

SUMMARY OF PRICING - VH2019				DATE:	
PROJECT: Place St. Thomas		LOT NO: E25			
Reg'd Plan #: 50M-352		MODEL: #120, Huntley, Std			
Name(s): Boniface Basambombo Kanyuka					
Name(s): Suzanne Ntumba Mubiayi					
		BASE PRICE:		\$615,900.00	
		ELEVATION:			
		LOT PREMIUM:			
		END LOT PREMIUM:			
		NET TOTAL COST OF UPGRADES:		\$41,623.00	
		CREDITS:		-\$5,000.00	
		SUBTOTAL:		\$36,623.00	
		TOTAL:		\$652,523.00	
		PURCHASER OFFER:		\$530,000.00	
		DIFFERENCE:		-\$122,523.00	
Décor Bonus applied in full				-\$5,000.00	
Invoice #1813 locked 3-Mar-23				\$16,053.00	
Invoice 1968 locked 1-May-23				\$25,570.00	
Accepted offer of \$530,000.00 as per F. Nieuwkoop & D. Brunet					
PURCHASER OFFER HST BREAKDOWN					
	OFFER PRICE EXCLUDING HST:			HST Formula 4	\$490,265.49
COMMENTS:					
*EXPECTED DATE OF CLOSING:				November 19, 2024	
1455 YOVILLE DRIVE, #210, ORLEANS, ONT. K1C 6Z7 - TEL: (613) 837-1104 / FAX: (613) 837-5901					

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

If you purchased this house as a rental property, you do **not** qualify for this rebate. You may qualify for the New Residential Rental Property Rebate instead. To apply for that rebate, you (not the builder) may use Form GST524, *GST/HST New Residential Rental Property Rebate Application*.

Date purchase agreement was signed by both you and the builder (if the agreement was signed on different dates, use the later date):

Year Month Day

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

IC NC

GST190 E (17)

(Ce formulaire est disponible en français.)

Canada

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)

721010718RT0001

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

Signature par :

Boniface Basambombo Kanyuka

Suzanne Ntumba Mubiayi

Name (print)

Boniface Basambombo Kanyuka & Suzanne Ntumba Mubiayi

Year

Month

Day

2

0

2

4

1

0

1

9

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

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

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

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

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

Part I – Rebate calculation for Application Type 1A or 2

GST paid or the federal part of the HST paid on the purchase of the house (enter the amount from line 1 of Form RC7190-WS). (If the purchase and sale agreement for the house was assigned to you and you paid the GST or the federal part of the HST on assignment, also include that tax paid on line A.)

A

Enter the purchase price of the house (**do not include** GST or HST). (If the purchase and sale agreement for the house was assigned to you and you paid the GST or the federal part of the HST on the assignment, also include the purchase price for the assignment on line B.)

B

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

C

Provincial new housing rebate amount – If you are eligible, complete the calculation on the applicable provincial rebate schedule and enter the amount from line C of that schedule.

D

Total rebate amount including any provincial rebate (line C plus line D).

E

Part II – Rebate calculation for Application Type 1B or 5

Total purchase price for the house (**do not include** amounts for the lease of the land or the option to purchase the land).

F

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

G

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

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

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

J

Part III – Rebate calculation for Application Type 3

Total purchase price for the share of the capital stock in the co-op. (If you purchased any other interest in the corporation, complex, or unit, also include the purchase price for that interest on line K.)

K

GST/HST new housing rebate amount (enter the amount from line 11 of Form RC7190-WS).

L

Provincial new housing rebate amount – If you are eligible, complete the calculation on the applicable provincial rebate schedule and enter the amount from line H of that schedule.

M

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

N

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

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

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.

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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:
<ul style="list-style-type: none">• 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
<ul style="list-style-type: none">• 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
<ul style="list-style-type: none">• 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.

<u>PURCHASERS ADDRESS:</u>	
PURCHASERS NAME(S)	Boniface Basambombo Kanyuka & Suzanne Ntumba Mubiayi
STREET	774 Hazelnut Crescent
CITY, PROVINCE	Gloucester, Ontario
POSTAL CODE	K1T 0K3
HOME PHONE	613-425-1855
WORK PHONE	613-744-2555
Cell Phone Purchaser (1)	613-415-2810
Cell Phone Purchaser (2)	343-987-1871
CIVIC	729 Namur Street
AGREEMENT BLOCK#	50M-352
PLAN	50M-352
HCRA Licence Number	47491
LOT (BUILDER'S LOT/UNIT)	E25
MODEL #	120
ELEVATION	
MODEL NAME	Huntley
ORIENTATION	Std
DWELLING (MODEL#, ELEV, OPT)	#120, Huntley, Std
PHASE	6
PROJECT	Place St. Thomas
SCHEDULES	C-1, O, M-2
PURCHASER OFFER	\$530,000.00
CLOSING DAY	19
CLOSING MONTH, YEAR	November, 2024
CLOSING DATE (MONTH DAY, YEAR)	November 19, 2024
DEPOSIT 1)	10,000
DEPOSIT 2)	N/A
DEPOSIT 3)	N/A
SALES REPRESENTATIVE	Adam Bowman
<u>SOLICITORS INFO</u>	
SOLICITOR NAME	
STREET	
CITY, PROVINCE	
POSTAL CODE	
PHONE	
<u>SCHEDULE T</u>	
PURCHASER 1	Boniface Basambombo Kanyuka
HOME ADDRESS (STREET, CITY, POSTAL CODE)	774 Hazelnut Cres., Gloucester ON K1T 0K3
HOME PHONE	613-425-1855
WORK ADDRESS (STREET, CITY, POSTAL CODE)	4000 Labelle St., Ottawa ON K1J 1A1
WORK PHONE	613-744-2555
OCCUPATION	CECSC - Teacher
ID TYPE	
ID NUMBER	
BIRTH DATE	
PURCHASER 2	Suzanne Ntumba Mubiayi
HOME ADDRESS (STREET, CITY, POSTAL CODE)	774 Hazelnut Cres., Gloucester ON K1T 0K3
HOME PHONE	343-987-1871
WORK ADDRESS (STREET, CITY, POSTAL CODE)	4000 Labelle St., Ottawa ON K1J 1A1
WORK PHONE	613-744-2555
OCCUPATION	CECSC - Special Educator
ID TYPE	
ID NUMBER	
BIRTH DATE	
PART OF LOT(S)(singles)	E25
PLACE SIGNED	Gloucester
SIGNING DAY	19
SIGNING MONTH	October
SIGNING YEAR	2024
SIGNING DATE (MONTH DAY, YEAR)	October 19, 2024
EMAIL ADDRESS (1)	b_boniface@outlook.com
EMAIL ADDRESS (2)	missionstjean@gmail.com
DATE: May 2, 2023	

SUZANNE N MUBIAYI
774 HAZELNUT CRES
OTTAWA ONTARIO K1T0K3

011

DATE 2024-10-23
A A A A M M J J

PAYEZ À Valecraft Homes (2019) 10,000 \$
L'ORDRE DE Dix mille / 100 DOLLARS
LA BANQUE DE NOUVELLE - ÉCOSSE
www.banquescotia.com 1-800-575-2424
186, RUE BANK
OTTAWA (ONTARIO) K2P 1W6
POUR Home deposit 066-E25

⑈011⑈ ⑆00026⑈002⑆ 06566⑈23⑈

Purchaser: Boniface Basambombo Kanyuka
Purchaser: Suzanne Ntumba Mubiayi

Project: Place St. Thomas PH7
Lot: PST PH6 E25
Plan: 50M-352
Model: The Huntley (120) STD
Date: October 19, 2024

Internal B1A			
Place St. Thomas - Phase 6			
PURCHASER: Inventory Lot_E25		Printed: 28-Oct-24 8:39 am	

LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
E25	6	120 THE HUNTLEY	

ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
*1 87532	1	- BONUS - DECOR CENTER CREDIT OF \$5. 000.00	\$ 0.00	Each
38173		Note: Decor Bonus of \$5,000.00 has been applied to the full purchase price.		
2 120313	1	- STANDARD - AIR CONDITIONING UNIT SIZED ACCORDING TO THE MODEL TYPE	\$ 0.00	Each
40440		Note: Location to be determined by Head Office		
*3 114859	1	- KITCHEN - CABINETRY - UPC9-2A - BUILDERS STANDARD CABINETRY - STANDARD LAYOUT. INCLUDES UPGRADE TO 42IN UPPERS WITH FILLER DETAIL ON UPPER KITCHEN CABINETRY TO STANDARD BULKHEAD	*\$ 537.00	Each
38175		Note: Purchaser Acknowledges and accepts that Upper Kitchen cabinetry upgraded wood doors will have center style. -As per UPC Sketch dated January 7, 2022.		
*4 112861	1	- ENSUITE BATH - ENSUITE - 4PC ENSUITE WITH TUB AND SEPARATE SHOWER IN BUILDERS STANDARD SELECTIONS	*\$ 6,054.00	Each
38176		Note: As per Schedule H dated January 7, 2022.		
*5 113379	1	- GREAT ROOM - RAILING - OAK COLONIAL POSTS. COLONIAL HANDRAILS & COLONIAL SPINDLES IN LIEU OF THE HALF WALL ON THE STAIRS ADJACENT TO GREAT ROOM C/W OPEN STRINGERS	*\$ 1,942.00	Each
38177		Note: As per Schedule H dated January 7, 2022.		
*6 113373	1	- UPPER HALL - RAILING - OAK COLONIAL POSTS. COLONIAL HANDRAILS & COLONIAL SPINDLES IN LIEU OF THE HALF WALL IN THE SECOND FLOOR HALLWAY	*\$ 1,391.00	Each
38178		Note: - As per Schedule H dated January 7, 2022.		
*7 120909	1	- FOYER - FOYER - UPGRADE STD SLIDING CLOSET DOORS TO 2 STD SWING DOORS	*\$ 465.00	Each
38262		Note: As per Schedule H dated January 7, 2022.		
*8 999	1	- ORBITAL UPGRADES AS PER ATTACHED QUOTE & SKETCH.	*\$ 535.00	Each
38361		Note: QUOTE DATED OR7136 REV. 01 DATED JANUARY 14, 2022.		
*9 998	1	- S&S ELECTRIC UPGRADES AS PER ATTACHED QUOTE & SKETCH.	*\$ 5,129.00	Each
38362		Note: QUOTE # SS5672 DATED JAUNARY 14, 2022.		

Sub Total	\$16,053.00
HST	\$0.00
Total	\$16,053.00

Vendor Initials: _____ Purchaser Initials: _____

CONSTRUCTION SCHEDULING APPROVAL

PER: _____

DATE: _____

Internal B1A			
Place St. Thomas - Phase 6			
PURCHASER: Inventory Lot_E25		Printed: 28-Oct-24 8:39 am	
LOT NUMBER E25	PHASE 6	HOUSE TYPE 120 THE HUNTLEY	CLOSING DATE

ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
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Payment Summary	
<u>Paid By</u>	<u>Amount</u>
Bonus	\$5,000.00
APS	\$11,053.00
<u>Total Payment:</u>	<u>\$16,053.00</u>

PURCHASER:

Inventory Lot_E25

19-Oct-24

DATE

VENDOR:

PER: Valecraft Homes (2019) Limited

DATE:

CONSTRUCTION SCHEDULING APPROVAL	
PER:	
DATE:	

Internal B1A			
Place St. Thomas - Phase 6			
PURCHASER: Inventory Lot_E25		Printed: 28-Oct-24 8:40 am	

LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
E25	6	120 THE HUNTLEY	

ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
10		1 - KITCHEN - DELETE #3 (UPC9-2A- builder's standard cabinetry. Includes upgrade to 42IN uppers with filler details on upper kitchen cabinetry to standard bulkhead)	-\$537.00	Each
40529		Note:		
*11		1 - KITCHEN - CABINETRY - UPC9-2A - LEVEL 1 CABINETRY - STANDARD LAYOUT. INCLUDES UPGRADE TO 42IN UPPERS WITH FILLER DETAIL ON UPPER KITCHEN CABINETRY TO STANDARD BULKHEAD	*\$ 737.00	Each
114873				
40530		Note: - Purchaser Acknowledges and accepts that Upper Kitchen cabinetry upgraded wood doors will have center style. - As per UPC Sketch and Kitchen sketch dated April 25, 2023 -Standard Kitchen Layout		
*12		*1 - KITCHEN - CABINETRY - ADJUST KITCHEN CABINETRY TO ACCOMMODATE NON-STANDARD REFRIGERATOR SIZE (PURCHASER TO PROVIDE DESIRED FRIDGE OPENING DIMENSIONS)	*\$ 125.00	Each
871				
40531		Note: - Purchaser(s) acknowledge that the number & or size of doors may be reduced in the surrounding cabinetry to accommodate. -Opening to be Approx. 36" x 72" - As per Kitchen Sketch dated April 25, 2023 -Standard Kitchen Layout		
*13		*1 - KITCHEN - CABINETRY - EXTEND FRIDGE UPPER TO APPROX. 2FT DEEP - LEVEL 1 SERIES CABINETRY	\$ 211.00	Each
117095				
40532		Note: - As per Kitchen Sketch dated April 25, 2023 -Standard Kitchen Layout		
14		1 - KITCHEN - UPGRADE UPPER AND LOWER CABINETS LOCATED BETWEEN FRIDGE AND CORNER PANTRY TO A FULL 24IN DEEP PANTRY IN LEVEL 1 CABINETRY - USE FULL LENGHT AVAILABLE.	\$ 605.00	Each
40533		Note: -See Item #31 (Upgraded cabinetry to pantry) -As per Kitchen Sketch dated April 25, 2023 -Standard Kitchen Layout		
15		1 - KITCHEN - UPGRADE PH6 STANDARD LAMINATE COUNTERTOP IN KITCHEN TO PH7 STANDARD QUARTZ COUNTERTOP . INCLUDES FLUSH BREAKFAST BAR	\$ 4,403.00	Each
40534		Note: -Eased Edge as per Countertop Edge profile sketch dated April 25, 2023 - standard kitchen layout - comes with gable ends in level 1 cabinetry		
*16		1 - - HARDWOOD - OAK - LAUZON - 3 1/8" STAINED - STANDARD AREAS	*\$ 2,159.00	Each
114315				
40535		Note: -As per Floorplan Sketch dated April 25, 2023		
*17		1 - KITCHEN - HARDWOOD - OAK - LAUZON - 3 1/8" STAINED - KITCHEN	*\$ 125.00	Each
114326				
40536		Note: -As per Floorplan Sketch dated April 25, 2023		
*18		1 - MASTER BEDROOM - HARDWOOD - OAK - LAUZON - 3 1/8" STAINED - MASTER BEDROOM / WIC	*\$ 4,897.00	Each
114337				
40537		Note: - 4 PC ensuite option -As per Floorplan Sketch dated April 25, 2023		
*19		1 - BEDROOM 2 - HARDWOOD - OAK - LAUZON - 3 1/8" STAINED - BEDROOM #2	*\$ 2,578.00	Each
114359				
40538		Note: -As per Floorplan Sketch dated April 25, 2023		

Vendor Initials: _____ Purchaser Initials: _____

PREPARED BY: Valerie Gendron
LOCKED BY: Lisa Ballard
PE 1.968-1
InvoiceSQL.rpt 01sept21

CONSTRUCTION SCHEDULING APPROVAL

PER: _____

DATE: _____

Internal B1A

Place St. Thomas - Phase 6

PURCHASER: Inventory Lot_E25

Printed: 28-Oct-24 8:40 am

LOT NUMBER E25	PHASE 6	HOUSE TYPE 120 THE HUNTLEY	CLOSING DATE
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ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
*20 114370 40539	1	BEDROOM 3 - HARDWOOD - OAK - LAUZON - 3 1/8" STAINED - BEDROOM #3 Note: -As per Floorplan Sketch dated April 25, 2023	*\$ 3,432.00	Each
21 165 40645	1	KITCHEN - TILE - WALL - BACKSPLASH - UPGRADE - BRONZE - - KITCHEN - BRONZE Note: -See Item #28 (Horizontal 1/2 Brick Installation) -Standard Kitchen Layout	\$ 129.00	Each
22 7 40585	1	- UNDERPAD - UPGRADE - LEVEL 1 - - UPPER STAIRCASE - LEVEL 1 Note: -As per Floorplan Sketch dated April 25, 2023	\$ 96.00	Each
23 7 40586	1	- UNDERPAD - UPGRADE - LEVEL 1 - - BASEMENT STAIRCASE - LEVEL 1 Note: -As per Floorplan Sketch dated April 25, 2023	\$ 90.00	Each
24 7 40587	1	- UNDERPAD - UPGRADE - LEVEL 1 - - FAMILY ROOM - LEVEL 1 Note: -As per Floorplan Sketch dated April 25, 2023	\$ 320.00	Each
25 40639	1	ENSUITE BATH - UPGRADE PH6 STANDARD LAMINATE COUNTERTOP IN 4PC ENSUITE TO PH7 STANDARD QUARTZ COUNTERTOP . Note: - 4PC ensuite bathroom -Eased Edge as per Countertop Edge profile sketch dated April 25, 2023	\$ 959.00	Each
26 40640	1	MAIN BATHROOM - UPGRADE PH6 STANDARD LAMINATE COUNTERTOP IN MAIN BATH TO PH7 STANDARD QUARTZ COUNTERTOP . Note: -Eased Edge as per Countertop Edge profile sketch dated April 25, 2023	\$ 639.00	Each
*27 120125 40641	*1	KITCHEN - OTR - BASIC - 1.7 C/F MICROWAVE WITH HOOD - UPGRADE TO STAINLESS STEEL Note:	*\$ 75.00	Each
28 162 40642	1	KITCHEN - TILE - WALL - BACKSPLASH - INSTALLATION - BRICK PATTERN - - KITCHEN - . Note: - Horizontal 1/2 brick installation as per Wall tile Sketch dated April 25-23 -See Item #34 (Upgraded kitchen backsplash to Bronze level) -Standard Kitchen Layout	\$ 71.00	Each
*29 524 40643	*3	- BATHROOMS - DELTA TRINSIC SINGLE HANDLE LAVATORY FAUCET W/ METAL POP - UP 559LF - MPU Note: -4pc Ensuite bathroom (1), main bathroom (1), powder room (1)	\$ 825.00	
30 40644	1	KITCHEN - DELTA 976LF-SS IN LIEU OF BUILDER'S STANDARD Note:	\$ 554.00	Each
31 254 40742	1	KITCHEN - CABINETRY HARDWARE - LEVEL 1 - - STANDARD KITCHEN - LEVEL 1 Note: - See item 14 (pantry)	\$ 231.00	Each

Vendor Initials: _____ Purchaser Initials: _____

PREPARED BY: Valerie Gendron
LOCKED BY: Lisa Ballard
PE 1,968-2
InvoiceSQL.rpt 01sept21

CONSTRUCTION SCHEDULING APPROVAL

PER: _____

DATE: _____

Internal B1A

Place St. Thomas - Phase 6

PURCHASER: Inventory Lot_E25

Printed: 28-Oct-24 8:40 am

LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
E25	6	120 THE HUNTLEY	

ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
32 254 40743		1 - <i>ENSUITE BATH</i> - CABINETRY HARDWARE - LEVEL 1 - - LUXURY ENSUITE BATHROOM - LEVEL 1 Note: - 4PC ensuite	\$ 44.00	Each
33 254 40744		1 - <i>MAIN BATHROOM</i> - CABINETRY HARDWARE - LEVEL 1 - - MAIN BATHROOM - LEVEL 1 Note:	\$ 22.00	Each
*34 112869 40984		1 - <i>KITCHEN</i> - CABINETRY - UPGRADE KITCHEN CABINETRY TO LEVEL 1 Note: Standard Layout	*\$ 2,364.00	Each
35 28041 40987		1 - <i>KITCHEN</i> - KITCHEN SINK - REGINOX ND1831UA/9 DOUBLE BOWL UNDERMOUNT SINK Note: -Standard Kitchen Layout -See Item #15 (Solid Surface Countertop) -See Item #30 (Upgraded faucet)	\$ 160.00	Each
36 40988		1 - <i>ENSUITE BATH</i> - CONTRAC CONNOR 17" OVAL UNDERMOUNT SINK 4210 CFY Note: -See item 4 (4 PC Ensuite) -See Item 29 (Upgraded Faucet) -See Item 25 (Solid surface countertop)	\$ 128.00	Each
37 40989		1 - <i>MAIN BATHROOM</i> - CONTRAC CONNOR 17" OVAL UNDERMOUNT SINK 4210 CFY Note: -See Item 29 (Upgraded Faucet) -See Item 26 (Solid surface countertop)	\$ 128.00	Each

Sub Total	\$25,570.00
HST	\$0.00
Total	\$25,570.00

Payment Summary

<u>Paid By</u>	<u>Amount</u>
Total Payment: _____	

PURCHASER: _____

Inventory Lot_E25

19-Oct-24
DATE

VENDOR: _____

PER: Valecraft Homes (2019) Limited

DATE: _____

PREPARED BY: Valerie Gendron

LOCKED BY: Lisa Ballard

PE 1,968-3

InvoiceSQL.rpt 01sept21

CONSTRUCTION SCHEDULING APPROVAL	
PER:	_____
DATE:	_____

Place St Thomas



From: Place St Thomas
Sent: Wednesday, October 16, 2024 1:04 PM
To: Frank Nieuwkoop
Cc: Diane Brunet; Lisa Ballard
Subject: RE: OFFER - PST PH6 Lot E25 - The Huntley (Realtor Michael Dapaah for Anne Mari & Guy)

We have a deal! **\$530,000.00 – 30 day closing**

Thanks!

Adam Bowman
New Home Sales Consultant



944 Lucerne Dr., Embrun ON K0A 1W0,
tel (613) 370-0288 : fax (613) 370-0311
valecraft.com
 

Confidentiality Note: This email may contain confidential and/or private information. If you received this email in error please delete and notify sender.

From: Frank Nieuwkoop <frank@valecraft.com>
Sent: Tuesday, October 15, 2024 11:54 PM
To: Place St Thomas <place-st-thomas@valecraft.com>
Cc: Diane Brunet <dbrunet@valecraft.com>
Subject: Re: OFFER - PST PH6 Lot E25 - The Huntley (Realtor Michael Dapaah for Anne Mari & Guy)

\$530,000
Sent from my iPhone

On Oct 15, 2024, at 5:48 PM, Place St Thomas <place-st-thomas@valecraft.com> wrote:

Hi Frank & Diane,

They're asking if you would accept **\$525,000.00** with the closing in 30 days?

Adam Bowman
New Home Sales Consultant

<image001.gif>
944 Lucerne Dr., Embrun ON K0A 1W0,
tel (613) 370-0288 : fax (613) 370-0311
valecraft.com
<image002.png>
<image003.png>

Confidentiality Note: This email may contain confidential and/or private information. If you received this email in error please delete and notify sender.

From: Place St Thomas
Sent: Tuesday, October 15, 2024 12:59 PM
To: Frank Nieuwkoop <frank@valecraft.com>; Diane Brunet <dbrunet@valecraft.com>
Subject: RE: OFFER - PST PH6 Lot E25 - The Huntley (Realtor Michael Dapaah for Anne Mari & Guy)

Hey Frank & Diane,

They would like to counter at \$520,000.00 with a closing date of 30-45 days.

Let me know what you think.

Thanks!
Adam

Adam Bowman
New Home Sales Consultant

<image001.gif>
944 Lucerne Dr., Embrun ON K0A 1W0,
tel (613) 370-0288 | fax (613) 370-0311
valecraft.com
<image002.png>
<image003.png>

Confidentiality Note: This email may contain confidential and/or private information. If you received this email in error please delete and notify sender.

From: Place St Thomas
Sent: Sunday, October 13, 2024 12:47 PM
To: Frank Nieuwkoop <frank@valecraft.com>; Diane Brunet <dbrunet@valecraft.com>
Cc: Alain Payer <apayer@valecraft.com>
Subject: OFFER - PST PH6 Lot E25 - The Huntley (Realtor Michael Dapaah for Anne Mari & Guy)
Importance: High

Hi Frank & Diane,

We've received an offer from the Realtor Michael Dapaah for PST PH6 Lot E25 (The Huntley Inventory). Here are the details:

OFFER: \$510,000.00
Closing date: 60 Days from acceptance
Deposit: \$10,000.00
1x Realtor

*He brought his clients because of the email promotion. He wasn't aware of the listing with Michel Lebeau.

Cost Summary:

TOTAL INCLUDING HOME, UPGRADES: \$599,900.00 (October Promo Pricing)

OFFER: \$510,000.00

Difference is: \$89,900.00

Adam Bowman
New Home Sales Consultant

<image001.gif>

944 Lucerne Dr., Embrun ON K0A 1W0,
tel (613) 370-0288 : fax (613) 370-0311

valecraft.com

<image002.png>

<image003.png>

Confidentiality Notice: This email may contain confidential and/or private information. If you received this email in error please delete and notify sender.

From: Michael Dapaah <michaeldapaah@kw.com>

Sent: Saturday, October 12, 2024 10:37 PM

To: Place St Thomas <place-st-thomas@valecraft.com>

Subject: 729 Numar Offer

Dear Adam,

I hope this message finds you well. On behalf of my clients, Anne Mari and Guy, I would like to submit an offer for the property located at 729 Numar.

The offer details are as follows:

1. **Offer Price:** \$510,000
2. **Closing Date:** 60 days from acceptance
3. **Deposit:** \$10,000
4. **Condition:** Subject to financing approval within 7 business days of acceptance

Please let me know how your owners wishes to proceed, and feel free to reach out if there are any questions or further details required.

Thank you for your time, and I look forward to your response.

Thanks,

Michael Dapaah

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): | <u>\$10,000.00</u> |

Total Deposit(s):

(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 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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Purchaser

Vendor

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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Purchaser

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Purchaser

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Vendor

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 Tarrion 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:

2024

Signe par: Boniface Basambombo Kanyuka
Purchaser

Birth Date: October 28, 1960

Signe par: Suzanne Mumba Mubiyi
Purchaser

Birth Date: August 24, 1961

2024

VALECRAFT HOMES (2019) LIMITED

Per: DocuSigned by: F. Nieuwkoop
A04F627301214EE

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