and the Purchase	ishes for the dw he Purchaser fai	elling, included to the state of the state o	ling any extras to be ach selections by the
	Ds OM Purchaser	·	O.A. Purchase	<u> </u>		FN Vendor	-

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- (a) make all selections for the dwelling on behalf of the Purchaser, in which event the Purchaser irrevocably agrees to accept the Vendor's selections; or
- declare this Agreement terminated without further notice and, in addition to and without prejudice to any other rights and/or remedies available to the Vendor, at law or in equity, as a consequence of said breach or default by the Purchaser, all deposit monies paid to the Vendor hereunder shall be forfeited to the Vendor as liquidated damages and not as a penalty.

Notwithstanding the foregoing, the Purchaser acknowledges and accepts that the length of time for the Purchaser's selections that occurs beyond receipt of notification from the Vendor may give rise to the need of the Vendor to exercise its unilateral right to extend the Closing in accordance with the provisions of the *Ontario New Home Warranties Plan Act*. Once the selections have been initially made, there will be no changes in such selections permitted unless authorized in writing by the Vendor and the cost of any change shall be \$300.00 plus HST plus any additional material or equipment costs.

- 6. Extras: Upon request and at the expense of the Purchaser, the Vendor may, but shall not be obliged to, agree to provide certain extras, custom work, upgrades, items or colours which are not included in the Purchase Price payable for the Real Property (collectively referred to as "Extras"). Extras will only be considered if the Amendment for said Extras is received prior to the start of construction of the dwelling. Any Extras exceeding forty thousand dollars (\$40,000.00) will require an additional deposit of fifty percent (50%) of the exceeded amount and is to be paid at the time of signing the Amendment. Any Extras shall be paid for by the Purchaser at the time of signing the Amendment for the said work and in the event that, for any reason whatsoever, the purchase transaction contemplated by this Agreement does not close, the Purchaser shall be liable for said Extras and all monies paid by the Purchaser to the Vendor pursuant to this paragraph shall be retained by the Vendor and the Purchaser further agrees to pay the Vendor the cost of returning the Extras to the Vendor's standard dwelling model, at the discretion of the Vendor. It is further agreed that in the event any Extras have been omitted for any reason, the Vendor, in its sole discretion, shall be entitled to complete the Extras after the Closing, or alternatively, refund to the Purchaser after the Closing, the full amount paid by the Purchaser for such Extras. In any event, the Vendor's liability hereunder shall be limited to the amount paid by the Purchaser for such Extras and this provision shall survive the Closing of this transaction.
- 7. The Purchaser acknowledges that the pre-occupancy inspection is the only opportunity the **Pre-Delivery Inspection:** Purchaser will have to inspect the dwelling accompanied by a representative of the Vendor prior to Closing and that if the Purchaser is arranging independent mortgage financing, any applicable lenders or their appraisers, inspectors or authorized representatives will not have access to the dwelling other than at the time of the pre-occupancy inspection (the "Pre-Delivery Inspection"). Except only for such right of Pre-Delivery Inspection, the Purchaser and the Purchaser's agents, invitees and licensees shall not enter on, upon or into the land prior to Closing, or do, or permit to be done, any work and or/supply of any material to the Land before Closing. The Purchaser shall indemnify and save harmless the Vendor and those for whom it is in law responsible, from any action, cause of action, claim, suit cost, demand, damage and/or loss which may be caused and/or contributed to by the Purchaser or any of the Purchaser's friends, relatives, invitees, workers and/or agents who enter into or on the Land whether with or without the express or implied authorization of the Vendor. During the Pre-Delivery Inspection, any items remaining to be completed shall be listed on a Certificate of Completion and Possession (the "Certificate") required to be completed pursuant to the provisions of the Ontario New Home Warranties Plan Act. The Certificate shall be executed forthwith upon such Pre-Delivery Inspection. The parties further agree and acknowledge that only items not yet completed at the time of such Pre-Delivery Inspection together with any mutually agreed deficiencies shall be listed on the Certificate and the Certificate shall constitute the Vendor's only undertaking with respect to incomplete or deficient work. The most current edition of the document entitled Homeowner Information Package, published by the Tarion Warranty Corporation will be delivered to the Purchaser at the Pre-Delivery Inspection, as a PDF on a USB key. The Purchaser shall sign and deliver to the Vendor a confirmation of receipt of the said Homeowner Information Package.
- 8. <u>Title Matters & Title Search:</u> The Purchaser agrees to accept the title to the Real Property, subject to the following:
 - a) such easements as may be registered on title with respect to the installation and provision of services, including telephone, hydro, gas, cablevision, sewers and water;
 - b) the provisions of any agreement entered into by the Vendor or its predecessors-in-title with the Township or other authority;
 - c) the covenants, restrictions and acknowledgement set forth in Schedule A which may be amended to reflect the requirements of any agreement entered into with the Township;
 - d) any retaining wall located on the Real Property as may be required by the Township or other authority to reduce the slope of the Lands; and
 - e) any further restrictions, conditions or covenants that run with the Land, provided same have been complied with.



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The Purchaser is not to call for production of any title deed, abstract or other evidence of title except such as are in the possession of the Vendor and the Vendor shall not be required to produce evidence of compliance with any of the aforementioned easements, agreements, restrictions, conditions or covenants and the Purchaser shall satisfy himself with respect to same. The Purchaser is to be allowed until fifteen (15) days prior to Closing, to investigate the title to the Real Property at his own expense. If, within that time, any valid objection to title is made in writing to the Vendor, which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate acts or negotiations in respect of such objection, be null and void, and the deposit monies paid by the Purchaser hereunder shall be returned by the Vendor without interest or deduction and the Vendor shall not be liable for any other costs or damages whatsoever. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Real Property.

- 9. <u>Easements:</u> In the event that any of the easements referred to in the foregoing paragraph have not been granted by Closing, the Purchaser covenants and agrees with the Vendor to execute any usual and reasonable grant or grants of easement over or under the Land herein required by the Township or other authority including Ontario Hydro, Hydro One, Bell Canada, Enbridge Consumers' Gas, Rogers Communications Inc., or any public authority or utility relating to drainage or other joint service or public purpose during a period of five (5) years from Closing, which covenant shall survive Closing, provided that said easement does not interfere with the dwelling constructed on the Real Property.
- 10. <u>Discharge of Prior Mortgages:</u> The Purchaser acknowledges that the Real Property on Closing may be encumbered by one or more mortgages which are not intended to be assumed by the Purchaser and the Purchaser further agrees that the Vendor shall not be required to obtain and register discharges of any such mortgages with respect to the Real Property until a reasonable time after Closing, provided that if the mortgage is held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company, the Purchaser agrees to accept the Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same on title within a reasonable period of time after Closing and, provided further the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
- Adjustments: Taxes, local improvements, water and assessment rates and the cost of electricity will be apportioned and allowed to the Closing, the date of Closing itself to be apportioned to the Purchaser. On or before Closing, the Vendor shall have paid all realty taxes due and owing with respect to the Lands. In the event that realty taxes have not yet been separately assessed for the Real Property, the Vendor shall have the option of undertaking to pay all realty taxes on the Land alone for the year in which Closing occurs, in which event the Vendor shall receive a credit in the statement of adjustments for the estimated amount of such taxes, notwithstanding that all such taxes may not yet be due and payable and this will not yet have been paid. When the actual amount of such estimated realty taxes for the land alone have been determined, the Vendor and Purchaser agree to readjust the statement of adjustments and to make the appropriate payment to each other. Notwithstanding anything contained in this agreement as to payment of property taxes, the Purchaser acknowledges that he is responsible for ensuring that the Real Property is properly assessed for property tax purposes and for taking such steps as may be necessary by way of appeal or otherwise in respect of the Notice of Assessment forwarded by the appropriate authority relating to occupancy of the Real Property.
- 12. The Purchaser agrees that he will reimburse the Vendor for the cost of enrolling the dwelling under the Tarion Warranty Corporation plus applicable HST.
- 13. The Purchaser acknowledges and accepts that the Real Estate Transaction Levy Surcharge imposed upon the Vendor or the Vendor's Solicitor by the Law Society of Ontario upon the registration of a Transfer/Deed of Land will be the responsibility of the Purchaser and shall be credited to the Vendor on Closing.
- 14. The Purchaser acknowledges and accepts that there will be an administrative charge levied by the Township in conjunction with setting up the assessment roll number for the Real Property and that this administrative charge will be the responsibility of the Purchaser. If such administrative charge has or will be paid by the Vendor with the realty taxes for the Real Property, there will be a credit to the Vendor in the statement of adjustments. Furthermore, the Purchaser acknowledges and accepts that the Purchaser shall be responsible for any administrative charge to be levied by the Township in conjunction with the change of municipal records to reflect the transfer of ownership to the Purchaser.
- 15. In the event that, at the Purchaser's request, the Vendor agrees to extend the Firm Closing Date (as such term is more particularly described in Tarion Schedule E hereto), the Vendor reserves the right to charge a fee of \$150 plus HST as a credit to the Vendor in the statement of adjustments for each day that the Purchaser delays Closing beyond the one Business Day referred to in paragraph 1 (d) of this Agreement. Notwithstanding the foregoing, the Vendor shall not be obliged to agree to any request of the Purchaser to delay Closing and at all times, time shall remain of the essence of this Agreement.
- 16. Occupancy Permit. On or before Closing, the Vendor may provide an occupancy permit issued by the Township confirming that permission to occupy the dwelling on the Real Property has been granted, if such a permit is available. If said permit is not available on Closing, the Purchaser shall, nonetheless, proceed with the Closing.



Purchaser



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- 17. Planning Act: This Agreement is subject to compliance by the Vendor with the *Planning Act* as amended, and any necessary approval of the conveyance shall be obtained by the Vendor at its expense.
- Closing and Compensation For Delayed Closing: This Agreement shall be completed as set for Closing pursuant to the Tarion Schedule E, on which date vacant possession of the Real Property is to be given to the Purchaser. In the event that the completion of the dwelling is delayed by any reason or cause beyond the control of the Vendor, the Vendor shall be permitted postponements as set out in the Tarion Schedule E. If the Vendor should be unable to substantially complete the dwelling for occupancy or close this transaction within the extended time, failing agreement in writing by both the Vendor and the Purchaser to further extend the Closing in accordance with the provisions of the Tarion Schedule then this Agreement shall be at an end and the deposit monies returned to the Purchaser without interest or deductions and the Vendor shall not be liable to the Purchaser for any damages, costs, expenses suffered or incurred by the Purchaser as a result of any delay in Closing, other than as provided by the Ontario New Home Warranties Plan Act and the regulations thereunder, as set out in Tarion Schedule E. In the event that the dwelling being erected on the land is substantially completed for occupancy by the date of Closing, or any extension thereof, the sale shall be completed on that date and the Vendor shall complete any outstanding details of construction required by this Agreement within a reasonable time thereafter, having regard to weather conditions and the availability of supplies.
- 19. <u>Access by Vendor After Closing:</u> The Vendor or persons authorized by the Vendor shall have free access at all reasonable hours to enter upon the Real Property after Closing in order to make inspections and do any work or repairs thereon which the Vendor deems necessary.
- 20. The Purchaser covenants and agrees not to erect a fence or fences on the Real Property for a period of one year from date of closing. In the event that the Purchaser erects a fence or fences on any portion of the Real Property prior to one year from date of closing the Vendor shall be relieved from all warranty obligations relating to landscaping and grading and the Vendor shall not thereafter be obliged to amend, alter or repair the grading or any part thereof. This covenant shall not merge with the closing of this transaction.
- 21. Dispute Resolution: In the event that either before or after the Closing any dispute arises out of this transaction, the Vendor shall have the option to terminate this Agreement, or if after Closing to require a reconveyance of the Real Property, upon payment to the Purchaser by certified cheque of the total amount of all sums paid by the Purchaser pursuant to this Agreement and on account of taxes. The said option to terminate or reconvey may be exercised by the Vendor giving notice to the Purchaser or their Solicitor by telefax, prepaid registered mail or personal service at any time before the Closing (for option to terminate) and thereafter (for option to reconvey) within three hundred and sixty-five (365) days of the date the Vendor determines that the dispute arose. If the said option to reconvey is exercised by the Vendor after Closing the Purchaser shall vacate the dwelling and shall reconvey the Real Property to the Vendor both within thirty (30) days of the notice of option to reconvey being given and shall pay to the Vendor on account of the Purchaser's period of possession a sum calculated at a yearly rate of ten percent (10%) of the purchase price, adjusted pro-rata to the date of reconveyance. The Purchaser covenants, acknowledges and agrees that in such event he shall be responsible for any damage caused to the dwelling during the period of possession, reasonable wear and tear excluded and further acknowledges and agrees that no claim for damages, compensation or other relief will accrue to or be pursued by the Purchaser and hereby constitutes these presents as a full release, waiver and estoppel of any such claim. This option to terminate or reconvey shall not apply to any matter governed by Tarion Warranty Corporation during the period of time that any such matter may be subject to the dispute resolution mechanisms established under the Tarion Warranty Corporation.
- 22. Transfer/ Deed of Land: The deed or transfer (the "Transfer") shall be prepared by the Vendor's solicitor, at a cost to the Purchaser of \$275.00 plus HST payable on Closing and be messaged electronically to the Purchaser's Solicitor for review and approval. The Purchaser's Solicitor agrees to notify the Vendor's Solicitor at least 10 days prior to Closing as to the manner in which the Purchaser will be taking title and the Purchaser's address for service. If the Purchaser's Solicitor fails to give such notification, the Vendor's Solicitor shall be entitled to prepare the Transfer to the Purchaser as described herein, and if there is more than one Purchaser, the Transfer will show them as joint tenants and insert the Real Property as the Purchaser's address for service. The Purchaser acknowledges that the consideration shown in the Transfer includes the Tarion Warranty Corporation enrolment fee pursuant to tax bulletin LTT 1-2006 "Determining the Value of the Consideration for Transfers of New Homes". The Affidavit of Value of the Consideration pursuant to the Land Transfer Tax Act shall be completed by the Purchaser's solicitor, and the deed or transfer shall contain, or shall be subject to such covenants and restrictions as the Vendor, or any predecessor, with the relevant municipality or municipalities. If required, the Purchaser agrees to execute the deed or transfer. Without limiting the foregoing, the Purchaser agrees that the deed or transfer may contain the covenants and restrictions set forth in Schedule "A" hereto.
- 23. <u>Closing Arrangements:</u> The parties hereto agree that if 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 situate, then, the following provisions shall prevail, namely:
 - (a) both parties shall each be obliged to retain a solicitor, who is both an authorized TERS user and in good standing with the Law Society of Ontario, to represent them in connection with the completion of this transaction, and shall authorize such solicitors to enter into an escrow closing agreement in the Law Society Of Ontario's standard form (the "Document Registration Agreement,), establishing the procedures and timing for completing this transaction;



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- (b) the delivery and exchange of documents, monies and keys to the Real Property, and the release thereof to the Vendor and the Purchaser, as the case may be, shall not occur at the same time as the registration of the Transfer (and other registrable documentation) and shall be governed by the Document Registration Agreement, pursuant to which the solicitor receiving any 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 Documentation Registration Agreement;
- (c) if either party's solicitor is unwilling or unable to complete this transaction via TERS, in accordance with the provision contemplated under the Document Registration Agreement, then said solicitor (or the authorized agent thereof) shall be obliged to personally attend at the office of the other party's solicitor, at such time on the scheduled Closing as may be directed by the other party's solicitor, in order to complete this transaction via TERS utilizing the computer facilities in the other party's solicitor's office;
- (d) the Purchaser expressly acknowledges and agrees that it will not be entitled to receive the Transfer to the Real Property for registration until the balance of funds due on Closing, in accordance with the statement of adjustments, are either remitted by certified cheque or bank draft via personal delivery or by electronic funds transferred to the Vendor's Solicitor (or in such other manner as the latter may direct) prior to the release of the Transfer/deed for registration;
- (e) documents to be registered on title to the Real Property may be delivered to the other party hereto by telefax (or by a similar system reproducing the original), provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto. The party transmitting any such document shall also deliver the original of same to the recipient party [by overnight courier sent the day of Closing] within 7 business days of Closing, if same has been so requested by the recipient party;
- (f) Closing shall occur before 5:00 p.m. on the day of Closing and the keys shall NOT be released to the Purchaser until such time as the Vendor's Solicitor has received the funds payable on Closing and such time as the Transfer is registered.
- 24. <u>Tender:</u> The parties hereby waive personal tender and agree that tender shall be validly and effectively made by the Vendor if:
 - (a) the Vendor's Solicitor has delivered all Closing documents to the Purchaser's Solicitor and advised the Purchaser's Solicitor where the keys are available for pick up;
 - (b) the Vendor's Solicitor has 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 this Agreement;
 - (c) Vendor's Solicitor has completed all steps required by the Teraview Electronic Registration System in order to complete the 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 "completeness signatory" for the Transfer has been electronically "signed" by the Vendor's solicitor and access granted to the Purchaser's Solicitor (but without the Vendor's Solicitor releasing the Transfer for registration by the Purchaser's Solicitor).

The tender shall be validly and effectively made by the Purchaser if:

- (a) The Purchaser's Solicitor has delivered all Closing documents to the Vendor's Solicitor as well as payment of the Purchase Price in full, pursuant to the statement of adjustments;
- (b) The Purchaser's Solicitor has advised the Vendor's Solicitor in writing that the Purchaser is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement;
- (c) Purchaser's Solicitor has completed all steps required by the Teraview Electronic Registration System in order to complete the transaction that can be performed or undertaken by the Purchaser's Solicitor, without the cooperation or participation of the Vendor's Solicitor.

Payment may be made or tendered by certified cheque or bank draft from any Canadian chartered bank or trust company.

- 25. <u>Risk:</u> The dwelling materials and equipment upon the Real Property shall be and remain at the risk of the Vendor until Closing. In the event of damage to the dwellings, materials or equipment the Vendor may either repair the damage, finish the dwelling and complete the sale, or may cancel the Agreement and have all monies paid by the Purchaser returned to the Purchaser without interest or deductions.
- Assignment: It is hereby understood and agreed between the Vendor and the Purchaser that the Purchaser cannot assign this Agreement or any part or parts thereof without the prior written consent of the Vendor to such assignment, which consent can be arbitrarily withheld. It is further understood and agreed that unless the Vendor has previously consented to an assignment by the Purchaser of the within Agreement, or part or parts thereof, the Vendor will not be required to comply with a direction delivered to it on the completion of the transaction directing it to convey the Land to a person, persons or corporation other than the Purchaser.







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- 27. Entire Agreement: The Purchaser acknowledges that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Land other than as expressed in writing in this Agreement. Without limiting the foregoing, the Purchaser hereby releases the Vendor from any and all obligations to perform or comply with any warranty, promise or representation which may have been made by any sales representative or in any sales brochure which may be inconsistent with this Agreement. Further the Purchaser acknowledges that all promotional and marketing documentation including sales brochures, sketches and floor plans are of a conceptual nature (artist concept) only and should not be relied upon as providing an accurate rendering of the Real Property.
- 28. <u>Time of the essence:</u> Time is in all respects the essence of this agreement provided that if the date of closing falls on a Saturday, Sunday or holiday the closing will take place on the first day thereafter that is not a Saturday, Sunday or holiday.
- 29. <u>Irrevocable:</u> This Agreement when executed by the Purchaser constitutes an offer to purchase irrevocable for a period of seven (7) days from the date of execution and upon acceptance by the Vendor shall constitute a binding agreement of purchase and sale. If not accepted within such time, this offer shall be null and void. If the Vendor makes a counter offer to the Purchaser's offer to purchase, then this counter offer shall be open for acceptance by the Purchaser for a period of 48 hours after the delivery of the counter offer to the Purchaser after which time the counter offer shall be null and void.
- 30. Rental Water Heater: The Purchaser acknowledges that a rental water heater will be installed by the Vendor's supplier. By entering into this Agreement of Purchase and Sale, the Purchaser acknowledges and agrees that (i) the water heater to be installed in the home will be a rental unit, rented by the Purchaser from Enercare Home and Commercial Services Limited Partnership ("Enercare") pursuant to a rental contract with Enercare, and (ii) by entering into this Agreement of Purchase and Sale, the Buyer does hereby enter into a rental with Enercare on the terms and conditions described in the information contained on the USB key provided at the Pre-Delivery Inspection. The purchaser appoints the Vendor as his/her agent for purposes of entering into the supplier's standard water heater rental agreement, if required and Purchaser shall be responsible for all rental costs as of Closing. The rental agreement will take effect between the Purchaser and the supplier on Closing. The Purchaser understands that rental information, including the supplier's standard rental terms and conditions and the current monthly rental rates (which may change from time to time), will be provided on the USB key provided at the Pre-Delivery Inspection.
- 31. <u>Vendor's Residency:</u> The Vendor hereby represents that it is not a non-resident company as defined in Section 116 of the Income Tax Act.
- 32. <u>Survey:</u> The Vendor agrees to furnish the Purchaser on Closing a plan of survey prepared by an Ontario Land Surveyor at the Vendor's expense, showing the location of the dwelling on the Real Property and specifying all front, side and rear setbacks.
- 33. No Holdbacks: The Purchaser agrees that there shall be no hold back as security for the completion of unfinished work or for any other purpose whatsoever and that the full balance of the Purchase Price will be paid to the Vendor on Closing. The Vendor covenants to forthwith remove any construction lien registered against the Land arising out of the Vendor's construction of the dwelling.
- 34. Interpretation: Schedules "A", "B", "D", "E", "G", "T"

 attached form part of this Agreement. This Agreement is to be read with all changes of gender and number required by the context and shall extend to, be binding upon and enure to the benefit of the parties hereto, their heirs, estate trustees, successors and assigns. Where there is more than one individual named as a Purchaser, each individual's obligations hereunder shall be joint and several. The headings used in this Agreement are for convenience only and are not to be considered a part of this Agreement. The headings do not in any way limit or amplify the terms of this Agreement and are not to be used as an aid in the interpretation of this Agreement. If any date, through inadvertence, is expressed or omitted in this Agreement in contravention of the requirements of the Ontario New Home Warranties Plan Act and the regulations thereunder, as set out by Tarion Warranty Corporation, such date shall be deemed to be the date as specified by such requirements and this Agreement shall be read accordingly.
- 35. The Purchaser acknowledges that he has been advised to direct roof leaders to pervious areas where sufficient areas are available and grassed areas receiving roof-run-off should be at least equal to the contributing roof area, all of which shall be to the satisfaction of the Director, Infrastructure Services of the Township of Russell.

36. **Personal Information:**

- (a) Each Purchaser consents to the Vendor collecting his or her personal information in accordance with the *Proceeds of Crime (Money Laundering) and Terrorism Financing Act*, as it may be amended from time to time, (the "Act") and further consents to the Vendor using and disclosing the personal information in the manner required of it under the Act;
- (b) The Transfer of the Land shall only be in the name of the Purchaser unless the Purchaser provides the Vendor with a Direction as to Title and all other information and documentation on the new Purchaser required to enable the Vendor to comply with the Act.







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- (c) The Purchaser warrants that the information contained in **Schedule** "T" is true and accurate, that any changes to the information will be promptly given to the Vendor as they become known, that the Purchaser will permit the Vendor to see the original documentation necessary to verify the details on **Schedule** "T" and that the Purchaser will provide the Vendor with copies of the Identity Verification Documentation listed in the Schedule "T".
- (d) No deposits or other payments will be made to the Vendor in cash and the Vendor will not be required to make any payments to the Purchaser or any other person or organization except full disclosure and compliance with the Act.

NOTICE: By providing personal information to the Vendor in this Agreement, you are consenting to its collection, use and disclosure for the purposes of:

- (a) providing the Real Property to the Purchaser;
- (b) maintaining an on-going relationship with the Purchaser after Closing, which may include providing information about products or services offered by the Vendor, its affialiates and other reputable organizations which the Vendor may work with;
- (c) meeting any legal and regulatory requirements; and
- (d) such other purposes which may be consistent with the provisions hereof.
- 37. Unless the Vendor is advised to the contrary in writing, the Vendor may give the Purchaser's name, address and telephone number to providers of cable television, telephone, alarms, hydro, gas or similar services or utilities. These providers may use the Purchaser's personal information for the purpose of offering their services and products and to communicate with the Purchaser, regarding services and products that may be of interest to the Purchaser and the Privacy Policies, Terms and Conditions of these utility and service providers will then govern the Purchaser's relationship with them. The Vendor makes no assurances or representations to you about such Privacy Policies, Terms and Conditions.
- 38. <u>Facsimile:</u> The parties agree that signatures made and forwarded by fax transmission or electronically shall be deemed to be original signatures for the purposes of this Agreement.
- 39. <u>Purchaser's Solicitor:</u> In the event that the Purchaser has not identified the Purchaser's Solicitor herein, the Purchaser undertakes to advise the Vendor in writing of such solicitor forthwith after the execution of this Agreement. In the event the Purchaser changes such solicitor during the currency of this Agreement, the Purchaser shall advise the Vendor forthwith.
- 40. Warranties: The Purchaser acknowledges and accepts that the only warranties given by the Vendor with respect to the construction and condition of the Real Property are those provided pursuant to the provisions of the Ontario New Home Warranties Plan Act and the regulations thereunder as administered by Tarion Warranty Corporation and the Purchaser hereby waives the right to claim any other remedies whether in law or in equity against the Vendor with respect to the Real Property and this purchase and sale transaction. The Purchaser further accepts that any claims made in connection with the warranties given by the Vendor are subject to the time periods as specified in the warranty legislation.

OM Purchaser

Purchaser

FN Vendor

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IN WITN	ESS WHEF	REOF the Purcha	ser has hereunto set his hand and se	eal
the	25th	day of	February	, <u>2022</u> .
				DocuSigned by:
Witness				Purchaser A86DC99581464EB
Withess				Birth Date: February 22, 1986
				DocuSigned by:
				Hawande Alli
Witness				Purchaser ⁰ FA86681E7014CE
				Birth Date: November 22, 1992
IN WITN	ESS WHEF	REOF the Vendo	r has executed the agreement	
the	25th	day of		,
				VALECRAFT HOMES (2019) LIMITED
				DocuSigned by:
				Per: Frank Nieuwkoop A04F827301214EE
				Name: F. Nieuwkoop
				Title: Vice President
				I HAVE THE AUTHORITY TO BIND THE CORPORATION
Purchaser	's Address:	:		Vendor's Address:
3306-950	Portage Pky	y		1455 Youville Drive Suite 210
Concord,	Ontario			Orleans, Ontario K1C 6Z7
L4K 0J7				Phone: 613-837-1104
				Fax: 613-837-5901
Telephone	e Number(s):		
Home:	2	67-466-8579		
Work:	2	89-475-5369		
Cell:	6	47-248-6911		
Solicitors	Info:			Vendor's Solicitor:
				Sylvie Patenaude
				Sicotte Guilbault
				4275 Innes Road Suite 208
				Ottawa, Ontario, K1C 1T1
Phone:				Phone: 613-590-2516
				Email: spatenaude@sicotte.ca

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SCHEDULE "A" PLACE ST. THOMAS

Attached to	and forming	Part of this Agreement of Purchase and Sale for Builder's Lot Unit/Lot:	<u>7</u>
Plan	50M-352	, in the Township of Russell, in the Province of Ontario (the "Real Prope	rty").

MUNICIPAL COVENANTS

- (a) The Transferee, for himself, his heirs executors, administrators, successors and assigns, covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or the lack of any action whatsoever on the part of the Transferee, Director of Planning and Building may serve notice to the Transferee to have the damage repaired and if such notification be without effect for a period of two clear days after such notice, the Director of Planning and Building may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fee, under Section 427, of the Municipal Act, 2001, S.O. 2001, c. 25 in like manner as municipal taxes.
- (b) The Transferee, for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he will not commence construction of any buildings unless,
 - (i) A building permit has been issued;
 - (ii) All requirements with respect to underground Works and road base granulars have been carried out on the Roads on which the subject lot fronts;
 - The Road on which the subject lot fronts has been connected by Roads which are, at a minimum, at a similar stage of completion to the overall Township Road network; and
 - The whole or such portion of the mass earth moving or general grading deemed (iv) necessary by the Township Executive Director of Public Works and Environmental Services has been completed and approved.
 - (c) The Transferee, for himself, his heirs, executors, administrators, successors and assigns covenants and agrees to insert a clause in all agreements of purchase and sale requiring that the purchaser direct roof leaders and sump pump hoses to a sufficiently large pervious area, all of which shall be to the satisfaction of the Director of Planning and Building.
 - (d) The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that the Transferee shall not alter the slope of the lands herein described nor interfere with any drains established on the said lands, except in accordance with the established final Grading and Drainage Plan, and with the written consent of the Director of Planning. Furthermore, the Transferee shall maintain the approved grading and drainage plan, and any corrective Works to alter the grading to re-instate compliance with the approved drainage and lot grading plan must be completed within five days of a receipt of a written notice from the Township of Russell or the Township of Russell may complete the Works at the Transferee's expense.

Furthermore, the Transferee agrees that the Township of Russell may enter upon the lands which are the subject matter of this Transfer/Deed for the purposes of inspection or restoration of the established Grading and Drainage Plan and the cost to the Township of Russell in performing any restoration work shall be paid to the Township of Russell by the owner of the lands upon which such restoration work was performed, such payments to be made within 30 days of demand therefore by the Township of Russell and failing payment as aforesaid the cost shall be added to the tax roll as provided by Section 427 of the *Municipal Act*, 2001, S.O. 2001, C. 25 and collected in like manner as municipal taxes.



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- (e) The Transferee for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that the transferee will not plant poplar, alder, aspen, willow and elms which are subject to Dutch Elm disease, or maple trees of the fast growing variety (ie. Silver and Manitoba) or other species as may be determined by the Director of Planning and Building within the lands to which this Transfer/Deed applies nor adjacent lands in the transferee's ownership. Tree planting in proximity to buildings will be in accordance with the approved landscaping/streetscaping plan, geotechnical report and the Township of Russell's "Trees and Foundation Strategy in Areas of Sensitive Marine Clay" policy, where applicable.
- (f) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that "No Dumping" of any material (including snow, grass cuttings, construction debris and landscape waste) is permitted on vacant lots or on adjacent lands.
- (g) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that heat pumps, air-conditioning units, pool filters, sheds and decks are building appurtenances and shall meet the minimum setback requirements established in the Township of Russell's Zoning By-Laws(s).

NOTICE TO PURCHASERS

- (a) The purchaser acknowledges having been advised of all development charges related to the lot/block he or she is purchasing, and which development charges have been already paid by the Developer.
- (b) The purchaser acknowledges that a fire hydrant may be located or relocated at any time in front of any lot/block on the Plan of Subdivision to the satisfaction of the Township Executive Director of Public Works and Environment Services.
- (c) The purchaser acknowledges that no driveway shall be located within 1.5m of a fire hydrant and that no objects, including vegetation shall be placed or planted within a 3.0m corridor between a fire hydrant and the curb, nor a 1.5m radius beside or behind a fire hydrant.
 - The purchaser acknowledges that they are responsible for the condition and proper alignment of the water stand post at their property line. Any damage to the stand post after the sale of the lot to the purchaser shall be repaired to the satisfaction of the Township, or in cases of non-compliance repairs shall be done by the Township and billed back to the purchaser.
- (d) The purchaser acknowledges that school accommodation pressures exist in the School Board schools designated to serve this Subdivision, and that at the present time this problem is being addressed by the utilization of portable classrooms at local schools and/or by directing students to schools outside the community.
- (e) The purchaser acknowledges and agrees that postal service may be delivered by way of community mailboxes, which shall be located to the satisfaction of Canada Post.
- (f) The purchaser of any lot or block fronting on a Street in which a sidewalk is proposed to be installed acknowledges that he has been supplied with, and reviewed a plan showing the proposed locations, type, size and dimensions within the boulevard of any sidewalk abutting the said lot or block. The purchaser hereby acknowledges that he has reviewed the plan and is aware of the contents of the plan. The purchaser further acknowledges that the information identified on the said plan is the proposed information in respect to the lot or block and is subject to change through the Township's approval process. The purchaser agrees not to pave or otherwise finish the driveway out to the curb line until any adjacent sidewalks have been installed.



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- (g) The purchaser of any lot or block hereby acknowledges being advised of:
 - i. An approved Composite Utility Plan;
 - ii. General plan of services required to be provided by the Owner pursuant to the Subdivision Agreement for the lot or block;
 - iii. The proposed location of possible bus shelters and pads and paved passenger standing areas at bus stops;
 - iv. The proposed location for the community mailboxes within the Subdivision;
 - v. The proposed driveway location;
 - vi. The proposed location of any streetlights, hydro transformers and utility pedestals abutting the lot;

The proposed grading and drainage plan for the lot or block, and understands that it is the responsibility of the purchaser to respect such drainage patterns. The purchaser acknowledge and agrees that he shall not alter the slope of the lands herein described nor interfere with any drains established on the said lands, except in accordance with the established final Grading and Drainage Plan,

and with the written consent of the Director of Planning and Building. Furthermore, the purchaser shall maintain the approved grading and drainage plan, and any corrective works to alter the grading to re-instate compliance with the approved drainage and lot grading plan must be completed within five (5) days of a receipt of a written notice from the Township of Russell or the Township of Russell may complete the work at the Transferee's expense. Furthermore, the Transferee agrees that the Township of Russell may enter upon the lands which are the subject matter of this Transfer/Deed for the purposes of inspection or restoration of the established Grading and Drainage Plan and the cost to the Township of Russell in performing any restoration work shall be paid to the Township of Russell by the owner of the lands upon which such restoration work was performed, such payments to be made within thirty (30) days of demand therefore by the Township of Russell and failing payment as aforesaid the cost shall be added to the tax roll as provided by Section 427 of the Municipal Act, 2001, S.O. 2001, c. 25 and collected in like manner as municipal taxes.

- vii. The proposed location of the potential bus routes including temporary bus routes;
- viii. The approved Official Plan designation for the Subdivision;
- ix. The location and types of trees; and
- x. The zoning of the existing development and potential development lands within the Subdivision and within two kilometres of the limits of the Subdivision.
- (h) The purchaser further acknowledges and agrees not to install a pool or landscaping prior to Final Acceptance of grading by the Township.
- (i) The purchaser covenants and agrees to execute any usual and reasonable grant(s) of easement in favour of the Township, Ontario Hydro, Hydro One, Bell Canada, Enbridge Consumers' Gas, Rogers Communications Inc., or any public authority or utility, over or under the Real Property, required for drainage, or other joint service or public purpose, during a period of twenty (20) years from the date of any transfer document.



- (j) The purchaser covenants and agrees that, following delivery of the transfer document, the Vendor and/or The Township of Russell shall have the benefit of an easement (to enter upon the Real property for the purpose of performing any work required pursuant to the Subdivision Agreements) over the Real Property, until such time as the Vendor has been released from all of its obligations under the Subdivision Agreements, provided that the use of the Real Property by the Transferee will be interfered with as little as is reasonably possible.
- (k) The purchaser covenants and agrees that the purchaser shall not deposit or permit to be deposited, interlock blocks, fill or debris anywhere on or within the Real Property without the prior written permission of the Vendor. If fill is permitted and/or required on or within the Real Property, such fill shall be clean fill (and satisfactory to The Township of Russell).
- (l) The purchaser covenants and agrees that the purchaser will not alter the slope of the Real Property nor interfere with any drainage established on the Real Property, except in accordance with the established grade control plan, without the prior written consent of the Vendor (and The Township of Russell).
- (m) The purchaser agrees to maintain the one shade tree at the front of the lot, between the lot line and the house line and acknowledges the right of The Township of Russell to enter on the lands to effect the necessary maintenance in case of default and to charge the costs to the purchaser under the appropriate provisions of the Municipal Act, 2001, c. 25.
- (n) The purchaser acknowledges that any transfer document shall also contain and/or be deemed to contain any additional Restrictive Covenants (not hereinbefore set out) that are required/contemplated by the documentation registered on title to the Real Property, such as any Plan of Subdivision.
- (o) The purchaser further acknowledges that the information he has been advised of and which is described above is subject to change through the Township's approval process.

Dated at Concord , ON this		
SIGNED, SEALED AND DELIVERED in the presence of	Purchaser A86DC99581464EB	February 22, 1986 Birth Date
Witness:	Purchaser OFA86681E7014CE	November 22, 1992 Birth Date
(as to all Purchaser's signatures, if more than one purchaser)		
Dated at Ottawa this		, 2022
	Valecraft Homes	(2019) Limited

Frank Nieuwkooj

SCHEDULE "B"

SPECIFICATIONS PHASE 6 Singles & Bungalows 800 & 1000 SERIES

PLAN #: 50M-352 PLACE ST THOMAS 6 MODEL: 826 "B" Bradley 3Bed Std LOT: 7

CIVIC ADDRESS: 724 Namur Street

Annexed to the Agreement of Purchase and Sale between VALECRAFT HOMES (2019) LIMITED and Omoleye Mohammed & Olawande Alli

The Vendor agrees to include the following items in the purchase price herein:

LANDSCAPING:

- Nursery Grown Sodding
- Precast Patio Slab Walkway
- Tree Planting as per Municipality approved Landscape Plans
- Asphalt basecoat paved driveway
- Lot to be graded to <u>Municipality</u> approved Grading Plan

EXTERIOR FINISHES

- Brick, stone, vinyl &/or vinyl cedar shakes on front façade as per plan
- KWP Eco Board on Elevation B front elevations as per plan on select models
- Maintenance-free vinyl siding with aluminum soffit and fascia as per plan
- Limited Lifetime warranty self-sealing fiberglass roof shingles
- Maintenance-free Low E Argon filled PVC vinyl windows and wood jamb extension throughout (where applicable) operable and
- non-operable as per OBC
- Colonial embossed insulated steel clad doors leading to exterior (Front door with thermal glass lite) (as per plan)
- Full lite front entrance door and sidelites as per plan
- PVC vinyl sliding patio doors w/ wood jamb extension at rear as per plan
- Oversized basement window(s) as per plan
- Screens on all operating windows including basement and sliding patio door
- Steel sectional overhead garage door w/ insert lite
- Weatherstripping on all exterior insulated doors and all operating windows
- "Augusta Satin Nickel" front entrance grip set on front entrance door with security dead bolt or equivalent
- Poured concrete steel reinforced porch (with broom finish) at front entrance
- Cement parging on all above grade concrete
- "Bristol" vertical Aluminum Mail Box in black or equivalent
- Maximum Roof Air Ventilation

STRUCTURAL AND FRAMING:

- Poured concrete Foundation Walls with steel reinforcement
- High density polyethylene drainage membrane
- Engineered Steel Beams and Steel Posts as per plan
- Kiln dried floor joists or pre-engineered floor joist system
- Exterior Walls 2" x 6" kiln dried studs @ 16" o/c
- Interior Walls 2" x 4" kiln dried studs @ 16" o/c (except for basement) (as per plan)
- Basement Frost Walls 2" x 6" kiln dried studs @ 16" o/c full height
- Tongue and groove engineered OSB subfloor sheathing (joints sanded and screwed to joists throughout)
- Engineered OSB roof sheathing c/w H-clips
- Prefabricated roof trusses as per engineered design

INSULATION:

- Exterior walls: R-20 Fiberglass batt + R5 Continuous Insulated OSB Panel

- Ceiling attics: R-50 Fiberglass blown

- Fully insulated & drywalled garage

- Floors over unheated space: R-40 Fiberglass blown

- Cathedral/sloped ceilings R-31 Fiberglass batt (where applicable)

- Basement exterior walls: R-20 Fiberglass batt, to approx. 8" above finished floor max.

6 Mil polyethylene vapour barrier

Purchaser Purchaser

FN Vendor

ELECTRICAL:

- Underground utility wiring including hydro, bell and cablevision
- 100 amp service with 60 circuit breaker panel
- Heavy duty receptacles for stove and dryer
- "Decora" Style white plugs and switches throughout (except exterior)
- Two USB Outlets in the kitchen
- Smoke detectors & Carbon monoxide detector as per O.B.C.
- Front door chime
- Ceiling light fixture in all bedrooms
- Ceiling Fixture in dining room (where applicable as per plan)
- Two exterior weather protected plugs
- Chrome vanity lighting fixture in all bathrooms
- Silver light fixture package supplied and installed by the Vendor
- Electrical outlet in garage ceiling for future garage door opener
- Exterior light at all rear exterior doors

ROUGH-INS:

- Connection Centre including 3 Multi Media Outlets. Each outlet to be complete with 3x CAT5(e) and 1x RG-6 coax wire. Each
- outlet to be capped with one 4 port finishing plate. Locations to be selected by Purchaser except Inventory Homes and Models are preselected by the Vendor.
- Central vacuum rough-in (as per plan)
- Plumbing rough-in for future basement bathroom including ventilation rough-ins (as per plan) (Does not include waterline or
- electrical rough-ins)

PLUMBING AND FIXTURES:

- Vitreous China lavatory complete with single lever faucets in all bathrooms except laundry tub as per plan
- Drop-in Double stainless steel kitchen sink with single lever faucet and veggie sprayer
- Power vented high-efficiency hot water heater (rental) in Mechanical room (rental fee is determined by utility company)
- Pedestal sink in powder room (except models 1010 & 1030)
 - 5' fiberglass tub/shower enclosed with full height ceramic tiled walls w/self-sealing grout to ceiling in ensuite and main bathroom (as per plan)
- Pressure balanced valves on all showers
- Hot and cold taps installed for automatic washer connection
- Two exterior hosebibs (one in garage, one in rear)
- Plumbing rough-in for future dishwasher installation
- Laundry tub installed with hot and cold taps
- Low flush water conserving toilets with elongated bowl
- Chrome tissue holders, towel bar, robe hook, towel ring where applicable
- White plumbing fixtures in all bathrooms
- Shut off valves at all hot & cold lavatory and kitchen sink supply lines
- Sleeve for future waterline to fridge

HEATING AND VENTILATION:

- Natural gas fired forced air high efficiency furnace with electronic pilot ignition in Mechanical room
- Central Air Conditioning
- Separate switch exhaust fans in all bathrooms and powder room vented to exterior
- Kitchen exhaust fan Microwave/Hood Fan combination (white) over range vented to exterior
- All ductwork is cleaned prior to occupancy
- Heat Recovery Ventilation (HRV) and Humidifier in Mechanical room
- Enercare Smarter Home Essentials Package (complimentary for 3 years)

FIREPLACE:

- Natural gas direct vented fireplace with decorative black trim kit as per plan
 - Polished porcelain or ceramic tiled w/self-sealing grout fireplace surround

FLOORING:

- 35 oz. quality carpet in all finished areas c/w 11 mm foam underpadding except areas shown as ceramic or hardwood as per plan. Choice of one colour throughout.
- Ceramic tile w/self-sealing grout at front entrance, kitchen, dinette, powder room, laundry room, entrance from garage, main bath
- and ensuite bath (from Builder's Standard selections) as per plan
- 3 1/8" Engineered natural red oak hardwood flooring in Great Room, Dining Room/ Flex Room, Lower Hallway and 2nd floor

hallway where applicable as per plan

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Vendor

Prices, terms and specifications are subject to change without notice. E O.E.

INTERIOR TRIM, CABINETRY AND FINISH CARPENTRY:

- Builder's standard painted raised panel interior passage doors
- Pre-hung Builder's standard painted raised panel swing doors c/w bullet catch on all closet doors except pre-finished sliding closet
- doors located as per plan
- Prefinished sliding closet doors as per plan
- <u>4 1/8"</u> Nivaga style baseboard and 2 3/4" Nivaga style casing throughout (MDF painted white)
- Privacy sets for all bathrooms, powder room and master bedroom
- Satin chrome <u>door hardware</u> on interior doors
- Security deadbolt at front entrance door and garage entry door inside home
- Approx. 36" upper kitchen cabinetry
- Kitchen cabinetry with laminate countertops
- Vanities w/laminate countertops (including backsplash in same material) in all bathrooms (except powder room as per plan)
- Kitchen cabinetry opening for future dishwasher
- <u>Kitchen pantry</u> as per plan
- Solid natural red oak colonial spindles, posts, and/or handrail & brackets as per plan
- Natural oak nosing under standard railing areas as per plan
- Soft close on all cabinetry doors & drawers (excluding corner cabinets)
- Single full width Melamine Laundry shelf approximately 12" Deep to be installed in all main & second floor laundry rooms above washer and dryer

<u>INTERIOR FEATURES &FINISHES:</u>

- 9' Ceiling height on ground floor
- Smooth ceilings in all finished areas
 - Two-tone paint: one builder standard colour latex paint to be used throughout (semi-gloss latex for bathrooms, powder room,
- kitchen), All trim & interior doors shall be white semi-gloss latex
- Mirrors with bevelled square corners above all bathroom vanities and powder room
- Kitchen backsplash ceramic tiled w/ self-sealing grout 6" x 6" (from builder's standard backsplash selections)

WARRANTY COVERAGE:

- 7 Year major structural warranty
- 2 Year mechanical and building envelope warranty
- 1 Year material and workmanship warranty

The Purchaser acknowledges that:

- 1. **HOUSE EXTERIORS** The Vendor has the right to exercise full architectural control over exterior finishes and as such, the Vendor shall have final approval of all colour selections. This includes but is not limited to additional brick to external side yard walls to enhance the streetscape and/or to comply to municipal agreements.
 - Variations in subcontractors across different sites and varying site conditions may result in house exteriors that differ from the artist renderings. the Builder cannot be responsible for results which differ from the artists renderings of elevations.
- 2. **ADDITIONAL WINDOWS** Additional windows to side elevations are subject to limiting distance as per Current Ontario Building Code and Municipal Zoning.
- 3. MULTI-MEDIA The Purchaser understands that all Multi Media locations are approximate and vary from chosen locations.
- 4. **IN-WALL CONDUIT FOR AUDIO/VIDEO CABLES** The purchaser acknowledges and accepts that due to the variation in framing requirements in different parts of the Purchaser's home, conduit lengths and routing can vary. In virtually all instances of ground floor installation (i.e. above a fireplace), conduit will first travel down into the basement below the floor joists, over to the termination point and back up into the main floor. As a result, it is best to measure the length of the conduit after occupancy with a "pull wire" before purchasing The Purchaser's cables. For above fireplace installations, the conduit wall plate will be installed approximately 10" above the Fireplace Mantle, unless otherwise specified in the Client Upgrades.
- 5. **PLANS** Plans are subject to change without notice. Actual usable floor space may vary from the stated floor area. Layout for the services, kitchen, furnace, HWT and laundry tub may vary from plan. Vertical and horizontal bulkhead, which are not shown on plan, may be required for plumbing and heating runs. E.& O.E.
 - For townhomes, Purchasers Agree to sign an exterior block plan layout when available. Purchaser(s) acknowledge that rooflines may be altered at this time from the brochure due to block assembly.
- 6. **INVENTORY AND MODEL HOMES** Purchaser(s) Acknowledge And Accept That All Interior Colours And Wiring Have Been Selected And Installed By The Vendor And Will Remain As Installed. (Ie: Cabinetry, Flooring And Paint Colours But Not Limited To.)

Purchaser

Purchaser

FN Vendor

- 7. **SELECTIONS AND APPOINTMENTS** All colour and material selections are to be made from Vendor's standard samples unless otherwise paid for as an upgrade.
 - In the event the work on the house has progressed beyond the point where the items covered by these invoices cannot be installed without entailing any unusual expense, then this order is to be cancelled and any deposit paid in connection with the same is to be refunded to the purchaser.
 - The vendor will undertake to incorporate the work covered by the sales extra in the construction of the house but will not be liable to the purchaser in any way, if for any reason the work covered by the extra is not carried out. In that event, any monies paid in connection with the same shall be returned to the purchaser.
 - It is understood and agreed that if for any reason whatsoever the transaction of Purchase and Sale is not completed, the total cost of extras ordered are not refundable to the Purchaser(s). Extras or changes will not be processed unless signed by the Vendor. These extras may not be amended without the written consent of Valecraft Homes.
 - The Purchaser(s) acknowledge and accept that failure to finalize the structural or colour selections by their cut-off date may result in a delay in construction and the builder has the right to extend the closing date. Due to failure to complete the above-mentioned selections and at no fault of us, the builder reserves the right to hold The Purchaser responsible for a delayed closing, including charging extra administration cost and interest on the balance due on closing.
- 8 **ADMINISTRATION FEES** Purchaser(s) Acknowledge That An Administration Fee Will Be Charged For All Change Orders Received after the cutoff date. No estimates or orders will be accepted once construction has commenced.
 - Should a refund be requested on any extras purchased, an 80% reimbursement of the purchase price will be given. (a \$50.00 minimum charge and a maximum \$250.00 charge will apply.)
 - The purchaser acknowledges and accepts that ANY changes made to upgrades after signing the 680's are subject to a minimum administration fee of \$300.00. PLUS a 10% holdback fee.
 - Purchasers are aware that any request to add a percentage of upgrades from the 680's will be processed only after the builder receives approval letter from the bank.
- 9. **GENERAL** The purchaser understands that all decorator items: furnishings, appliances, draperies, painted colour walls, floors, wallpaper, panelling, alarm system, and eavestroughing found inside the model homes are for display purposes only and do not constitute standard items in the purchase price. Service location of hot water tanks, furnaces, air conditioning, basement wall height, specifications and material finishes may vary from model homes/plans.
 - The number of steps required at entrances into the home and the garage entrance may vary from the model home/plans depending on individual lot grading requirements. Due to these steps, exterior railings may be required. Purchaser(s) acknowledge the requirement to install an approximate 3' x 3' landing with stairs at the garage entrance to the house as a result of the 2006 Building Code Requirement OBC 9.8.6.2. if 3 or more risers are required as a result of grading.
 - Basement window wells may or may not be required depending upon individual lot grading requirements.
 - Zoning bylaws specify maximum driveway widths which are based upon frontages. A tapering of The Purchaser's driveway may be required depending upon the frontage and specifically if the frontage is less than average as in the case of a pie-shaped lot.
 - The grading and drainage of The Purchaser's lot has been designed and engineered to ensure that surface water is directed away from The Purchaser's home and into swales. These swales run at the side and rear of The Purchaser's property lines. Swales generally have more aggressive slopes relative to the general lot and will always occupy a portion of the useable space of The Purchaser's lot to serve their function properly.
 - Purchaser(s) acknowledge that kitchen and bathroom ceramic wall border and or decorator insert tiles selected by the Purchaser(s) are installed at the discretion of the installation contractor unless specified otherwise by the Purchaser(s).

DocuSigned by:	
Omoleye Moliammed	
PURCHASER 99581464EB	DocuSigned by:
	Frank Nieuwkoop
DocuSigned by:	VALECRAPT 8 TROMES (2019) LIMITED
Clawande Alli	, ,
PURCHASER ^{81E7014CE}	
February 25, 2022	February 25, 2022
DATE	DATE
	MODEL: 826 "B" Bradley 3Bed Std
LOT NUMBER: 7	PROJECT: PLACE ST THOMAS 6



Schedule B1A Place St. Thomas - Phase 6 Printed: 25-Feb-22 10:14 am PURCHASERS: Omoleye Mohammed and Olawande Alli HOUSE TYPE CLOSING DATE LOT NUMBER 826 THE BRADLEY 3 BED ELEV B 16-Feb-23 6 QTY EXTRA / CHANGE INTERNAL USE ITEM 1 - - BONUS - DECOR CENTER CREDIT OF \$10, 000.00 *1 87529 38759 Decor bonus has been applied in full to the purchase price. Note: *2 1 - - STANDARD - AC UNIT 13 SEER R - 410A - GOODMAN SIZED ACCORDING TO THE 120313 MODEL TYPE Location to be determined by Head Office 38760 Note: 1 - BASEMENT - BASEMENT RECROOM - OPTIONAL FINISHED BASEMENT RECROOM IN 12968 BUILDERS STANDARD FINISHES INCLUDING ADDITIONAL CENTRAL VACUUM OUTLET. 38728 Note: - As per Schedule H dated February 25, 2022 - Includes Smooth Ceilings. 1 - BASEMENT - BASEMENT BEDROOM - OPTIONAL FINISHED BASEMENT BEDROOM IN 12967 **BUILDERS STANDARD FINISHES** - As per Schedule H dated February 25, 2022 38729 Note: - Includes Smooth Ceilings *5 1 - BASEMENT BATHROOM - BASEMENT BATHROOM - FINISH 3-PC BASEMENT 12964 BATHROOM WITH TUB/SHOWER COMBO, VANITY AND CERAMICS FROM BUILDERS STANDARD SELECTIONS. FLOORING ON DITRA. 38730 - As per Schedule H dated February 25, 2022 *6 1 - BASEMENT - WINDOW -ADD APPROX. 56IN X 30IN BASEMENT WINDOW 850 - As per Schedule H dated February 25, 2022 38731 - Subject to limiting distance at side yard as per Current Building Code. 1 - BASEMENT - WINDOW -INCREASE EXISTING BASEMENT WINDOW TO APPROX. 30IN 849 DEEP 38732 Note: - As per Schedule H dated February 25, 2022 - Subject to limiting distance at side yard as per Current Building Code *8 1 - ENSUITE BATH - ENSUITE - 5PC ENSUITE IN BUILDERS STANDARD FINISHES 12970 38733 Note: - As per Schedule H dated February 25, 2022 *9 1 - KITCHEN - CABINETRY - ADJUST KITCHEN CABINETRY TO ACCOMMODATE 871 NON-STANDARD REFRIGERATOR SIZE. 38734 - As per Kitchen Sketch dated February 25, 2022 -Dimensions for opening to be provided with Interior Colour Selections - Purchaser(s) acknowledge that the number & or size of doors may be reduced in the surrounding cabinetry to accommodate. *10 1 - KITCHEN - CABINETRY - UPC9-1B - BUILDERS STANDARD CABINETRY - STANDARD 117281 LAYOUT. INCLUDES 40IN UPPERS, FILLER DETAIL TO STANDARD BULKHEAD AND LIGHT VALANCE 38736 - As per Kitchen & UPC Sketch dated February 25, 2022 - Upper Cabinetry to be raised 2 inches to avoid setbacks. Does not include additional lighting or switches. Purchaser Acknowledges that Upper Kitchen cabinetry upgraded wood doors will have center style. 1 - - HARDWOOD - LAUZON ENGINEERED HARDWOOD - 3 - 1/8"STAINED - STANDARD 62425 AREAS 38738 Note: - As per Schedule H dated February 25, 2022 - 3 1/8" Stained Oak - Stain Colour to be provided with Interior Colours Selections ·DS - Standard areas include Great Room, Dining Room, Main Floor Hallway & Upper Hallway. DS DS FN OM OU

PREPARED BY: Adam Bowman LOCKED BY: Lisa Ballard

PE 1,841-1 InvoiceSQL.rpt 05may21 CONSTRUCTION SCHEDULING APPROVAL PER:

Purchaser Initials

Vendor Initial



Schedule B1A Place St. Thomas - Phase 6

PURCHASERS: Omoleye Mohammed and Olawande Alli Printed: 25-Feb-22 10:14 am

LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
7	6	826 THE BRADLEY 3 BED ELEV B	16-Feb-23

ITEM	QTY EXTRA / CHANGE		INTERNAL USE
* 12 62419	1 - KITCHEN/DINETTE - HARDWOOD - LAUZON ENGINEERED HARDWOOD - 3 - 1/8"STAINED - KITCHEN (4)	*	
38739	Note: - As per Schedule H dated February 25, 2022 - 3 1/8" Stained Oak - Stain Colour to be provided with Interior Colours Selections - Includes Kitchen & Dinette		

	DocuSigned by:			DocuSigned by:
PURCHASER:	Omoleye Molammed	25-Feb-22	VENDOR:	Frank Nieuwkoop
	Omoleye Asobasanae4B Docusigned by:	DATE		A04F8273012程度EValecraft Homes (2019) Limite
PURCHASER:	Olawande Alli	25-Feb-22	DATE:_	February 25, 2022
	Olawande Asin 1E7014CE	DATE	_	

PREPARED BY: Adam Bowman LOCKED BY: Lisa Ballard

PE 1,841-2 InvoiceSQL.rpt 05may21 CONSTRUCTION SCHEDULING APPROVAL

PER:

DATE:

SCHEDULE "C-1"

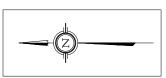
LAWYER AND FINANCING REVIEW

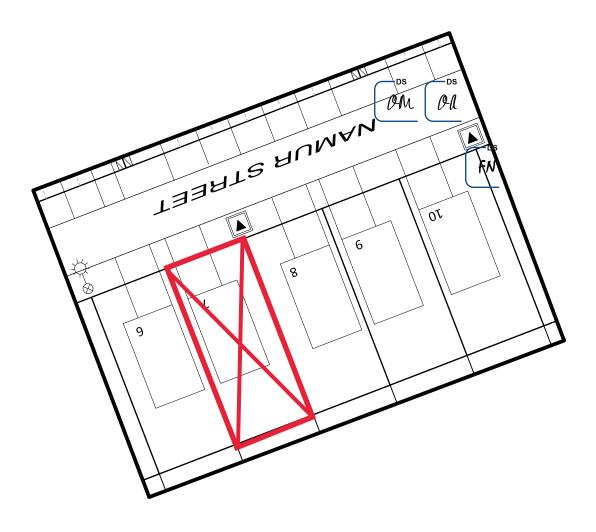
This Agreement of Purchase and Sale is conditional until **five (5) business days** from acceptance of this offer, upon the Purchaser obtaining satisfactory **Financing**, failing which, this and Sale shall become null and void and all deposit monies shall be returned to the Purchaser without Agreement of Purchase interest or penalty.

Within **fourteen (14) days** of the condition respecting financing is waived, the Purchaser agrees to provide the Vendor with written confirmation of the approval of their mortgage.

This Agreement of Purchase and Sale is conditional until **five(5) business days** from acceptance of this offer, upon the Purchaser obtaining the **Lawyer's** approval as to the wording of the Agreement, failing which this Agreement of Purchase and Sale shall become null and void and all monies shall be returned to the Purchaser in full without interest or penalty.

Dated at Conco	ord, ON this _	25th	day of	February,	2022
				Docusigned by: Omoleye Molamme,	ı
Witness				Purchase 20581464EB	<u>a. </u>
				DocuSigned by:	
Witness				Purchaser 1E7014CE	
			VA	ALECRAFT HOMES (2	019) LIMITED
BLOCK/UNIT:_	7		_	DocuSigned by: Frank Nieuwkoop PER A04F827301214EE	
PLAN:	50M-352		_		
PROJECT:	PLACE ST THOM	MAS 6		February 25,	, 2022





SITE PLAN

E & OE October 18th, 2021

NOTE:
HOUSE REPRESENTATION ON LOTS ARE ARTIST CONCEPT ONLY, FINAL BUILDING LOCATION AND ORIENTATION MAY NOT BE AS SHOWN.
*LOCATION OF SERVICE UTILITIES TO BE DETERMINED

**PLEASE CONFIRM WITH HEAD OFFICE TO ENSURE SPECIFIC HOUSE MODEL FITS ON CHOSEN LOT

Lot: 7 - Phase 6 Place St. Thomas — Phase 6

Model: #826 "B" Std Bradley 3Bed

Purchasers: Omoleye Mohammed

LEGEND: Olawande Alli

ZZZ SERVICE EASEMENT

CATCH BASIN

SCHEDNTE

LIGHT STANDARD

FIRE HYDRANT HYDRO TRANSFORMER

 $`` \bigcirc ``$

*LOCATION OF OTHER SERVICE UTILITIES TO BE DETERMINED

**PLEASE CONFIRM WITH HEAD OFFICE TO ENSURE SPECIFIC HOUSE MODEL FITS ON CHOSEN LOT



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

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.



- 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

 \$738,732.74

 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.

Signed at	Concord, OM	N this	25th day of	February	_,	2022
	Pocusigned by: Moly Molyam SP6P6 ⁹⁹⁵⁸¹⁴⁶⁴ EB	med	-	VALECRAFT H	OMES (2019) LIMITED
	-Docusigned by: Hawande Alli GEAB6681E7014CE		_	PER: DocuSigned I	euwkoop	
				Febru DATE:	ıary 25, 2022	2
		PROJECT:	PLACE S	ST THOMAS 6	LOT:	7

SCHEDULE "O"

Purchaser acknowledges that the Vendor's Model Home contains numerous upgraded features and options which are <u>not</u> 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 P	urchase and Sale between VALECRAFT HOMES (2019)
LIMITED, Vendor and		Omoleye Mohammed & Olawande Alli
Purchaser (s).		
Dated at _	Concord, ON this	25th day of February , 2022
Witness		Purchasor 99581464EB DocuSigned by: DocuSigned by:
Witness		Purchasets 6681E7014CE
PROJECT: _	PLACE ST THOMAS 6	
LOT:	7	VALECRAFT HOMES (2019) LIMITED
		PER PER A04F827301214EE February 25, 2022 DATE:

I/we,

Schedule "W2"

NON RESILIENT FLOORING WAIVER

for

HARDWOOD FLOORING

Hardwood flooring is both a practical and elegant flooring option suitable for use in many areas of the home.

Increasingly however inquiries into the use of hardwood flooring in non-conventional areas of the home such as kitchens have prompted a need to forewarn and to heed caution to this optional upgrade.

Valecraft Homes (2019) Limited recommends strongly against the use of hardwood flooring in unconventional areas of the home such as the kitchen areas due to the natural absorption properties of hardwood when in contact with water or high-humidity areas. Hardwood flooring which has taken on water or excessive moisture will cup and/or buckle and ultimately prove to be costly to repair.

It is for this reason that VALECRAFT HOMES (2019) LIMITED will not guarantee nor provide warranty beyond manufacturing defect for installation of hardwood flooring in any of the aforementioned areas.

Should you decide to proceed against the Builder's recommendations, extreme caution and care must be taken not to leave any standing water on these floors for any length of time. All other care and maintenance instructions with respect to hardwood flooring must further be followed.

Omoleye Mohammed & Olawande Alli

builder and	lly understand the aforementioned ca as such hereby release VALECRANT ty with respect to flooring damage ca	T HOMES (2019) LIMITED from	n future
Project:	PLACE ST THOMAS 6	LOT NO:7	
(igned by: 14 Molammed 99581464EB	February 25, 2022 (Date)	
CSignature) 660	681E7014CE	February 25, 2022 (Date)	

have

SCHEDULE "T"

Personal Information of Each Purchaser - Individuals

(1) Full Name: Omoleye Mohammed

Business Address: 45 Vogell Rd., Richmond Hill ON L4B 4W6

Business Telephone Number: 289-475-5369

Home Address: 3306-950 Portage Pky., Concord ON L4K 0J7

Home Telephone Number: 267-466-8579

Occupation: Safety Coordinator

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: M6160-60588-60222

Purchaser

-DS

Purchaser

(2) Full Name: Olawande Alli

Business Address: 3 Robert Speck Pkwy., Mississauga ON L4Z 2G5

Business Telephone Number: 905-3065-5353

Home Address: 3306-950 Portage Pky., Concord ON L4K 0J7

Home Telephone Number: 267-466-8579

Occupation: Actuarial Advisor

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

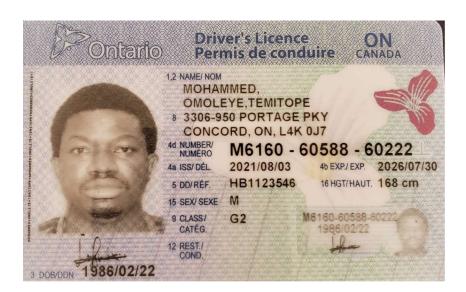
- Birth Certificate
- Driver's Licence
- Passport
- Record of Landing
- Permanent Resident Card
- Other (if permitted by Government)

Type: Driver's Licence

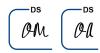
Number: **A5451-60279-26122**

Purchaser Purchaser

Schedule "T"







FN

Project: Place St. Thomas 6

Plan No: 50M-352 Lot No: 7 - Phase 6

Model: #826 "B" Std Bradley 3Bed Date: February 25, 2022

Purchaser: Omoleye Mohammed

Purchaser: Olawande Alli

Purchaser's name: Omoleye Mohammed

Invitation to Walkthrough

Lot no: 7 Plan #: 50M-352

Purchaser's name:	Olawande Alli	Project:	PLACE ST THOMAS 6			
Home Phone:	267-466-8579	Model:	826 "B" Bradley 3Bed Std			
Work Phone:	289-475-5369	Closing Date:	February 16, 2023			
E-Mail (1):	mohammedleye@gmail.com	E-Mail (2):	Olawandeo@icloud.com			
	019) Limited. continues to provide the	e best in class sales	and service. We recognize the			
like to extend to you	rt to improve our customer's home buy a an opportunity to attend a walk-through referred to as "the walk through".		alecraft Homes (2019) Limited would after the framing process is			
The walk through is not an obligation nor is it a mandatory component of the agreement between Valecraft Homes (2019) Limited and the Purchaser. The purpose of the walk through is to provide an opportunity to verify and correct any changes made from the standard plan as noted in the Agreement of Purchase and Sale. It also allows the homeowner to view the details and layout of the home prior to drywall installation.						
— Docu	We <u>accept</u> this opportunity We <u>decline</u> this opportunity					
Signature Omo	Lye Mohammed C99581464EB	Date:	February 25, 2022			
	signed by: Van de Illi	Date:	February 25, 2022			
Conditions and Acc	6681E7014CE entance					
Valecraft 2. Homeown	ntment must be scheduled between the Homes (2019) Limited between regular agrees that only those individuals tted to attend the walk through.	lar business hours (Monday to Friday 8:00 AM to 4:00			
3. Within 48 hours notification only, an appointment date and time will be given by way of phone call to preschedule a One Hour appointment with an authorized representative of Valecraft Homes (2019) Limited This appointment is firm and will not be re-scheduled.						
4. The walk through shall occur typically on the given date and the duration of the walkthrough shall be limited to a maximum of one hour.						
5. The Purchasers agree to wear CSA approved hard hats & safety footwear while on the Vendor's premises (hats supplied by Valecraft Homes (2019) Limited).						
6. The intent of the walk through is not to make changes to plans. Purchasers acknowledge that no changes shall be considered nor permitted.						
I / we accept and agree to the above conditions.						
	oleye Mohammed DC99581464EB	Date:	February 25, 2022			
Signature Man	NALA	Date:	February 25, 2022			
Walk through appoint	Walk through appointment date given Spoke with/left message:					
Time scheduled: Date & Time:						



Roma Collection

All Models **STANDARD**



BREAKFAST / DINETTE A3016P-11 Bulb: 1 x A19 LED Bulb



DINING ROOM / STAIRWELL / HIGH CEILINGS Bulbs: 3 x A19 LED Bulb



ENTRY / HALL / LAUNDRY / BEDROOMS / DEN / STUDY / BATH CEILING / KITCHEN SINK / FINISHED BASEMENT AREAS

(Plan Permitting) A3012-11

Bulbs: 2 x A19 LED Bulb



KITCHEN / MASTER BEDROOM (Plan Permitting)

A3016-11 16" dia. Bulbs: 3 x A19 LED Bulb



BASEMENT STAIRS / SOFFIT AFR4-0930-WH LED Recessed Light



POWDER ROOM VANITY

(Plan Permitting)

14" Wide

Bulbs: 2 x A19 LED Bulb



BATHROOM VANITY

A16013-7 24" Wide

Bulbs: 3 x A19 LED Bulb



CLOSET / PANTRY

Bulb: 1 x A19 LED Bulb



FRONT / BACK EXTERIOR

A1101S-BK

4-3/8" Wide x 6-7/8" High x 7-1/8" Ext Bulb: 1 x A19 LED Bulb

All dimensions are approximate.
** Keyless LIGHT OUTLETS IN GARAGE, UNFINISHED BASEMENT AREAS***

Project: Place St. Thomas 6

Plan #: __50M-352

7 - Phase 6 Lot:

#826 "B" Std Bradley 3Bed Model:_

Purchaser: Omoleye Mohammed

Purchaser: Olawande Alli

Date: February 25, 2022 FN OM

Upgrade #: Standard

K/Sales/Light Fixtures/VH2019 Revised 09/29/2020



OPTIONAL KITCHEN CABINET CROWN MOULDING, FILLER & STANDARD BULKHEAD DETAILS

UPC9-1B Upgrade #: 10

Includes upgrade to 40" uppers with filler detail & valence on upper kitchen cabinetry. Raised approx. 2" to standard bulkhead.

Site: Place St. Thomas 6

Plan No: ^{50M-352} Lot: <u>7 - Phase 6</u>

Date: February 25, 2022

Purchaser: Omoleye Mohammed

OM

OU

Purchaser: Olawande Alli

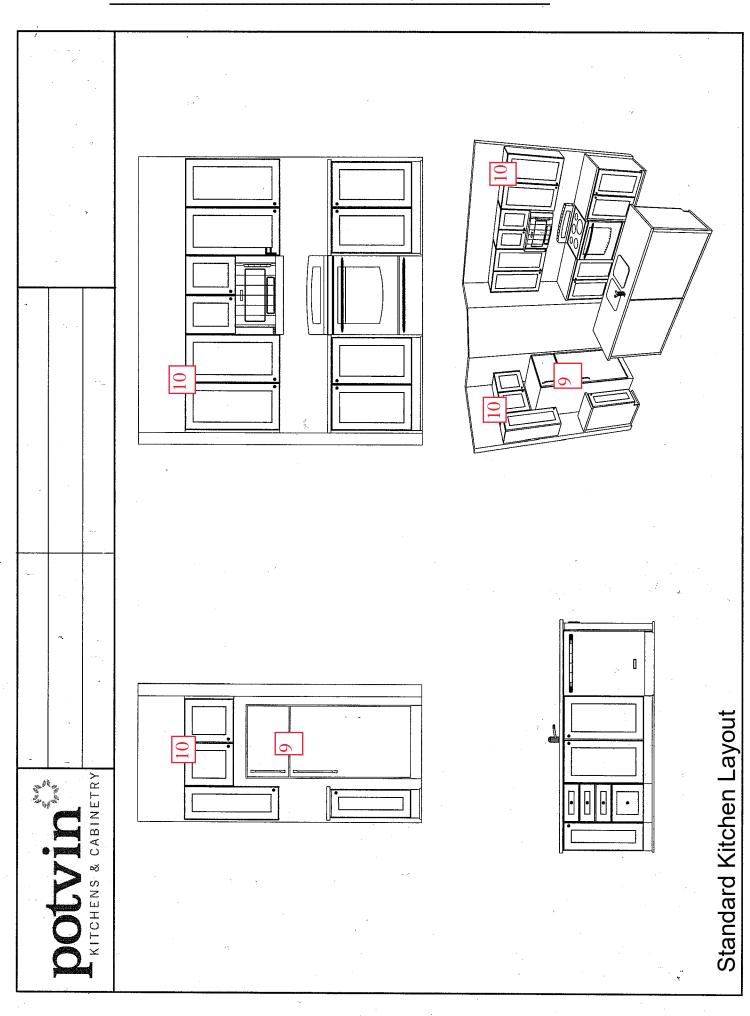
FN

Project: Place St. Thomas 6 Plan No: 50M-352 Lot No: 7 - Phase 6 Model: #826 "B" Std Bradley 3Bed Date: February 25, 2022

Purchaser: Omoleye Mohammed Purchaser: Olawande Alli



Kitchen Sketch - February 25, 2022





THE BRADLEY

MODEL 826 2183 sq.ft. or 2376 sq.ft. Site: Place St. Thomas 6

Plan No.: <u>50M-352</u>

Lot: 7 - Phase 6

Date: February 25, 2022

OM OL FN

Purchaser: Omoleye Mohammed

Purchaser: Olawande Alli

Schedule H





THE BRADLEY

MODEL 826 2183 sq.ft. or 2376 sq.ft. Site: Place St. Thomas 6

Plan No.: <u>50M-352</u>

Lot: 7 - Phase 6

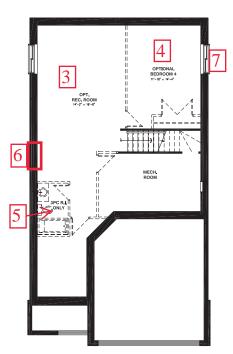
Date: February 25, 2022

Purchaser: Omoleye Mohammed

Purchaser: Olawande Alli

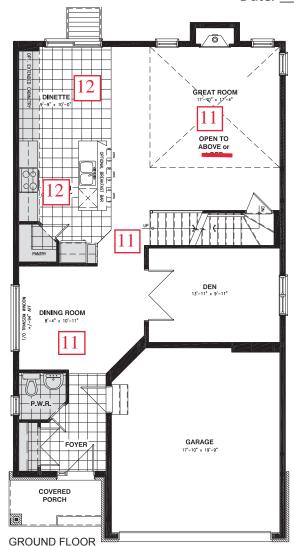


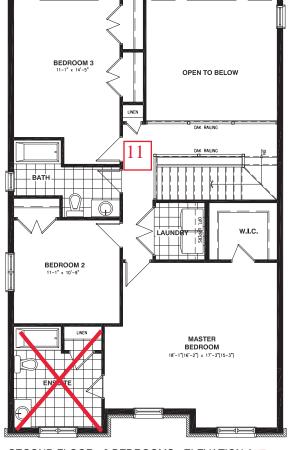




BASEMENT FLOOR

Schedule H





SECOND FLOOR - 3 BEDROOMS - ELEVATION A

