

PURCHASER'S ESTIMATE (PE) REQUEST & REQUEST TO AMEND THE AGREEMENT OF PURCHASE AND SALE

PURCHASERS: KHALID MAHMOOD KHAN and AMIR IRSHAD KHAN

TEL: RES.: 416-904-0593

LOT NUMBER	PHASE	HOUSE TYPE	REG. PLAN #
TH 32 Block 17	1	Bedford 5 Elev A	

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1	X - CREDIT ON CLOSING FOR HARDWOOD FLOORING - UPGRADE 2 - 21/4 SOLID OAK - SELECT-V - UPPER HALL
***	Note:



It is hereby understood and agreed between the undersigned parties hereto that the following changes shall be made to the above mentioned Agreement of Purchase and Sale dated May 21, 2015, and except for such changes noted above and below all other terms and conditions in the Agreement of Purchase and Sale remain as stated therein and time is to be of the essence:

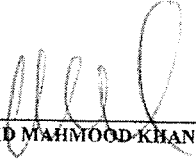
The undersigned Purchaser hereby agrees with the undersigned Vendor to Increase the Purchase Price and Add a Further Deposit in connection with Extras/Upgrades ordered contemporaneously herewith:

- Purchaser delivers herewith a further deposit of paid by and to be applied to the Purchase Price as per the terms of the Agreement of Purchase and Sale.
- Purchaser receives a credit of to be applied to future purchase(s) at the Decor Centre.

This Purchaser's Extras & Amendment to Agreement of Purchase & Sale Form constitutes an addendum & amendment to, and is subject to, the Agreement of Purchase and Sale between the Vendor and the Purchaser as above-noted for installation of the above extras/upgrades, and upon the following added terms and conditions:

1. The Purchaser acknowledges that in the event the work on the house has progressed beyond a point where any or all items covered by this addendum cannot be feasibly installed (at the Vendor's sole discretion), then any order for such extras/upgrades shall be cancelled and any monies paid in connection with same are to be refunded to the Purchaser.
2. In the event that any order for extras/upgrades is not installed for any reason whatsoever, the Vendor may refund any monies paid and shall thereafter be relieved from any liability whatsoever in connection with such extras/upgrades.
3. This agreement is not binding until signed on behalf of the Vendor and payment is received. Thereafter no request for changes, deletions or alterations will be entertained.
4. In the event the Further Deposit(s) (above) for extras or upgrades is not made when due or if any Further Deposit by cheque is not honoured the Vendor may, at it's sole option, either cancel this agreement for extras or upgrades, or terminate the entire transaction of Purchase and Sale.
5. In the event the Purchaser selects any extra or upgrade and the Vendor subsequently requires the Purchaser to attend or re-attend to make or modify any selection of any kind, the Purchaser covenants to do so forthwith upon request. In the further event that the Purchaser's selected upgrade or extra is not available or will not be available in a timely fashion, the Purchaser shall forthwith upon request re-attend to reselect. In the event such selection or reselection results in the necessity for a delay in the closing date, the Purchaser hereby agrees to such amendment to the closing date as is thereby required. In the event such delay in the closing date is caused, or the extent contributed to, by the Purchaser's neglect in timely selection, or reselection, as the case may be, the Vendor may add as an adjustment on closing an amount equal to interest on the outstanding balance of the purchase price calculated at the rate of TD-Canada Trust Bank Prime plus 5% per annum, pro-rated for the period of time that the closing was delayed.

PURCHASER:

  
KHALID MAHMOOD KHAN

24-Jan-17  
DATE

PURCHASER:

AMIR IRSHAD KHAN

24-Jan-17  
DATE

VENDOR:

PER: B-W Homes (Brock-Rossland) Inc.