

AGREEMENT OF PURCHASE AND SALE

1. **THE UNDERSIGNED** Boniface Basambombo Kanyuka & Suzanne Ntumba Mubiayi
(hereinafter called the "Purchaser") hereby agrees with **VALECRAFT HOMES (2019) LIMITED**, (hereinafter called the "Vendor")
to purchase the lands and premises known as **BUILDER'S LOT /UNIT:** E25, being part of
Part(s) _____ of Reference Plan 50R- _____ Part of Lot(s) E25
BLOCK: 50M-352 of **PLAN** 50M-352 **SUBDIVISION** Place St. Thomas **Phase** 6
Municipal Address 729 Namur Street, **Embrun Ontario**
(herein referred to as the "Lands") together with a dwelling **Model:** 120
Elevation: _____, **Options:** Std to be erected thereon - the lands and dwelling
sometimes being collectively referred to herein as the "Real Property" at the price of \$530,000.00
DOLLARS (the "Purchase Price") including net Harmonized Sales Tax ("HST") (subject to Schedule "G") payable as follows:

- | | | |
|-----|---|---------------------------|
| (a) | By deposit received by the Vendor with the offer: | <u>\$10,000.00</u> |
| (b) | By further deposit upon firm-up: | <u>N/A</u> |
| (c) | By further deposit(s) dated: 30 days post firm-up (post dated): | <u>N/A</u> |

Total Deposit(s):	\$10,000.00
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(Any NSF cheques for Deposits or Upgrades are subject to an NSF fee of \$150.00) *In the event that any one of the above deposits is not provided to the Vendor in accordance with the provisions of this Agreement, or if provided, is dishonoured when presented for payment, the Vendor shall notify the Purchaser and the Purchaser shall have five (5) business days to cure such default, failing which, the Vendor shall have the right to 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.

- (d) The balance of the purchase price being approximately
\$520,000.00 shall be payable
 by cash or certified cheque on _____

the 19 day of November, 2024
which shall be the date of closing, (the "Closing").

- (e) Pre-move inspection will be 5 to 10 business days prior to the closing date.

2. **Dwelling:** The Vendor will erect on the Real Property before Closing a dwelling of type **#120, Huntley, Std** in a good and workman like manner, in accordance with the plans and specifications filed with the Township of Russell and amendments thereto. The specifications for the dwelling shall be in substantial conformity as set out in Schedule "B" annexed hereto except where they vary from the requirements of the Township of Russell.

3. It is agreed that acceptance of construction, siting of dwelling, grading and amendments to plans by the Township of Russell shall constitute acceptance by the Purchaser. The Vendor shall have the right to make minor deviations from plans and specifications and to substitute other material for that provided for in the plans and specifications provided that such material is of quality equal to or better than the material in the specifications. Exterior illustrations are artist concept only and may not be exactly as shown. Actual useable floor space may vary from the stated floor area. All dimensions are approximate. The approximate location and dimensions of the Real Property are shown on Schedule "D" attached hereto (the property is outlined in red).

4. The Vendor warrants that the dwelling erected by it on the Real Property shall conform to Tarion Warranty Corporation's (Ontario New Home Warranty Program) exclusive of normal wear and tear and minor faults such as hair-line cracks in concrete or plaster or health of existing trees on the Real Property (the Vendor will not remove, replace or treat any existing trees subsequent to the Closing). The Vendor warrants it is a member of the Tarion Warranty Corporation. The warranty is extended to this dwelling under the terms and conditions of the Ontario New Home Warranty Program. The Vendor further warrants and agrees that prior to the completion of the Pre-Delivery Inspection of the dwelling by the Purchaser, the Vendor shall provide to the Purchaser a Tarion Warranty Corporation Homeowner Information Package.

5. **Selections:** Within twenty-one (21) days of this Agreement becoming unconditional (the “**Selection Date**”), the Purchaser shall make a selection with respect to optional colours and finishes for the dwelling, including any extras to be requested by the Purchaser and permitted by the Vendor. In the event the Purchaser fails to make such selections by the Selection Date, the Vendor shall notify the Purchaser and the Purchaser shall have three (3) days to cure such default, failing which, the Vendor may, at its sole option, either:

- (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
- (b) 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.

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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. **Pre-Delivery Inspection:** The Purchaser acknowledges that the pre-occupancy inspection is the only opportunity the 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. **Title Matters & Title Search:** 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.

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.

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9. **Easements:** 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. **Discharge of Prior Mortgages:** 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.
11. **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. The Purchaser acknowledges and accepts that any banking fees applicable to wire transfers for the delivery of funds to the Vendor's solicitor will be the responsibility of the Purchaser and shall be credited to the Vendor on Closing.
16. The Purchaser acknowledges and accepts that any amounts expended by the Vendor to remove or discharge any registrations or liens caused to be registered by the Purchaser in respect of the Real Property or Land prior to Closing shall be credited to the Vendor on Closing.
17. The Purchaser acknowledges and accepts that any and all losses, damages and/or costs which may arise as a result of a breach by the Purchaser of any of its covenants and obligations under this Agreement shall be credited to the Vendor on Closing.
18. The Purchaser acknowledges and accepts that any and all amounts expended by the Vendor to correct, rectify, and/or remedy any damage caused by the Purchaser, and those for whom it is in law responsible, to any service, utilities, installations or equipment installed within the Subdivision shall be credited to the Vendor on Closing.

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19. The Purchaser acknowledges and accepts that any administrative fees and costs, where and if applicable in the circumstances described in the relevant paragraphs of this Agreement, and to the extent not already described above or elsewhere in this Agreement, shall be credited to the Vendor on Closing.
20. 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 \$250 plus HST as a credit to the Vendor in the statement of adjustments for each day from and including the day on which Closing was to have taken place to and including the extended closing date. 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.
21. **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.
22. **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.
22. **Access by Vendor After Closing:** 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.
23. 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.
24. **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.
25. **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 shall require in order to comply with the provisions of any subdivision or other agreement entered into by 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.

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26.
- Closing Arrangements:** 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;

(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.

27.
- Tender:** 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.

28.
- Risk:** 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.

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29. **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.
30. **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.
31. **Time of the essence:** 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.
32. **Irrevocable:** 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.
33. **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 a schedule to this Agreement of Purchase and Sale and included on the USB key provided at the Pre-Delivery Inspection. The Buyer further acknowledges and agrees that the Buyer's personal information, including this Agreement of Purchase and Sale, may be disclosed to Enercare and consents to such disclosure and Enercare's collection and use of such personal information. 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.
34. **Vendor's Residency:** The Vendor hereby represents that it is not a non-resident company as defined in Section 116 of the Income Tax Act.
35. **Survey:** 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.
36. **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.
37. **Interpretation: Schedules** "A", "B", "D", "E", "G", "T" **C-1, O, M-2**
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.
38. 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.

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39. **Personal Information:**
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;
- (a)
- (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.
- (c) 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 affiliates 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.
40. 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.
41. **Facsimile:** 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.
42. **Purchaser’s Solicitor:** 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.
43. **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.

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IN WITNESS WHEREOF the Purchaser has hereunto set his hand and seal

the 19 day of October , 2024 .

Witness

Witness

IN WITNESS WHEREOF the Vendor has executed the agreement

the 19 day of October , 2024 .

Purchaser's Address:

774 Hazelnut Crescent

Ottawa, Ontario

K1T 0K3

Telephone Number(s):

Home: 613-425-1855

Work: 613-744-2555

Cell: 613-415-2810

Solicitors Info:

Phone:

Signé par :
Boniface Basambombo Kanjuka

Purchaser

Birth Date: October 28, 1960

Signé par :
Suzanne Mumba Mubiayi

Purchaser

Birth Date: August 24, 1961

VALECRAFT HOMES (2019) LIMITED

DocuSigned by:
Per: A04F827301214EE...

Name: F. Nieuwkoop

Title: Vice President

I HAVE THE AUTHORITY TO BIND THE CORPORATION

Vendor's Address:

1455 Youville Drive Suite 210

Orleans, Ontario K1C 6Z7

Phone: 613-837-1104

Fax: 613-837-5901

Vendor's Solicitor:

Sylvie Patenaude

Sicotte Guilbault

1-5925 boul. Jeanne D'Arc Blvd.

Ottawa, Ontario, K1C 6V8

Phone: 613-590-2516

Email: spatenaude@sicotte.ca

SCHEDULE “A”
PLACE ST. THOMAS

Attached to and forming Part of this Agreement of Purchase and Sale for Builder's Lot Unit/Lot: E25 - PH6
Plan 50M-352 , in the Township of Russell, in the Province of Ontario (the “Real Property”).

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;
 - (iii) 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
 - (iv) The whole or such portion of the mass earth moving or general grading deemed 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.

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- (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 Ottawa, ON this 19 day of October, 2024.

SIGNED, SEALED AND
DELIVERED in the presence of

Signé par :
Boniface Basambombo Kanyuka
Purchaser

October 28, 1960
Birth Date

Witness:

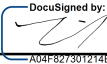
Signé par :
Suzanne Mumba Mubiyi
Purchaser

August 24, 1961
Birth Date

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

Dated at Ottawa, ON this 19 day of October, 2024

Valecraft Homes (2019) Limited

Per: 

SCHEDULE "B"
SPECIFICATIONS PHASE 6 TOWNHOMES 100 SERIES

PLAN 50M-352 Place St. Thomas 6 MODEL: #120, Huntley, Std LOT: E25 - PH6

CIVIC ADDRESS: 729 Namur Street
Annexed to the Agreement of Purchase and Sale between VALECRAFT HOMES (2019) LIMITED
and Boniface Basambombo Kanyuka & Suzanne Ntumba Mubiayi
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 Municipality approved Grading Plan

EXTERIOR FINISHES

- Brick, stone, vinyl & /or vinyl cedar shakes on front façade as per plan
- KWP Eco Board as per plan on select models
- Maintenance-free vinyl siding with aluminium soffit and fascia as per plan.
- Limited Lifetime warranty self-sealing fiberglass roof shingles
- Maintenance-free Low E Argon filled Zone 2 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 (except Models 105 & 130 c/w full lite garden door) as per plan
- Oversized rear basement window as per plan
- Screens on all operating windows including basement and sliding patio door
- Steel sectional overhead garage door with 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
- Column as per plan.
- "Bristol" vertical Aluminum Mail Box in black or equivalent
- Exterior colour packages are pre-selected by the Vendor
- 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 or equivalent structure
- Party (common) wall 2" x 4" studs staggered @ 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 and Walkout walls: R-20 Fiberglass batt + R5 Continuous Insulated OSB Panel
- Party (common) wall R-12 Fiberglass batt
- Ceiling attics: R-50 Fiberglass blown
- Fully insulated & drywalled garage
- Floors over unheated space: R-40 Fiberglass batt or blown
- Cathedral/sloped ceilings R-31 Fiberglass batt (where applicable)
- Concrete Basement exterior walls: R-20 Fiberglass batt, to approx. 8" above finished floor max.
- 6 Mil polyethylene vapour barrier

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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 with LED bulbs
- Ceiling Fixture in dining room (where applicable as per plan) with LED bulbs
- Chrome Bathroom Vanity Light fixture in all bathrooms with LED bulbs
- Two exterior weather protected plugs
- Silver light fixture package supplied and installed by the Vendor with LED bulbs
- Electrical outlet in garage ceiling for future garage door opener

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 and 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 as per plan (except Model 170)
- 5' fiberglass tub/shower combo 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
- 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 direct 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- Standard In Great Room of Model 170 Only:

- Natural gas direct vented fireplace with decorative black trim kit w/ spark ignition
- 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 of carpet throughout.
- Ceramic tile w/self-sealing grout at front entrance, powder room, kitchen/dinette, laundry room, main and ensuite bathrooms (from Builder's Standard selections) as per plan
- 3 1/8" Engineered natural red oak hardwood flooring in Great Room/Living Room, Dining Room, Lower Hallway & 2nd Floor Hallway where applicable as per plan.


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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
- 4 1/8" 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 door hardware on interior doors
- Security deadbolt at front entrance door and garage entry door inside home (balcony door on model 130)
- Kitchen cabinetry with laminate countertops
- Vanities with laminate countertops (including backsplash in same material) in all bathrooms (except powder room as per plan)
- Approx. 36" upper kitchen cabinetry
- Kitchen cabinetry opening for future dishwasher
- Kitchen pantry where applicable 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
- Single full width Melamine Laundry shelf approximately 12" Deep to be installed in all main & second floor laundry rooms above washer and dryer.
- Soft close on all cabinetry doors & drawers (excluding corner cabinets)

INTERIOR FINISHES:

- 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:

- 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.
- ADDITIONAL WINDOWS** - Additional windows to side elevations are subject to limiting distance as per Current Ontario Building Code and Municipal Zoning.
- MULTI-MEDIA** - The Purchaser understands that all Multi Media locations are approximate and vary from chosen locations.
- 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.
- 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.
- 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.)

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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.
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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. 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.
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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).

Signé par :

Boniface Basambombo Kanyuka

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PURCHASER

Signé par :

Suzanne Mumba Mubiyi

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PURCHASER

October 19, 2024

DATE

LOT NUMBER:

E25 - PH6

DocuSigned by :

A04F827301214EE

VALECRAFT HOMES (2019) LIMITED

October 19, 2024

DATE

MODEL:

#120, Huntley, Std

PROJECT:

Place St. Thomas 6

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 a 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.

The Purchaser shall provide proof of funds or financing approval confirmation 15 days after the Vendor’s written request for same, which request may be made from time to time, on one or more occasions.

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 Ottawa, ON this 19 day of October, 2024

Witness

Signé par :
Boniface Basambombo Kanjuka
7AE709AC10E2410...
Purchaser

Witness

Signé par :
Suzanne Mumba Mubayi
ED487D807F30421...
Purchaser

VALECRAFT HOMES (2019) LIMITED

BLOCK/UNIT: E25 - PH6

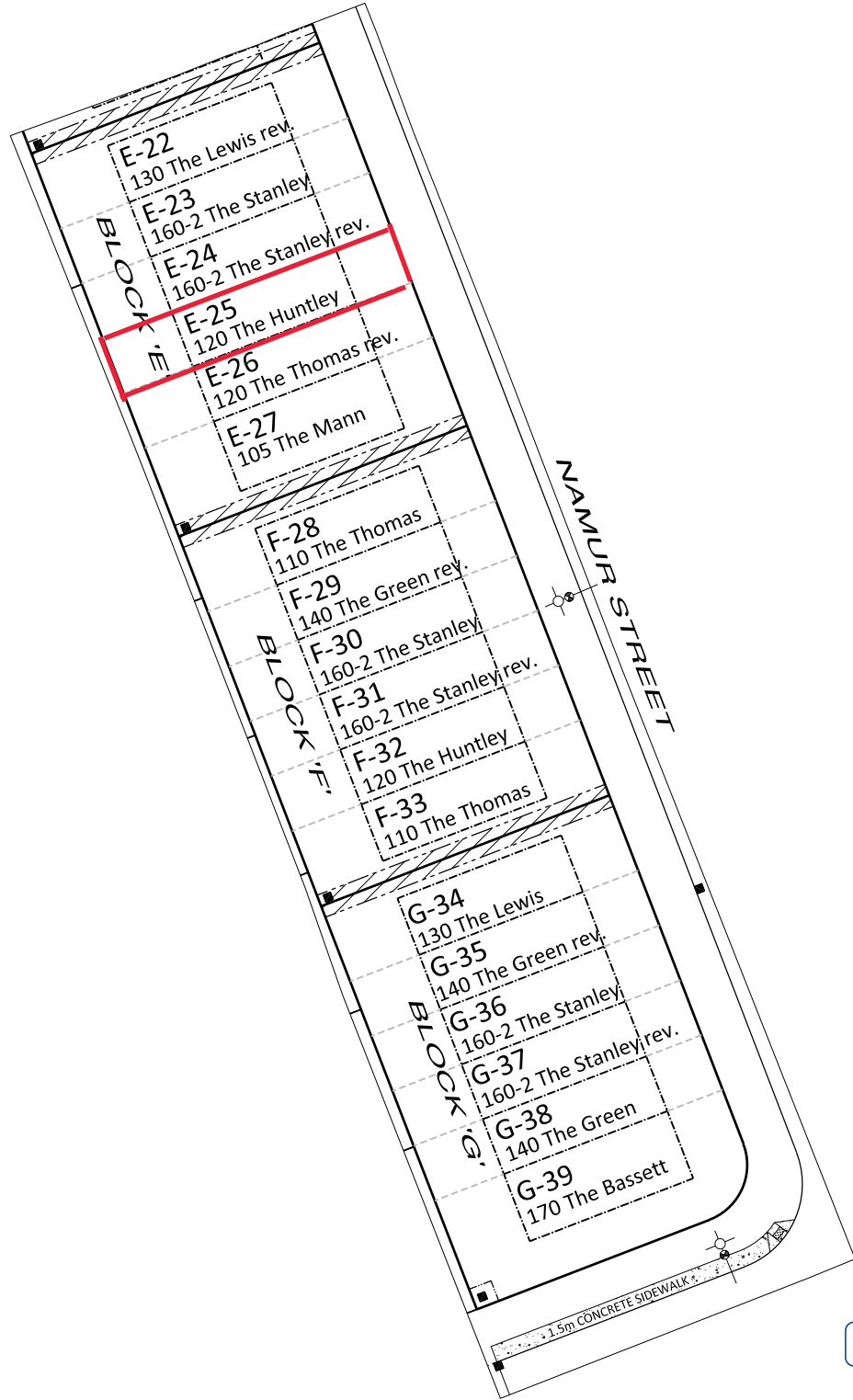
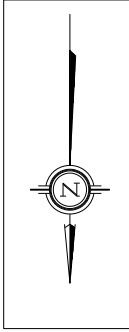
DocuSigned by:
[Signature]
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PER

PLAN: 50M-352

October 19, 2024

PROJECT: Place St. Thomas 6

DATE:



SITE PLAN

E & OE October 01, 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

Place St. Thomas – Phase 6
Lot: PST PH6 E25
Model: #120, Huntley, Std
Purchasers: Boniface Basambombo Kanyuka
Suzanne Ntumba Mubiayi

LEGEND:

- SERVICE EASEMENT
- CATCH BASIN
- FIRE HYDRANT

*LOCATION OF OTHER SERVICE UTILITIES TO BE DETERMINED

SCHEDULE “D”



Valecraft
Homes (2019) Limited

Paraphe
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FN



Valecraft Homes Limited

Schedule “E”

Freehold Form
(Tentative Closing Date)
Community: Place St. Thomas 6
Lot E25 Plan 50M-352

Statement of Critical Dates

Delayed Closing Warranty

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

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

VENDOR Valecraft Homes (2019) Limited

PURCHASER Boniface Basambombo Kanyuka & Suzanne Ntumba Mubiayi
Full Name(s)

1. Critical Dates

The **First Tentative Closing Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is: the 19 day of November, 2024.

A **Second Tentative Closing Date** can subsequently be set by the Vendor by giving proper written notice at least 90 days before the First Tentative Closing Date. The Second Tentative Closing Date can be up to 120 days after the First Tentative Closing Date, and so could be as late as: the 19 day of March, 2025.

The Vendor must set a **Firm Closing Date** by giving proper written notice at least 90 days before the Second Tentative Closing Date. The Firm Closing Date can be up to 120 days after the Second Tentative Closing Date, and so could be as late as: the 17 day of July, 2025.

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

The Vendor can set a **Delayed Closing Date** that is up to 365 days after the earlier of the Second Tentative Closing Date and the Firm Closing Date: This **Outside Closing Date** could be as late as: the 19 day of March, 2026.

2. Notice Period for a Delay of Closing

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

Notice of a delay beyond the First Tentative Closing Date must be given no later than: the 21 day of August, 2024.
(i.e., at least **90 days** before the First Tentative Closing Date), or else the First Tentative Closing Date automatically becomes the Firm Closing Date.

Notice of a second delay in Closing must be given no later than: the 19 day of December, 2024.
(i.e., at least **90 days** before the Second Tentative Closing Date), or else the Second Tentative Closing Date becomes the Firm Closing Date.

3. Purchaser’s Termination Period

If the purchase of the home is not completed by the Outside Closing Date, then the Purchaser can terminate the transaction during a period of **30 days** thereafter (the “**Purchaser’s Termination Period**”), which period, unless extended by mutual agreement, will end on: the 20 day of April, 2026.

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

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

PURCHASER: Signé par : Boniface Basambombo Kanyuka
7AE70A4C1DE2410...

Acknowledged this 19 day of October, 2024.

PURCHASER: Signé par : Suzanne Ntumba Mubiayi
ED487D607F30421...

Acknowledged this 19 day of October, 2024.

VENDOR: DocuSigned by: [Signature]
A04F827301214EE...



Freehold Form
(Tentative Closing Date)

Addendum to Agreement of Purchase and Sale
Delayed Closing Warranty

This addendum, including the accompanying Statement of Critical Dates (the “**Addendum**”), forms part of the agreement of purchase and sale (the “**Purchase Agreement**”) between the Vendor and the Purchaser relating to the Property. This Addendum is to be used for a transaction where the home purchase is in substance a purchase of freehold land and residential dwelling. This Addendum contains important provisions that are part of the delayed closing warranty provided by the Vendor in accordance with the *Ontario New Home Warranties Plan Act* (the “ONHWP Act”). If there are any differences between the provisions in the Addendum and the Purchase Agreement, then the Addendum provisions shall prevail. **PRIOR TO SIGNING THE PURCHASE AGREEMENT OR ANY AMENDMENT TO IT, THE PURCHASER SHOULD SEEK ADVICE FROM A LAWYER WITH RESPECT TO THE PURCHASE AGREEMENT OR AMENDING AGREEMENT, THE ADDENDUM AND THE DELAYED CLOSING WARRANTY.**

Tarion recommends that Purchasers register on Tarion’s **MyHome** on-line portal and visit Tarion’s website – **tarion.com**, to better understand their rights and obligations under the statutory warranties.

The Vendor shall complete all blanks set out below.

VENDOR	Valecraft Homes (2019) Limited		
	Full Name(s)		
	47491	210-1455 Youville Drive	
	Tarion Registration Number		
	613-837-1104	Orleans	Ontario K1C 6Z7
	Phone	City	Province Postal Code
	613-837-5901	info@valecraft.com	
	Fax	Email*	
PURCHASER	Boniface Basambombo Kanyuka & Suzanne Ntumba Mubiayi		
	Full Name(s)		
	774 Hazelnut Crescent	Ottawa	Ontario K1T 0K3
	Address		
	613-415-2810 / 343-987-1871	City	Province Postal Code
	Phone	b_boniface@outlook.com	
	Fax	Email*	

PROPERTY DESCRIPTION
729 Namur Street
Municipal Address
Embrun
City
Ontario
Province
K0A 1W0
Postal Code
Lot E25, Block 31 of Plan 50M-352, Embrun ON
Short Legal Description

Number of Homes in the Freehold Project 65 (if applicable – see Schedule A)

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

- (a) The Property is within a plan of subdivision or a proposed plan of subdivision.
If yes, the plan of subdivision is registered.
If the plan of subdivision is not registered, approval of the draft plan of subdivision has been given.

☒ Yes ☐ No
☒ Yes ☐ No
☐ Yes ☐ No
- (b) The Vendor has received confirmation from the relevant government authorities that there is sufficient:
(i) water capacity; and (ii) sewage capacity to service the Property.

☒ Yes ☐ No

If yes, the nature of the confirmation is as follows: Township of Russell

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

- (c) A building permit has been issued for the Property.

☒ Yes ☐ No
- (d) Commencement of Construction: ☒ has occurred; or ☐ is expected to occur by the ____ day of _____, 20__.

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

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

Paraphe BBk Purchaser	Paraphe SMM Purchaser	DS FN Vendor
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Freehold Form
(Tentative Closing Date)

SETTING AND CHANGING CRITICAL DATES

1. Setting Tentative Closing Dates and the Firm Closing Date

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

2. Changing the Firm Closing Date – Three Ways

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

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

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

4. Changing Critical Dates – By Mutual Agreement

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

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Purchaser

Paraphe

Purchaser

DS
FN

Vendor



Freehold Form
(Tentative Closing Date)

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

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

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

5. Extending Dates – Due to Unavoidable Delay

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

EARLY TERMINATION CONDITIONS

6. Early Termination Conditions

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

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Purchaser

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Purchaser

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FN

Vendor



Freehold Form
(Tentative Closing Date)

Condition #1 (if applicable)

Description of the Early Termination Condition:

N/A

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

The date by which Condition #1 is to be satisfied is the

Condition #2 (if applicable)

Description of the Early Termination Condition:

N/A

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

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

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

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

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

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Purchaser

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SMM
Purchaser

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FN
Vendor



Freehold Form
(Tentative Closing Date)

MAKING A COMPENSATION CLAIM

7. Delayed Closing Compensation

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

8. Adjustments to Purchase Price

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

MISCELLANEOUS

9. Ontario Building Code – Conditions of Closing

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

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Purchaser

Paraphe

Purchaser

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FN
Vendor



Freehold Form
(Tentative Closing Date)

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

10. Termination of the Purchase Agreement

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

11. Refund of Monies Paid on Termination

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

12. Definitions

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

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

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

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“**Critical Dates**” means the First Tentative Closing Date, the Second Tentative Closing Date, the Firm Closing Date, the Delayed Closing Date, the Outside Closing Date and the last day of the Purchaser’s Termination Period.

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

“**Early Termination Conditions**” means the types of conditions listed in Schedule A.

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

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

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

“**Property**” or “**home**” means the home including lands being acquired by the Purchaser from the Vendor.

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

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

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

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

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

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

13. Addendum Prevails

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

14. Time Periods, and How Notice Must Be Sent

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

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15. Disputes Regarding Termination

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

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**SCHEDULE A
Types of Permitted Early Termination Conditions**

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

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

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

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

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

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

2. The following definitions apply in this Schedule:

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

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

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

3. Each condition must:

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

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

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

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**SCHEDULE B
Adjustments to Purchase Price or Balance Due on Closing**

PART I Stipulated Amounts/Adjustments

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

- 1. Preparation of transfer fee by Builder’s solicitor as stated in Clause #26 of the Agreement of Purchase & Sale. \$275.00 + HST= \$310.75

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

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

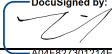
- 1. Land Transfer Tax based on final purchase price less HST as stated in Clause #26 of the Agreement of Purchase & Sale.
- 2. Property Taxes as per final statement of adjustments as stated in Clause #11 of the Agreement of Purchase & Sale.
- 3. Real Estate Transaction Levy Surcharge as per final statement of adjustments as stated in Clause #13 of the Agreement of Purchase & Sale.
- 4. Administrative charges to set up assessment roll number and change of records as per final statement of adjustments as stated in Clause #14 of the Agreement of Purchase & Sale.
- 10. Delay in Closing by Purchaser of \$250.00 +HST per day as per final statement of adjustments as stated in Clause #20 of the Agreement of Purchase & Sale.
- 11. Maximum GST/HST rebate based on final purchase price less HST as stated in Schedule “G” Clause # 8 of the Agreement of Purchase & Sale.
- 12. Tarion Enrolment Fee based on final purchase price less HST as stated in Clause #12 of the Agreement of Purchase & Sale. Tarion Enrolment Calculation Table can be viewed on-line at tarion.com. See chart on page 11 as a guide.
- 13. Additional upgrades/deletions contained in the attached Amendment to the Agreement of Purchase and Sale dated N/A.

Signed at Ottawa, ON, this 19 day of October, 2024.

Signé par :
Boniface Basambombo Kanjuka
7AE704AC1DE2410...
Purchaser

Valecraft Homes (2019) Limited

Signé par :
Suzanne Numba Mubiyi
ED487DB07F30421...
Purchaser

DocuSigned by:

A04F827301214EE...
Per:

October 19, 2024
Date:

Lot #: PST PH6 Lot E25

Project: Place St. Thomas 6



Freehold Form
(Tentative Closing Date)

Enrolment Fee Calculation Table (Effective January 1, 2024)

Estimated Sales Price* Range			Tarion Enrolment Fee	13% HST	Total Per Home Amount to be submitted to Tarion
Up to	-	\$300,000.00	\$585.00	\$76.05	\$661.05
\$300,000.01	-	\$350,000.00	\$655.00	\$85.15	\$740.15
\$350,000.01	-	\$400,000.00	\$725.00	\$94.25	\$819.25
\$400,000.01	-	\$450,000.00	\$815.00	\$105.95	\$920.95
\$450,000.01	-	\$500,000.00	\$890.00	\$115.70	\$1,005.70
\$500,000.01	-	\$550,000.00	\$970.00	\$126.10	\$1,096.10
\$550,000.01	-	\$600,000.00	\$1,020.00	\$132.60	\$1,152.60
\$600,000.01	-	\$650,000.00	\$1,460.00	\$189.80	\$1,649.80
\$650,000.01	-	\$700,000.00	\$1,555.00	\$202.15	\$1,757.15
\$700,000.01	-	\$750,000.00	\$1,615.00	\$209.95	\$1,824.95
\$750,000.01	-	\$800,000.00	\$1,685.00	\$219.05	\$1,904.05
\$800,000.01	-	\$850,000.00	\$1,750.00	\$227.50	\$1,977.50
\$850,000.01	-	\$900,000.00	\$1,885.00	\$245.05	\$2,130.05
\$900,000.01	-	\$950,000.00	\$1,955.00	\$254.15	\$2,209.15
\$950,000.01	-	\$1,000,000.00	\$2,020.00	\$262.60	\$2,282.60
\$1,000,000.01	-	\$1,250,000.00	\$2,190.00	\$284.70	\$2,474.70
\$1,250,000.01	-	\$1,500,000.00	\$2,260.00	\$293.80	\$2,553.80
\$1,500,000.01	-	\$1,750,000.00	\$2,440.00	\$317.20	\$2,757.20
\$1,750,000.01	-	\$2,000,000.00	\$2,815.00	\$365.95	\$3,180.95
\$2,000,000.01	-	\$2,250,000.00	\$3,190.00	\$414.70	\$3,604.70
\$2,250,000.01	-	\$2,500,000.00	\$3,565.00	\$463.45	\$4,028.45
\$2,500,000.01	-	\$3,000,000.00	\$4,125.00	\$536.25	\$4,661.25
\$3,000,000.01	-	\$3,500,000.00	\$4,875.00	\$633.75	\$5,508.75
\$3,500,000.01	-	\$4,000,000.00	\$5,625.00	\$731.25	\$6,356.25
\$4,000,000.01	-	or more	\$6,000.00	\$780.00	\$6,780.00

Important Notes:

1. The Enrolment Fee is considered a taxable supply under the Excise Tax Act: Tarion HST #: 12154 6931 RT0001)
2. Amount of Enrolment Fee Designated for Capital Replenishment for 2024: \$100+HST This amount is built into the fee schedule set out above and is not an additional payment.
3. The Enrolment Fee applicable to each condominium unit in a *residential condominium conversion project* will have an Enrolment Fee which is two times the fee noted in column 2.
4. The per enrolment cancellation fee for 2024 is: \$50+HST.

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

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(Tentative Closing Date)



Warranty Information for
New Freehold Homes

This information sheet provides a basic overview of the warranties and protections that come with your new home. This warranty is provided to you by your builder and backed by Tarion. For more detailed Information visit [tarion.com](https://www.tarion.com) and log into our online learning hub at www.tarion.com/learning hub

The Pre-Delivery Inspection (PDI)

Before you take possession of your new home, your builder is required to conduct a pre-delivery inspection (PDI) with you or someone you designate to act on your behalf. If you wish, you may be accompanied by someone who can provide expert assistance. The PDI is important because it is an opportunity to learn about how to operate and maintain parts of your home, such as the ventilation, plumbing, and heating systems. It is also important because it gives you an opportunity to note items in your home that are damaged, missing, incomplete, or not working properly before you take possession of your home. This record is also significant as it may help show what items may have been damaged before you moved in and helps resolve any disputes relating to whether or not an item of damage was caused by the use of the home.

The PDI is only one piece of evidence relating to damaged or incomplete Items, and you should note and document (e.g. via photos or video) any concerns or damaged items as soon as you notice them after taking possession if they were missed on your PDI. If the damaged items are not addressed by your builder, you can include them in your 30-Day Form to Tarion. Damaged items are covered under the warranty if the damage was caused by the builder or their trades. There is more information about the PDI here: www.tarion.com/learninghub

Deposit Protection

The deposit you provide to your builder is protected up to certain limits if your builder goes bankrupt, fundamentally breaches your Agreement of Purchase and Sale or you exercise your legal right to terminate it. Deposit coverage limits are \$60,000 if the purchase price is \$600,000 or less and 10% of purchase price to a maximum of \$100,000 if the purchase price is over \$600,000. This protection includes the money you put down towards upgrades and other extras.

Delayed Closing Coverage

Your builder guarantees that your home will be ready for you to move in by a date specified in the Agreement of Purchase and Sale or a date that has been properly extended (if for certain reasons the original closing date cannot be met). You may be able to claim up to \$7,500 from your builder in compensation if they do not meet the conditions for an allowable extension that are outlined in the Addendum to your Agreement of Purchase and Sale.

Warranty Coverage

The warranty on work and materials commences on your date of possession and provides up to a maximum of \$300,000 in coverage. There are limitations on scope and duration as follows. Your builder warrants that your home will, on delivery, have these warranties:

One-Year Warranty

- Your home is constructed in a workmanlike manner, free from defects in material, is fit for habitation and complies with Ontario’s Building Code
- Protects against the unauthorized substitution of items specified in the Agreement of Purchase and Sale or selected by you

Two-Year Warranty

- Protects against water penetration through the basement or foundation walls, windows, and the building envelope
- Covers defects in work or materials in the electrical, plumbing, and heating delivery and distribution systems
- Covers defects in work or materials that result in the detachment, displacement, or deterioration of exterior cladding (such as brick work, aluminum, or vinyl siding)
- Protects against violations of Ontario’s Building Code that affect health and safety

Seven-Year Warranty

- Protects against defects in work or materials that affect a structural load-bearing element of the home resulting in structural failure or that materially and adversely compromise the structural integrity; and/or that materially and adversely affect the use of a significant portion of the home.

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Warranty Exclusions

Your warranty, provided to you by your builder and backed by Tarion, is a limited warranty - not all deficiencies are covered. And the protection provided by Tarion is also limited. Exclusions to coverage include: normal wear and tear, damage caused by improper maintenance, damage caused by a third party, secondary damage caused by defects that are under warranty, supplementary warranties, deficiencies caused by homeowner actions, elevators, HVAC appliances, specific defects accepted in writing and damage resulting from an Act of God.

Construction Performance Guidelines

The Construction Performance Guidelines are a resource to provide advance guidance as to how Tarion may decide disputes between homeowners and builders regarding defects in work or materials. The Construction Performance Guidelines are intended to complement Ontario’s Building Code. They are supplemented by any applicable guidelines or standards produced by industry associations. They do not replace manufacturer warranties. The Construction Performance Guidelines are available in several different formats accessible via cpg.tarion.com.

Important Next Steps

- 1. Visit Tarion’s website to learn more about your warranty coverage and the process for getting warranty assistance, as well as your rights, responsibilities, and obligations as a new homeowner.
- 2. Prepare for your pre-delivery inspection (PDI). Visit Tarion’s website for helpful resources, including a PDI Checklist and educational videos.
- 3. Register for Tarion’s MyHome right after you take possession. MyHome is an online tool you can use from your computer or mobile device that allows you to submit warranty claims and upload supporting documents directly to your builder and Tarion. It also alerts you to important dates and warranty timelines, allows you to receive official correspondence from Tarion electronically, and schedule an inspection with Tarion when you need assistance.

About Tarion

Tarion is a not-for-profit organization that administers Ontario’s new home warranty and protection program. Our role is to ensure that purchasers of new homes receive the warranties and protections, provided by their builder and backstopped by Tarion, that they are entitled to by law.

Contact us at **1-877-982-7466** or customerservice@tarion.com.

Find more warranty information at Tarion.com

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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.

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Purchaser

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Purchaser

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Vendor

6. The Purchaser acknowledges and agrees that the Purchase Price set forth in this Agreement has been arrived at on the basis that the Purchase Price includes all Extras, premiums and bonuses and excludes any Extras ordered pursuant to a Change Order following the date of execution of this Agreement. The Purchaser acknowledges that the purchase of additional Extras following the date of execution of this Agreement may push the Purchase Price of the Real Property into a different sales tax category for the purposes of determining the amount of the New Housing Rebate, and that this may lower the amount of said New Housing Rebate applicable to the transaction. If a reduced New Housing Rebate is applicable under the Legislation due to the purchase of Extras following the date of execution of this Agreement, the Purchaser agrees to compensate the Vendor for the, amount by which the New Housing Rebate used to calculate the Purchase Price listed in the "Purchase Price" section herein exceeds the actual applicable New Housing Rebate, such amount to be credited to the Vendor as an adjustment on closing.
7. The Parties acknowledge that for purposes of Land Transfer Tax, the total consideration to be inserted in the Transfer/Deed of Land for this transaction shall be the total Purchase Price including Extras excluding HST and the New Housing Rebate, namely \$490,265.49 . The Purchaser is responsible for payment in full of the Land Transfer Tax and the cost of registration of the transfer. The consideration value is subject to change, pursuant to any and all extras that are ordered pursuant to a Change Order following the date of the execution of this Agreement.
8. The Purchaser agrees to execute all further documents required by the Vendor after closing to give effect to this Schedule.

Signed at Ottawa, ON this 19 day of October , 2024

Signé par :

Boniface Basamblombo Kanyuka

7AE7024C1DE2410

PURCHASER

VALECRAFT HOMES (2019) LIMITED

Signé par :

Suzanne Mumba Muliaayi

E10487DB07F30321

PURCHASER

DocuSigned by :



A04F827301214EE

PER:

October 19, 2024

DATE:

PROJECT: Place St. Thomas 6 LOT: E25- PH6

SCHEDULE "M-2"
Completed Inventory Home

LOT: E25 - PH6 PLAN: 50M-352 SITE: Place St. Thomas 6

MODEL: #120, Huntley, Std CLOSING DATE: November 19, 2024

SCHEDULE "M-2" to the Agreement of Purchase and Sale between VALECRAFT HOMES (2019) LIMITED, Vendor and Boniface Basambombo Kanyuka & Suzanne Ntumba Mubiayi Purchaser (s).

The Purchaser(s) acknowledge and understand that they are purchasing a completed Inventory Home and agree that all finishings will remain as selected and installed by the Vendor.

As such the Purchaser(s) agree that no repair or remediation shall be carried out by the Vendor in regards to normal wear and tear and/or minor scratches and blemishes to interior finishes including, but not limited to, hardwood flooring, ceramic floor tiles, countertops, and all painting finishes.

Dated at Ottawa, ON this 19 day of October, 2024

Witness

Witness

Signé par :
Boniface Basambombo Kanyuka
7AE70A4C1DE2410...
Purchaser

Signé par :
Suzanne Ntumba Mubiayi
ED467D607F50421...
Purchaser

VALECRAFT HOMES (2019) LIMITED

DocuSigned by:
[Signature]
A04F827301214EE...

PER _____
DATE: October 19, 2024

SCHEDULE "O"

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

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

SCHEDULE "O" to the Agreement of Purchase and Sale between VALECRAFT HOMES (2019) LIMITED, Vendor and Boniface Basambombo Kanyuka & Suzanne Ntumba Mubiayi Purchaser (s).

Dated at Ottawa, ON this 19 day of October, 2024

Witness

Signé par :
Boniface Basambombo Kanyuka
7AE70A4C1DE2410...
Purchaser

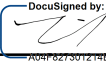
Witness

Signé par :
Suzanne Ntumba Mubiayi
8C0487D807F30421...
Purchaser

PROJECT: Place St. Thomas 6

LOT: E25 - PH6

VALECRAFT HOMES (2019) LIMITED

DocuSigned by :

AD0F627301214EE...
PER

October 19, 2024
DATE:

SCHEDULE "T"

Personal Information of Each Purchaser - Individuals

(1)

Full Name:

Boniface Basambombo Kanyuka

Business Address:

4000 Labelle St., Ottawa ON K1J 1A1

Business Telephone Number:

613-744-2555

Home Address:

774 Hazelnut Cres., Ottawa ON K1T 0K3

Home Telephone Number:

613-425-1855

Occupation:

CECSC - Teacher

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:

B0724-09406-01028

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Purchaser

(2)

Full Name:

Suzanne Ntumba Mubiayi

Business Address:

4000 Labelle St., Ottawa ON K1J 1A1

Business Telephone Number:

613-744-2555

Home Address:

774 Hazelnut Cres., Ottawa ON K1T 0K3

Home Telephone Number:

343-987-1871

Occupation:

CECSC - Special Educator

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:

N8412-72806-15824

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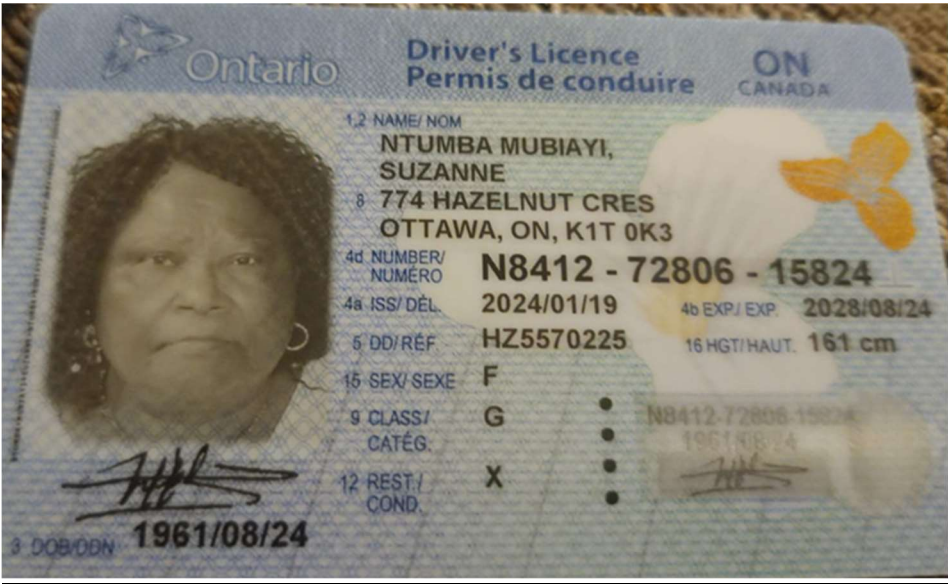
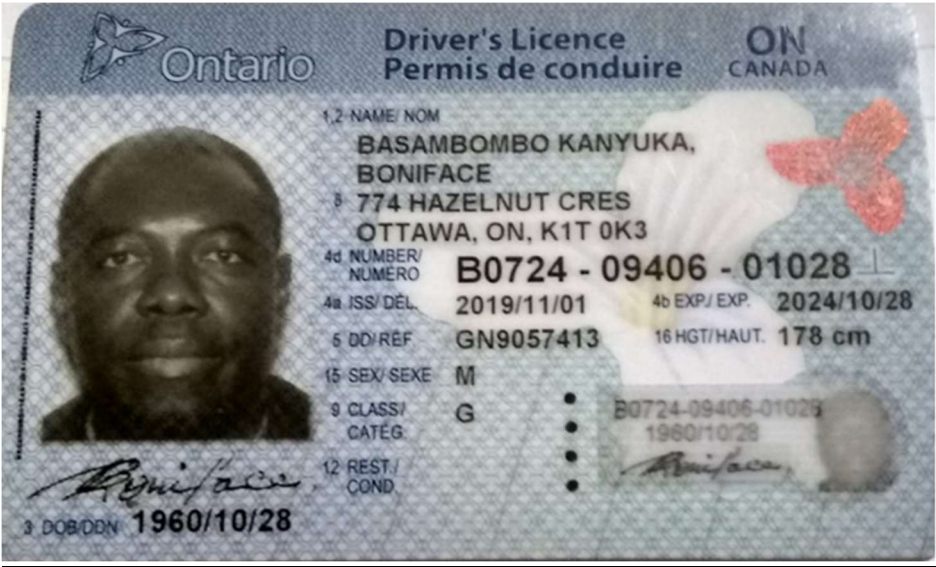
Purchaser

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Purchaser

SCHEDULE "T"



Project: Place St. Thomas 6
Plan No: 50M-352
Lot No: E25 - Phase 6
Model: #120, Huntley, Std
Date: October 19, 2024

Purchaser: Boniface Basambombo Kanyuka
Purchaser: Suzanne Ntumba Mubiayi



TARION

SUPPORTING YOUR NEW HOME WARRANTY

Register your purchase agreement with Tarion

Start your new home buying journey right!

It's simple!



Use this QR code to go
right to the Signup page.

OR

Go to [Myhome.tarion.com](https://myhome.tarion.com)
and click the button.

Register My Purchase Agreement





TARION

SUPPORTING YOUR NEW HOME WARRANTY

Why register?

Registering a purchase agreement is simple, fast, and benefits you in several ways:

- 1 Creates a record of the purchase with Tarion.
- 2 Allows Tarion to provide you with key information on the builder's warranty on your new home before you even get the keys to your new home.
- 3 Helps Tarion combat illegal building.

A home is one of life's biggest purchases and it's important that you know your rights and how Tarion is here to help.

What happens when I register?

Once you register your purchase agreement, you will receive an automated email from Tarion.

This welcome email includes:

- > Information on the warranty,
- > Links to key resources like the Homeowner Learning Hub, and
- > How to contact Tarion in the event of an issue.

Getting this information now allows you as a purchaser of a new home to learn about your new home warranty before you move in.

A home is one of life's biggest purchases and it's important that you know your rights – and Tarion is here to help.

To learn more about the new home buying journey visit [Tarion.com](https://tarion.com)



Warranty coverage for your new freehold or contract home

Learn about the warranty that covers new homes in Ontario,
your responsibilities as a homeowner, your builder's role and
how Tarion can help.



Contact us



Tarion.com



customerservice@tarion.com



1 877 982 7466

Follow us



@Tarion.ON



@Tarion_ON



@tarion_on



@tarion_on

Buying a newly built home?

This guide explains the most important things to know about your new home warranty.

Whether you're buying your first home, your next home or an income property, a home is one of life's biggest investments.

The new home ownership journey can be exciting, but it doesn't always go as planned.

As part of Ontario's new home warranty program, your builder's warranty protects you from specific financial losses and construction defects, but getting the home you were promised also means knowing your rights and responsibilities.

As an independent, non-profit, consumer protection organization, our team at Tarion is here to help. We've supported thousands of homeowners like you in understanding their home warranty coverage and navigating the claims process.

Until the day you get your keys, and throughout your seven-year warranty period, think of Tarion as your partner in protecting your new home.

About Tarion

In Ontario, most newly built homes come with a warranty that's provided by the builder and supported by Tarion, an independent, not-for-profit organization established by the provincial government.

At Tarion, we believe that every new home buyer deserves the peace of mind that they're getting the home they were promised. Our role is to ensure that Ontario's new home buyers receive the coverage they're entitled to under their builder's warranty.

We support homeowners by:

- **Providing the MyHome online portal**, which helps you manage your warranty and report defects to the builder and Tarion
- **Facilitating fair dispute resolution** between homeowners and builders, related to warranty coverage, repairs or customer service
- **Assessing claims** to determine if they're warranted, either through an on-site inspection or an alternative method of investigation
- **Stepping in** when a builder fails to address a valid warranty claim, resolving the claim directly with the homeowner either through compensation or repairs by a third party
- **Managing a guarantee fund** to protect new home buyers, which covers compensation for warranty claims

Here for you at every stage of your new home warranty journey

We offer tools, resources and guides to help you understand your new home warranty and navigate the claim process with confidence – if and when you need it.





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Your builder's role

Your new home warranty is provided by your builder, and they are responsible for:

- **Ensuring that your new home is built properly.**
This means that it's constructed in accordance with Ontario's Building Code, is fit for habitation, and is free from defects in work and materials and major structural defects as set out under the statutory warranty
- **Providing you with information about your warranty coverage** at the time of your purchase
- **Conducting a pre-delivery inspection (PDI) with you,** on or before the closing date and explaining how the various systems in your home work
- **Providing you with a warranty certificate upon your home's completion,** which indicates when your new home warranty takes effect
- **Being reasonably accessible to you to address customer service issues,** including investigating issues with your home to determine if they're covered by the warranty
- **Resolving valid warranty requests in a timely manner** by performing repairs or offering an acceptable alternative resolution

Your role as homeowner

As a new homeowner, you play an essential role ensuring that you get the warranty coverage you're entitled to.

Your rights and responsibilities include:

- **Understanding your warranty coverage and the process** for making warranty service requests and claims
- **Participating in the pre-delivery inspection (PDI)** by making note of incomplete, damaged, or missing items, and learning how to operate your home's systems
- **Properly maintaining your home** to preserve your warranty coverage
- **Bringing any warranty service requests to your builder's attention** in writing as soon as possible
- **Providing your builder with reasonable access** to your home to investigate and address warranty service requests
- **Submitting your claim within the appropriate timelines**, if you need warranty assistance from Tarion

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Deposit protection

The deposit you provide to your builder is protected up to certain limits if:

- > Your builder goes bankrupt
- > Your builder fundamentally breaches your agreement of purchase and sale
- > You exercise your right to terminate the agreement

Deposit coverage limits

Protection includes the money you put down towards upgrades and other extras.

Purchase price \$600,000 or less
> \$60,000 in coverage

Purchase price over \$600,000
> 10% of purchase price
to a maximum of \$100,000 in coverage

Delayed closing coverage

Your builder guarantees that your home will be ready for you to move into, either by a date specified in the purchase agreement or by a date that has been properly extended if circumstances require a delay in the home's completion.

You can find information about your closing date and any extensions your builder is allowed in the Statement of Critical Dates in the Addendum to your agreement.

You may be able to claim compensation from your builder for an improper delay of your closing date.

Coverage limit: \$7,500

Financial loss protection for contract homes

A contract home refers to a home built on land you already own. Under your contract with a builder, some or all of the money you give your builder may be protected.

If your builder fails to complete the work specified in the contract, you may be entitled to compensation for the difference between the amount you paid the builder and the value of the work and materials that were supplied.

Coverage limit: \$40,000

Work & materials

The warranty on work and materials lasts for seven years from the date you take possession of your new home.

Coverage limit: \$400,000



1 Year

- > **Requires** that your home is built properly and free from defects in work and materials
- > **Ensures** your home is fit for habitation
- > **Protects** against Ontario Building Code violations
- > **Safeguards** against unauthorized substitutions



2 Years

- > **Protects** against water penetration through the basement or foundation walls
- > **Protects** against defects in materials or work that results in water penetration into the building envelope
- > **Covers** defects in work or materials in the electrical, plumbing, and heating delivery and distribution systems
- > **Covers** defects in work or materials that result in the detachment, displacement, or deterioration of exterior cladding (such as brick work, aluminum, or vinyl siding)
- > **Protects** against Ontario Building Code violations that affect health and safety
- > **Provides** coverage against major structural defects

 7 Years _____

Provides coverage against major structural defects, including:

- **Defects in work or materials** that affect a structural load-bearing element of the home, resulting in a structural failure, or that could materially and adversely compromise the home’s structural integrity
- **Defects in work or materials** that materially and adversely affect the use of a significant portion of the home



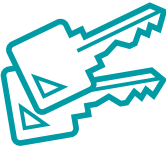
Making a warranty claim

Who does what?

Claims begin with you and your builder



Your builder's role: as the provider of the warranty, your builder is responsible for resolving warranty claims directly with you. They are required to resolve your warranted items, regardless of whether you ask Tarion for help.



Your role: You must notify your builder when an issue arises and give them an opportunity to review it and address it. As part of this process, you will need to give them access to your home to make any necessary repairs.



Tarion's role: Tarion can help in the warranty claim process if your builder fails to resolve your claim, or there is a dispute about whether an item is covered by the warranty. We can assess your claim and, if it's covered by the warranty, ensure that the issue is resolved.

To be eligible for Tarion's assistance, you must report your warranty claim within the relevant warranty timeframe. Use the MyHome portal to keep track of your warranty due dates.

Managing your warranty claims

It's easy!

Tarion's MyHome online portal is an easy-to-use and convenient way to manage your warranty claims.

Use MyHome to:

- **Stay up to date** with important warranty timelines
- **Submit warranty claims** to both your builder and Tarion simultaneously
- **Request Tarion's assistance** if you need it

We recommend that you register for MyHome as soon as you take possession of your new home.

Register for MyHome at [Tarion.com](https://tarion.com).



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Your pre-delivery inspection (PDI)

Before you take possession of your new home, your builder is required to conduct a pre-delivery inspection (PDI) with you. The PDI's main purpose is to make a note of items in your home that are damaged, missing, incomplete, or not working properly. It's also an opportunity to learn how to operate and maintain parts of your home, like the ventilation, plumbing, and heating systems.

The PDI form

The PDI form is a formal record of your home's condition before you take possession, and may be used as a reference for future warranty requests. During your PDI, your builder will use it to note any items of concern and give you a copy for your records.

If warranted repairs are required

Your builder is required to address any items noted on your PDI form that are covered under the warranty as soon as possible. If necessary, you can ask Tarion for assistance in getting these items resolved.

If items of concern aren't corrected

If your builder doesn't address items identified on your PDI form, and you'd like to get Tarion's help through the warranty program, you'll need to complete a warranty claim form.

Use the MyHome portal to complete and submit your warranty claim forms and keep track of important dates.

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What's next?

You've bought it – now own it

Protection is a shared responsibility. Visit [Tarion.com](https://tarion.com) to take 3 important next steps:

1. **Learn more** about the warranty coverage you're entitled to, and your responsibilities as a homeowner.
2. **Get ready** for your PDI with a PDI checklist, videos and other resources at [Tarion.com](https://tarion.com).
3. **Be prepared** by registering for the MyHome portal at [Tarion.com](https://tarion.com). After you take possession, this will help you file a warranty claim and ask Tarion for help if you need it.

Property - Lot #: PST PH6 Lot E25

Date: October 19, 2024

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Contact us



Follow us



VALECRAFT HOMES (2019) LIMITED

PROJECT: PLACE ST. THOMAS 3 LOT: PST PH6 Lot E25

CIVIC ADDRESS: 729 Namur Street, Embrun ON

RULES & REGULATIONS
CO - OPERATIVE BROKER AGREEMENT
WITHOUT EXCEPTION

- 1 a) Co-operating Agent must accompany their prospective purchaser on their first visit or introduction to the VALECRAFT SALES OFFICE at the site in which the prospective purchaser is buying.
- b) Registration on one VALECRAFT HOMES (2019) LIMITED site does not constitute registration on all sites.
- c) Registration cannot be accepted if the prospective purchaser has had previous contact with our Sales Office Representatives either by way of telephone, fax or e-mail or by way of the prospective purchaser making a visit to a VALECRAFT SALES OFFICE.
- 2 Co-operating agent will receive signed copy of registration at that time. Registration is valid for 30 days at each site where prospect has been registered.
- 3 No phone registrations are acceptable. Co-operating Agent must accompany each prospect to the applicable VALECRAFT HOMES (2019) LIMITED Sales Office.
- 4 Agreements of Purchase and Sale, mortgage applications, colour charts, etc., will be drawn up by VALECRAFT HOMES (2019) LIMITED Sales Agents.
- 5 Co-operating broker will receive 2.0% (of the base price less HST) Sales Commission on all Singles & Bungalows at the closing of each transaction provided the above conditions are met.
- 6 Rules and Regulations are subject to change from time to time. Each Registration is subject to the terms and conditions of the Co-operative Broker Agreement in force at the time each prospect is registered.
- 7 Broker is to prepare an original invoice and send to Head Office no more than 30 days prior to closing. (Only an original invoice by mail or by email (bmcintosh@valecraft.com) will be accepted.)

October 12, 2024
DATE OF REGISTRATION

Boniface Basambombo Kanyuka & Suzanne Ntumba Mubiayi
CLIENT'S NAME

613-425-1855
CLIENT'S TELEPHONE NO:

Adam Bowman
VALECRAFT SALES REPRESENTATIVE:

Michael Dapaah - Buyer Agent
Michel Lebeau - Listing Agent
AGENT'S NAME

Michael Dapaah - Keller Williams Integrity Realty
Michel Lebeau - EXIT Realty Matrix
AGENT'S OFFICE

Michael Dapaah - 613-883-9234
Michel Lebeau - 613-897-4048
AGENT'S TELEPHONE NO:

DocuSigned by: Michael Dapaah
DocuSigned by: Michel Lebeau
AGENT'S SIGNATURE

HEAD OFFICE USE ONLY		
Base Price	Less HST	Commission to be based on this amount.
Approved by Vendor (signing authority):		



RESIDENTIAL WATER HEATER AGREEMENT

LOT #:PST PH6 Lot E25

Water Heater Model: Envirosense 50100	Current Calendar Year Rental Rate: \$60.18
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1. Commitment. “Our”, “us” “we” or “Enercare” means **Enercare Home and Commercial Services Limited Partnership**. Our commitment to you, our rental customer, (“**you**”, “**your**” or “**customer**”), is to provide you with a reliable, trouble- free water heater in accordance with this Residential Water Heater Agreement (the “**Agreement**”). The water heater (“**Water Heater**”) you rent from us, as set out above, is backed by Enercare to the extent provided in this Agreement.

2. Term. The term of this Agreement commences on the date you agreed to this Agreement (which is the same as the date of your agreement of purchase and sale for the home). The term of the Water Heater rental ends if this Agreement is terminated by you or us in accordance with its terms (which, for greater certainty, includes you exercising your buyout option in accordance with the terms of this Agreement) or when the useful life of the Water Heater has ended. The useful life of the Water Heater ends when Enercare or its authorized service provider determines, having regard to the relevant factors, including without limitation, the age of the Water Heater and the cost of any repairs to be made to the Water Heater, that it is no longer commercially reasonable to repair the Water Heater. For greater certainty, you do not have any right to subsequently request a different water heater than the one you rent from us under this Agreement.

3. Our Obligation to You. Our obligation to you is to service and repair the Water Heater with no service charges or parts replacement charges **except** in the following circumstances:

- a) if you (or a third party not authorized by us) alter, modify, adjust, damage, service, repair, move or disconnect, the Water Heater;
- b) if service or repairs to the Water Heater are necessary because the Water Heater was used for an unintended or unauthorized purpose, including non- residential purposes;
- c) unless you are paying our hard water rental rate, if the Water Heater requires de-liming, flushing or other repair due to water conditions or the quality of the environment in which the Water Heater is situated. For greater certainty, Enercare determines hard water conditions. In such situations, we cover only diagnostic work;
- d) where venting, piping, wiring, plumbing, ducting and/or electric services requires cleaning, repair, replacement or installation, including to meet applicable laws or installation requirements;
- e) where re-setting is required due to FVIR “lock-out” as described below under “Customer Advisory”;
- f) if you fail to maintain the Water Heater in accordance with the requirements set out below under “Customer Obligations - Safety”;
- g) for service charges or parts replacement related to the use of load control devices, peak savings, load timers and all other energy saving devices; or
- h) if you fail to notify us as described below under “Customer Obligations - Duty to Maintain”.

Should you require assistance, our 24-hour per day, 7 days per week emergency phone number is **1-844-enercare**. Should we update this phone number, the updated number can be found on the Enercare website at www.enercare.ca.

4. Customer Obligations. In return for fulfilling our obligations to you, you agree that:

- a) Rental Charges –** The rate on the date of this Agreement for your monthly rental charge is indicated above. You will be responsible for paying rental charges from the date the Water Heater is installed or, if you purchased the premises after the Water Heater was installed, from the closing date of the purchase. We may increase our rental rates on January 1 of each calendar year by a percentage up to the percentage increase to CPI plus 2%. For the purposes of this Agreement, “CPI” means the All-items Consumer Price Index (not seasonally adjusted) for Ontario or the equivalent thereof, or any comparable successor index thereof, published by Statistics Canada in October in respect of the immediately preceding September to September period, or by any other equivalent or duly authorized department of the Government of Canada (for clarity, the Consumer Price Index in Canada is expressed in terms of 2002 = 100). We will notify you of any such rental rate increases in advance in bill inserts, by letter or by any method permitted by law.
- b) Payment of Charges –** You will pay your charges billed under this Agreement when due. You agree to pay HST and any other taxes payable in connection with this Agreement. Your charges may be included on your utility bill, or we may choose to bill you separately or through our service provider. Acceptable methods of payment, which currently include pre-authorized payment, payment by cheque, by telephone or in person, or online banking, will be set out on the bill you receive. Should any payment be returned for non- sufficient funds (“NSF”), you agree to pay a NSF charge of \$25. A late payment charge will apply to all overdue amounts on your bill, including applicable federal and provincial taxes. The rate for late payment charges is 1.5% per month or 18% per year (for an effective rate of 19.56% per year). Your bill is due on the date indicated on the bill.
- Late Payment Charges on your Enbridge Gas Distribution (“EGD”) Bill** (applicable only if your charges are included on your EGD bill) – A late payment charge will apply to all overdue amounts on your EGD bill, including applicable federal and provincial taxes. The late payment

charge will be calculated and applied as approved by the Ontario Energy Board (“OEB”). The current OEB- approved late payment rate is 1.5% per month or 18% per year (for an effective rate of 19.56% per year). Your EGD bill is due when you receive it, which is considered to be three days after the bill date. If you do not pay your bill in full by the late payment effective date on the first page of your EGD bill, a late payment charge equal to the late payment rate multiplied by a total of all unpaid charges will be added to your EGD bill.

c) Access – You will provide us with timely access to the Water Heater whenever required by us to perform our obligations or exercise our rights under this Agreement.

- d) Safety –** You will use the Water Heater safely and responsibly. In particular, you will:
 - i) maintain effective operation of any plumbing and pumping systems supplying water to the Water Heater;
 - ii) ensure that no combustible, hazardous or flammable materials are used or stored in the same room as, or near, the Water Heater;
 - iii) ensure that the Water Heater is not confined in a location where it is difficult to service or remove or where there is inadequate ventilation;
 - iv) provide us with access to the Water Heater whenever reasonably required for purposes of inspection, repair, maintenance or removal;
 - v) inspect the area around the Water Heater on a regular basis for any sign of water leakage;
 - vi) contact us for service if you see any sign of carbon or rust on the bottom or sides of the Water Heater or any signs of water leakage;
 - vii) ensure that the Water Heater is located in an area with sufficient drainage in the vicinity, and that the drainage is open, unrestricted and effective;
 - viii) if the Water Heater is gas-fired, ensure that the vents and openings for combustion air are kept clear and clean and otherwise well-maintained and there is adequate ventilation; and
 - ix) not permit anyone who has not been authorized by us to service, repair, modify, alter, adjust, move or disconnect the Water Heater.

e) Duty to Maintain – If the Water Heater is gas-fired, you are required, as the user of the Water Heater, under law to ensure that it is maintained in a safe operating condition [Ontario regulation 212/01 Section 15]. In the event that a service or repair is required please call **1-844-enercare**.

- f) Ownership, Credit and Security Interest.** You agree that:
 - i) if more than one customer is named on the account, each of you is individually liable, and all of you are collectively liable, for all obligations imposed on you by this Agreement;
 - ii) during the term of this Agreement, the Water Heater remains our property, does not become a fixture, and you will not tamper with any tag(s) or sticker(s) identifying the Water Heater as rented equipment or that it is owned by us;
 - iii) we may inquire about your credit history and, if necessary, use the personal information you have provided to us to do so. For greater certainty, you authorize any credit reporting agency to give us credit or other personal information about you from time to time during the term of this Agreement. You can withdraw this authorization at any time. If you do or we are not satisfied with the results of any credit check, we may end this Agreement and the provisions of “Termination - Termination by Us” will apply;
 - iv) you will promptly inform us of any change in your: (i) mailing address at least 30 days in advance of such change; and/or (ii) if previously provided, bank account or credit card information promptly after such change is made;
 - v) this Agreement is binding upon and will enure to your heirs, personal representatives, successors and permitted assigns; and
 - vi) we may register, at your expense, our interest in the Water Heater against you and/or against title to the premises. To the extent permitted by law, you agree to waive any right to receive a copy of such registration and appoint us as your lawful attorney for the purpose of doing any such registrations. You agree that the Water Heater will remain personal property even though it may become affixed to the premises. You agree to keep the Water Heater free of all liens, security interests, mortgages and other claims.

5. Sale of your Home – If you sell or otherwise transfer the premises, you are required to inform the transferee, at or before the effective date of the sale or transfer, of the existence of this Agreement and the rental Water Heater installed in the premises. We will permit the transferee to assume your rights and obligations under this Agreement, effective from the date of sale or transfer; provided that:

- a) you or your representative notify the transferee in the sale or transfer agreement that the Water Heater is rented and is subject to this Agreement;
- b) you or your representative advise us in advance of the transferee’s name and the intended date of sale or transfer;
- c) you or your representative advise us in advance of the address and telephone number where you can be contacted after the date of sale or transfer;
- d) the transferee agrees in writing or by conduct to assume your



obligations under this Agreement; and

e) you have paid us all amounts owing under this Agreement.

Unless and until these conditions are satisfied, or unless Enercare otherwise waives any or all of these conditions, which we are under no obligation to do, you will remain responsible for the Water Heater rental and your obligations under this Agreement, including making all rental payments. You hereby authorize us to respond to information requests relating to your account made by or on behalf of the transferee.

6. Customer Advisory. The Water Heater may be equipped with flammable vapour ignition resistant (“**FVIR**”) technology. Enercare encourages you to read the Water Heater Use & Care Manual provided to you upon or after installation of the Water Heater. Certain activities such as, without limitation, painting or using solvents could cause the FVIR technology to “lockout” the Water Heater causing it to no longer function until reset by a qualified service technician. Resetting the Water Heater caused by FVIR “lockout” is not covered by Enercare under this Agreement and, if applicable, you will be charged for both parts and labour at our then current rates.

7. Warranties and Liability.

- a) **Warranties** – We make no representations, warranties or conditions as to the performance of the Water Heater except for those which are given by statute and which you cannot waive and except any express warranties provided by the manufacturer of the Water Heater, except as provided below. Subject to you carrying-out your obligations under this Agreement (including those under “Customer Obligations”) and subject to the limitations set out under “Liability”, we hereby warrant that the Water Heater will work and provide hot water, and will not leak or rupture, for the term of this Agreement, reasonable wear and tear excepted. We are not the manufacturer of the Water Heater and we are not making any warranty or guarantee in respect of it, the supplier or the manufacturer of the Water Heater, including whether the Water Heater is suitable for you, except as provided above. Any warranties or guarantees provided under applicable legislation are hereby excluded to the extent permitted by law.
- b) **Liability** – Except as otherwise expressly provided in this Agreement, we will not be liable for any loss, damage or injury of any type (including as a result of water leakage or any electrical or natural gas related events) arising out of or related to this Agreement or caused or contributed to in any way by the supply, installation, use and/or operation of the Water Heater. We shall not be responsible for any indirect, incidental, special or consequential damages, even if reasonably foreseeable. If we are unable to perform any of our obligations under this Agreement because of circumstances or events beyond our control, we shall be excused from the performance of such obligations for the duration of such circumstances or events and we shall not be liable to you for such failure to perform.
- c) **Indemnity** – You will indemnify us from all claims, losses and costs that we may suffer or pay or may be required to pay, including legal expenses, in connection with this Agreement, including its termination or enforcement, or the supply, use and/or operation of the Water Heater including any claims against us for any injury or death to individuals or damage to property, including from your negligence or misuse of the Water Heater. This obligation survives the termination of this Agreement for any reason.
- d) **Insurance** – During the term of this Agreement, you are responsible for any loss or damage to the Water Heater from any cause, whether or not insured, until all of your obligations under this Agreement have been fulfilled.

8. Personal Information About You. We collect personal information about you in order to establish and manage our, and our authorized service provider's, business relationship with you. We won't knowingly share this information with third parties without your permission, other than to service providers, parties that provide us with credit information, parties to whom we transfer, assign, encumber or otherwise dispose of this Agreement or the Water Heater or otherwise in accordance with our Privacy Policy which is available at enercare.ca/privacy-policy or can be obtained from our Privacy Officer. In light of this, you hereby (i) consent to the collection, use, disclosure and maintenance of personal information and to receiving commercial electronic messages and promotional offers (such as tips to help you run your home or place of business more efficiently and reliably, special money-saving offers available to our customers and news about products and services that may be of interest to you) in accordance with the terms of our Privacy Policy, you may opt out at any time by contacting our Privacy Officer using the information below; (ii) authorize us to use and disclose your personal information to: verify your identity when you request information about your account by telephone or email; bill, collect payment, manage your account and/or supply services to you under this Agreement; review information about your bill payments; provide to our authorized technicians and other companies that provide service under this Agreement; comply with law enforcement and/or a legal requirement; process past due accounts of yours which have been passed to a debt collection agency; and undertake a credit reference check and we agree that the results thereof, any other personal information provided by or about you shall be handled by us in accordance with applicable laws and the Privacy Policy; and (iii) if your Water Heater is billed by your gas utility, you authorize your gas utility to provide us with any information about your Water Heater, including charges and payment information. We may record our telephone conversation with you and disclose the recordings to achieve the purposes set out in this section.

You may contact our Privacy Officer to discuss any questions or concerns related to the Privacy Policy, how your information is being handled, or

to request that your personal information be revised or removed from our promotional list by telephone at 416-649-1862, e-mail at privacy@enercare.ca, or mail at: Privacy Officer, Enercare Inc., 7400 Birchmount Rd., Markham, ON L3R 5V4.

9. Termination

Termination by Us – If you fail to meet any of your obligations (including payment obligations) set out in this Agreement, you agree that we may terminate this Agreement and bill you for the applicable buyout price and on the other terms set out below under “Termination – Termination by You”. You agree to pay the buyout price when invoiced by us.

Termination by You – Your sole method of terminating this Agreement prior to the end of the useful life of the Water Heater is to purchase the Water Heater. You may purchase the Water Heater at any time for a buyout price that reflects, among other things, the unpaid cost of the Water Heater and related installation, finance and servicing costs, which buyout price can be found on our website. You can also confirm the buyout price by calling an Enercare Rental Specialist at **1-877-334-1846**. You may exercise your buyout option by notifying us in writing or by calling an Enercare Rental Specialist at **1-877-334-1846**.

When you exercise your buyout option, you accept the Water Heater in an “as-is” condition, subject to the balance of any transferable manufacturer's warranty, and you assume full responsibility for the Water Heater and its repair and maintenance. You also agree to pay the buyout price when invoiced by us.

Once payment has been received for the buyout price, and no other amounts are outstanding pursuant to this Agreement, this Agreement will end for the Water Heater and, as set out more particularly below in the section called “End of this Agreement”, you will have no further obligation to pay rent and we will have no further obligation to you.

10. End of this Agreement. At the end of this Agreement (for whatever reason):

- a) **Rent** – you are not obligated to rent and we are not obligated to supply replacement equipment (including a water heater), unless we mutually agree at the time and enter into a new water heater rental agreement.
- b) **Replacement** – Enercare is not responsible for replacing the Water Heater or re-connecting any ancillary or other equipment including without limitation venting, piping, plumbing, wiring, ducting, and/or electrical services.
- c) **Removal and Disposal** – if the Water Heater has reached the end of its useful life and we are not installing a replacement Water Heater, you shall at such time own the Water Heater, and if you wish for us to disconnect and/or dispose of the Water Heater, you must contact us by calling 1-877-334-1846 to make such arrangements. We will charge you in accordance with our then current fee schedules for removals or disposals.
- d) **No Further Obligations** – you will have no further obligation to pay rent (other than rent owing prior to the end of this Agreement) and, subject to any statutorily mandated requirements, we will have no further obligations of any kind or manner to you.

11. Assignments. We may transfer, assign, encumber or otherwise dispose of all or any part of our interest in this Agreement and/or the Water Heater to another party at any time without notice to you and without your permission. To the extent permitted by law, you will not assert against any transferee any claims, defences, set-offs, deductions or counter-claims which you may now or in the future be entitled to assert against us. Except as otherwise provided in this Agreement, you may not transfer, assign or encumber all or part of your interest in this Agreement or the Water Heater without our prior written consent (see the section called “Sale of your Home”).

12. Invalidity of Provision. If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, such provision shall be severed and the remainder of this Agreement shall continue to remain in full force and effect subject to such modifications as may be necessary to carry out the provisions and intent of this Agreement.

13. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and federal laws of Canada applicable therein.

14. Entire Agreement and Amendments. You understand that this Agreement is the entire agreement between you and us and supercedes all prior agreements, understandings or discussions, whether oral or written, and there are no warranties, representations or other agreements except as specifically set out in this Agreement. This Agreement may be amended from time to time by us by notice in bill inserts, by letter or by any method permitted by law in which case you will have the option to not accept such amendment and retain this Agreement unchanged.

15. How to Contact Us. You may contact us as follows:
Enercare Home Services
7400 Birchmount Road
Markham, Ontario L3R 5V4
Attention: “Rental Administration”
1-844-enercare (1-844-363-7227)
Visit us at enercare.ca

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Lot #: **PST PH6 Lot E25**

Purchaser: **Boniface Basambombo Kanyuka**

Purchaser: **Suzanne Ntumba Mubiayi**

Date: **October 19, 2024**





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*.

Note

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 , even if the house is purchased by several individuals) Last name, first name, and initial(s) Basambombo Kanyuka, Boniface		Business number (if applicable) R T	
If more than one individual purchased the house, list all of the other purchaser(s). Attach a separate sheet if you need more space.			
Last name, first name, and initial(s) of other purchaser Ntumba Mubiayi, Suzanne		Last name, first name, and initial(s) of other purchaser	
Address of the house you purchased (Unit No. – Street No. Street name, RR) 729 Namur Street			
City Embrun		Province or territory Ontario	Postal code K 0 A 1 W 0
Home telephone number 613-425-1855	Daytime telephone number 613-415-2810	Extension	Language preference ☒ English ☐ French
Mailing address of claimant ☒ As above or Unit No – Street No Street name, PO Box, RR			
City	Province/Territory/State	Postal/ZIP code	Country

Section B – House information

Did you purchase the house for use as your, or your relation's, primary place of residence? ☒ Yes ☐ No		Date purchase agreement was signed by both you and the builder (if the agreement was signed on different dates, use the later date): Year Month Day	
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, <i>GST/HST New Residential Rental Property Rebate Application</i> .			
Date ownership of the house or the share in the co-op was transferred to you: Year Month Day		Date possession of the house was transferred to you: Year Month Day	
Legal description of property – Lot, plan, concession, range, parcel, section, etc. You will find the description on your deed, or another land transfer document available from your provincial land registry office. Where applicable, use the strata lot for the lot number.			
Lot No: E25	Plan No: 50M-352	Other: Embrun, ON	
If a mobile home, state: Manufacturer:		Model: Serial number:	

FOR INTERNAL USE ONLY

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Protected B when completed

Section C – Housing and application Type**Type of housing** (tick one box)
☒ House (including condominium unit)
 ☐ Mobile home (including modular home)
 ☐ Floating home
 ☐ Bed and breakfast
 ☐ Duplex

Application Type (tick one box). See Guide RC4028, *GST/HST New Housing Rebate*, to verify that you meet the conditions to claim the rebate. In all cases the builder or co-op must complete Section D.

Rebate applications filed by the builder – Where the builder pays the amount of the rebate directly to you or credits it against the total amount payable for a new house (including a mobile home or a floating home). Give the completed application to your builder.

- 1A** ☒ When you buy both the house and land from the same builder or you buy a mobile home. (Do not tick Type 1A if you bought a mobile home and you lease land that is not a site in a residential trailer park from the vendor of the home. Tick Type 1B in this case.) Complete Part I of Section F to calculate the rebate.
- 1B** ☐ When you buy a house and lease the land from the same builder. (Do not tick Type 1B if you bought a mobile home from a vendor that also leases to you a site in a residential trailer park. Tick Type 1A in this case.) The lease must provide you with an option to buy the land, or must be for a term of at least 20 years. Complete Part II of Section F to calculate the rebate.

Rebate applications you file directly with us – Where we pay the rebate directly to you for a new house (including a mobile home or a floating home).

- 2** ☐ When you buy both the house and land from the same builder or you buy a mobile home. (Do not tick Type 2 if you bought a mobile home and you lease land that is not a site in a residential trailer park from the vendor of the home. Tick Type 5 in this case.) Complete Part I of Section F to calculate the rebate. Attach a copy of your Statement of Adjustments.
- 3** ☐ When you buy a share of the capital stock of a co-op. Complete Part III of Section F to calculate the rebate. Attach a copy of your Statement of Adjustments.
- 5** ☐ When you buy a house and lease the land from the same builder. (Do not tick Type 5 if you bought a mobile home from a vendor that also leases to you a site in a residential trailer park. Tick Type 2 in this case.) The lease must provide you with an option to buy the land, or must be for a term of at least 20 years. Complete Part II of Section F to calculate the rebate. Attach a copy of your Statement of Adjustments (or invoice in the case of a mobile home).

Section D – Builder or co-op information

Builder's or co-op's legal name Valecraft Homes (2019) Limited				Business number (if applicable) 7 2 1 0 1 0 7 1 8 R T 0 0 0 1											
Address (Unit No. – Street No. Street name, PO Box, RR) 210-1455 Youville Dr.										City Orleans					
Province/Territory/State Ontario			Postal/ZIP code K1C 6Z7		Country Canada			Telephone number 613-837-1104			Extension				

Did the builder either pay the amount of the rebate directly to the purchaser or credit it against the total amount payable for the house? ☐ Yes ☐ No

If **yes**, the builder has to send this completed form, including any applicable provincial rebate schedule, to us. For more information and instructions, see page 4.

For Type 1A or 1B, enter the reporting period covered by the GST/HST return in which a deduction is taken by the builder. The builder must take the deduction in the reporting period during which the amount of the rebate is paid or credited to the purchaser.

From

Year	Month	Day

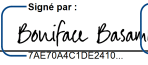
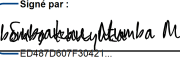
 to

Year	Month	Day

Signature of builder or authorized official	Name (print)	Year	Month	Day

Section E – Claimant's Certification

I certify that the information given in this application, including any accompanying provincial rebate schedule and all supporting documents, is, to the best of my knowledge, true, correct, and complete in every respect. I have not previously claimed the "Total rebate amount," or any part of that amount, and I am eligible to claim this total rebate amount. I am not filing a second time for additional work or extras done on the house. **I also certify that the house is my, or one of my relation's, primary residence and is not intended as a rental property.**

Signature of the claimant	Signé par :  Signé par : 	Name (print)	Boniface Basambombo Kanyuka & Suzanne Ntumba Mubiayi	Year	Month	Day
				2	0	2
				4	1	0
				1	1	9

Protected B when completed

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
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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.)

		B
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GST/HST new housing rebate amount (enter the amount from line 4 of Form RC7190-WS).

		C
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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
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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
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Fair market value of the house (including the land and the building) when possession was transferred to you.

		G
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GST/HST new housing rebate amount (enter the amount from line 8 of Form RC7190-WS).

		H
--	--	----------

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
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Total rebate amount including any provincial rebate (line H plus line I).

		J
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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
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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.

		M
--	--	----------

Total rebate amount including any provincial rebate (line L plus line M).

		N
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Section G – Direct deposit request (complete only if you are filing a Type 2, 3, or 5 rebate application)

To have your refund deposited directly into your bank account, complete the information area below **or** attach a blank cheque with the information encoded on it and "VOID" written across the front.

Branch number

Institution number

Account number

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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 canada.ca/cra-info-source. 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. Areas: Sudbury/Nickel Belt, Toronto Centre, Toronto East, Toronto West, Toronto North, or Barrie.	Sudbury Tax Centre 1050 Notre Dame Avenue Sudbury ON P3A 5C1
• 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.

Certificate Of Completion

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Boniface Basambombo Kanyuka

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Michael Dapaah

michaeldapaah@kw.com

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Michel Lebeau

michel@tessierteam.ca

Security Level: Email, Account Authentication
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Suzanne Ntumba Mubiayi

missionstjean@gmail.com

Security Level: Email, Account Authentication
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Signer Events	Signature	Timestamp
Frank Nieuwkoop frank@valecraft.com Vice President Valecraft Homes Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Drawn on Device Using IP Address: 174.114.50.161 Signed using mobile	Sent: 10/21/2024 1:11:26 PM Viewed: 10/21/2024 4:27:14 PM Signed: 10/21/2024 4:28:48 PM
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
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Lisa Ballard lballard@valecraft.com Administrative Coordinator Valecraft Homes Ltd Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/21/2024 4:28:55 PM Viewed: 10/22/2024 9:34:55 AM
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Witness Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/19/2024 3:02:54 PM
Certified Delivered	Security Checked	10/21/2024 4:27:14 PM
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