

Phdks - Lot 19

Site

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE
B E T W E E N:

AMARPREET KAUR DHALIWAL and NAVDEEP SINGH DHALIWAL (individually or collectively called the "PURCHASER")

- AND -

KINGSMEN (THAMES) INC. (the "Vendor")

RE: The sale by the Vendor to the Purchaser of Lot 19. WODSTOCK, Ontario (hereinafter called the "Property")
WHEREAS the Purchaser and the Vendor have previously entered into an agreement of purchase of sale with respect to the Property (the "Purchase Agreement");

AND WHEREAS the parties wish to amend the terms of the Purchase Agreement as hereinafter set out and with all capitalized terms having the meaning given to them in the Purchase Agreement unless otherwise set out herein;

AND WHEREAS the parties hereto acknowledge and agree that this amending agreement is being entered into voluntarily; that the parties further acknowledge that the Purchaser has no obligation to sign the Amendment; and that the purchase transaction will still be valid if the Purchaser does not sign this Amending Agreement;

NOW THEREFORE THESE PRESENTS WITNESSETH that in consideration of the payment of the sum of \$2.00 and the exchange of the covenants and agreements contained in this amendment and for other good and valuable consideration (the receipt and sufficiency of which is expressly acknowledged by the parties hereto), the Vendor and the Purchaser covenant and agree with the other as follows:

The Vendor and Purchaser hereby agree to amend the agreement of purchase and sale between them with respect to the Property, dated the 22nd day of September, 2018 including amendments, if any, as follows:

DELETE:

INSERT:

Line Item #11 on Schedule PE

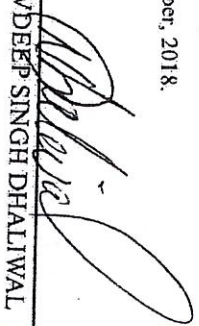
"Vendor agrees to delete the bathtub in the Optional In-law suite, on the main floor, and replace it with a walk in shower, finished the same level of finishes being offered as standard, as per plan, in Bedrooms 2, 4 and 5 ensuite showers. See Sketch.

Vendor agrees to modify the Optional in-law suite ensuite at no charge to purchaser. All selections for finishes will be made at Decor as per Builders Standard."

SKETCH, showing changes to Optional in-law suite bathroom

Dated at Woodstock, Ontario this 15th day of October, 2018.

X Harpal Kaur Dhaliwal
Witness

X  10/21/2018
Purchaser - NAVDEEP SINGH DHALIWAL

X Harpal Kaur Dhaliwal
Witness

X  21 Oct 2018
Purchaser - AMARPREET KAUR DHALIWAL



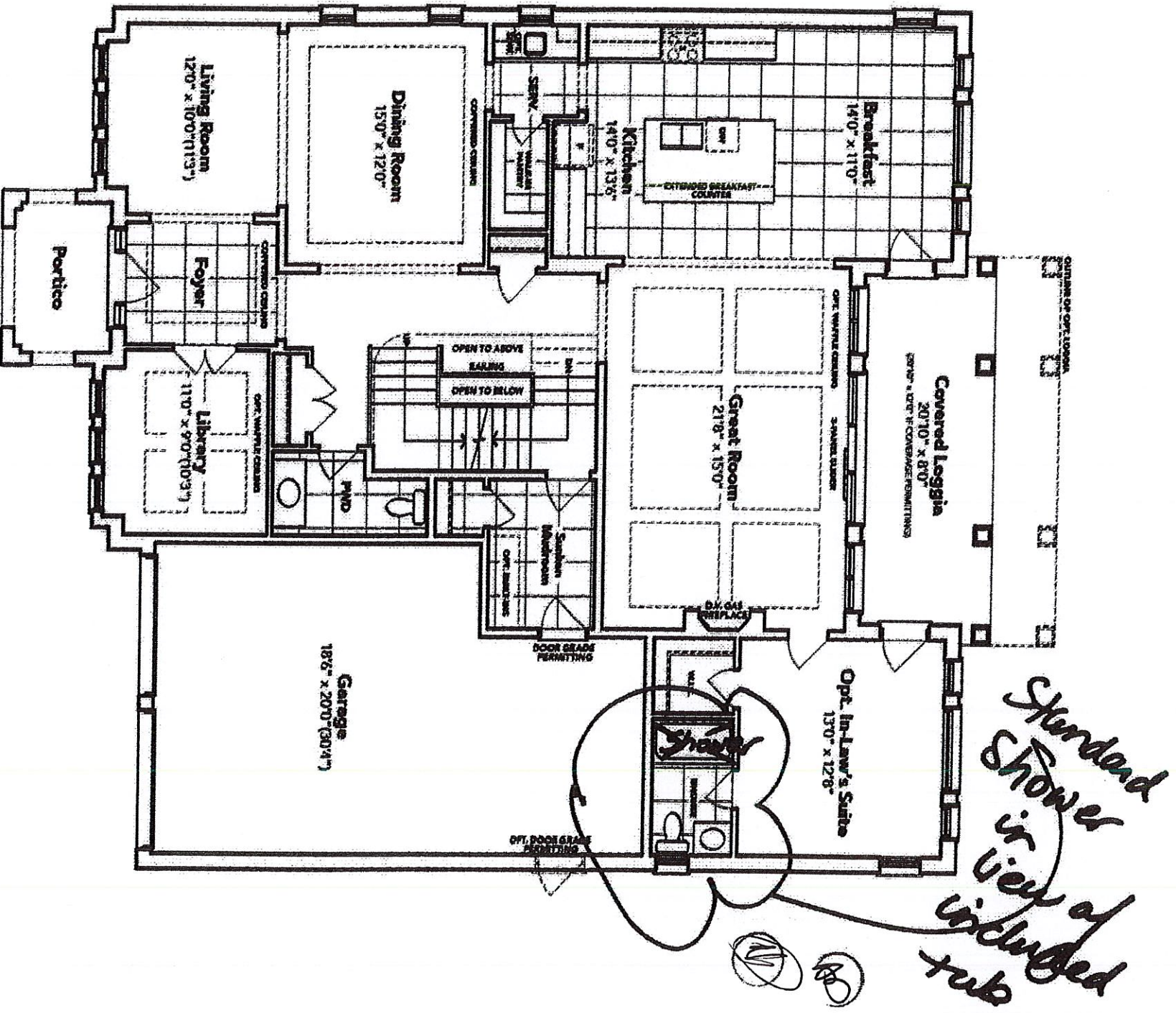
Vanden - Kingmen (Thames) Inc.
Matthew Castell

OCT. 23, 18

Floor Plan

Model: Windsor(6003)Elev B OPT GRND 5 BED-INLAW-6+1 BATH

Lot 19
Phase 4B
S-1 BATH



SCHEDULE "PE" PURCHASER'S EXTRA

KINGSMEN (THAMES) INC.		NAVDEEP SINGH DHALIWAL	
Vendor		AMARPREET KAUR DHALIWAL	
		Purchaser(s)	
		Telephone Number: -	

Lot / Townhouse No.	House Type	Reg. Plan #	Closing Date	Date Ordered
19	Windsor(6003)Elev B OPT GRD 5 BED-IN-LAW-6+1 BATH. 0 SO. FT.	Draft Approval SB17-03-08	22-Jun-2021	22-Sep-2018

EXTRAS/UPGRADES INCLUDED IN PURCHASE PRICE

1		
2		
3		
4	VENDOR TO INSTALL CAPPED GAS LINE (ROUGH-IN ONLY) AT REAR OF HOME FOR FUTURE BBQ LOCATION. LOCATION TO BE FINALIZED AT VENDORS SOLE DISCRETION.	
5	VENDOR TO SUPPLY & INSTALL AIR CONDITIONING UNIT, SIZED ACCORDINGLY, FROM VENDORS STANDARD SAMPLES.	
6	5 FREE APPLIANCES – STAINLESS STEEL FRONT - FRIDGE; STOVE AND DISHWASHER. WHITE WASHER AND DRYER (SUPPLIED ONLY, NOT INSTALLED, FROM BUILDERS STANDARD LINE) TO ARRANGE DELIVERY – CALL THE BRICK COMMERCIAL SALES DIVISION AT 1-877-353-2850.	
7		
8		
9	The vendor agrees to amend the front entry to include an 8 foot tall front door which is at least 40 inches in width. The vendor has complete design control as to the removal of all or one of the sidelights. Purchaser to select door from builders provided samples at decor. Purchase price includes \$1,500 for this upgrade. Approved by Vendor.	
10	Vendor has approved the deletion of door from covered Loggia to Optional In-law suite. Vendor will replace door with a window. Dimensions of window to be at Vendors discretion. This will completed at no cost to purchaser	

This is your direction to install the above extras on the following terms and conditions:

- In the event the work on the house has progressed beyond the point where the items covered by this extra cannot be installed without entailing any unusual expense, then this extra 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 by default of the Purchaser, the total cost of extras ordered are not refundable to the purchaser.
- Extras or changes will not be processed unless signed by the Vendor.
- These extras may not be amended without the written consent of the Vendor

PREPARED BY: Ann Parsons

Purchaser - NAVDEEP SINGH DHALIWAL

Vendor - KINGSMEN (THAMES) INC.

Purchaser - AMARPREET KAUR DHALIWAL

Construction Scheduling Approval

Per:

Date:

SCHEDULE "A" - Features and Finishes

Luxury 50' & 60' DETACHED

Lot 19 Phase: 4B Plan: Draft Approval SB17-03-08 Model: Windsor(6003)Elev B OPT GRD 5 BED-INLAW-6+1 BATH

QUALITY EXTERIOR CONSTRUCTION

1. Classic and Modern all clay brick designs that are Architecturally controlled with stucco, stone, precast, and/or architectural siding on facades and/or flange details.
2. All exterior elevations and colour schemes, including brick selection, are Architecturally Controlled as part of pre-selected exterior colour packages.
3. COLUMNS AND RAILINGS (only where required by grade), per applicable elevation.
4. MAINTENANCE FREE, LOW E ARGON VINYL WINDOWS AND SLIDING DOORS, with sealed thermos-pane glass panels.
5. BASEMENT WINDOWS THROUGHOUT main and second floor. Basement windows are sliders, in white. All operable windows are pre-designed by the builder and will have screens. Some front and side elevation palladium, transom, octagon and other accent windows to be faux black glass, as per elevation. Window colours are architecturally controlled.
6. RAISED PANEL, SECTIONAL GARAGE DOORS with window inserts and paint finish, as per elevation. Colour of individual doors are Architecturally Controlled as part of pre-selected exterior colour packages.
7. Lot to be fully sodded (including boulevard, where applicable).
8. PAVED DRIVEWAY. Cost to be credited to Builder on closing.
9. Two exterior water taps with interior shut-off.
10. Two exterior weather-proof electrical outlets with ground fault wiring. One outlet to be located near front entrance and equipped with interior switch. The second outlet, will be located at the rear of the house and is not switched.
11. Community to have paved roads, curbs, and sanitary sewers.
12. Porches to be poured concrete.
13. Garage floor to be poured concrete with steel reinforcing.
14. Pre-finished, maintenance-free soffits, fascia, eavestroughs and down pipes as per elevation.
15. 7/16" plywood roof sheathing.
16. UPGRADED, SELF SEALING, 30 YEAR ASPHALT SHINGLES.
17. Steel-beam construction in basement, where applicable.
18. Basement walls are poured concrete with damp proofing system. Exterior drainage membrane provided at basement area and weeping tiles for additional protection against basement leaks.
19. Basement floor to be poured concrete.
20. Upgraded, STEEL OR FIBREGLASS insulated and embossed front entry door with glass insert, sidelights and/or transom windows, as per plan.
21. All exterior doors are insulated, with energy efficient weather stripping and dead bolt lock.
22. Elegant brushed nickel-finish grip set on front door.
23. Precast concrete slab walkway from driveway to main porch entrance. Any applicable rear patio will be precast concrete slabs.
24. CUSTOM ADDRESS PLAQUE.

GENERAL INTERIOR CONSTRUCTION

1. All framing in accordance with Ontario Building Code and local municipal requirements. Construction of homes inspected at specified stages by municipal officials.
 2. All exterior walls of habitable areas constructed with 2" x 6" framing.
 3. Professionally engineered roof trusses, as per plan.
 4. UPGRADED ¾" SPRUCE PLYWOOD SUBFLOOR, to be glued, screwed and sanded at joints.
 5. UPGRADED ENGINEERED FLOOR JOIST SYSTEM.
 6. All insulated as per Ontario Building Code: Exterior walls of habitable areas insulated to a rating of R22; Roof of habitable areas insulated to a rating of R60; Basement walls R20 (Full Height, 12" above basement floor).
 7. VAULTED AND COFFERED CEILINGS, as per plan.
 8. Ceiling heights to be 10' on main floor and 9' on second floor, and UPGRADED BASEMENT height to be approximately 9'.
 9. Ceiling heights may vary from standards noted above, in those areas where ceilings must be dropped to accommodate mechanical and/or structural systems, or where determined by the vendor's architect (such as coffered ceilings).
- KITCHENS**
1. LUXURIOUS GRANITE OR QUARTZ COUNTERTOPS to kitchen in a selection of colours, from builder's standard samples, as per plan.
 2. DOUBLE COMPARTMENT UNDERMOUNT STAINLESS STEEL SINK.
 3. SINGLE LEVER FAUCET with pull out spout, in chrome finish.
 4. Stainless steel exhaust hood fan over stove, vented to exterior.
 5. Choice of cabinets in a variety of colours and styles, from Builder's samples.

6. Electrical outlets for stove, fridge and countertop appliances as per Ontario Building Code requirements.
7. Rough-in wiring and plumbing for dishwasher hook-up.
8. Open dishwasher space as per plan (Optional filler base cabinet available).

9. Flush BREAKFAST BARS as per plan.

10. Designer KITCHEN ISLANDS and PENINSULAS, as per plan.

BATHROOMS

1. WHITE ELONGATED, COMFORT HEIGHT TOILETS (2 piece).
2. Master Ensuite with FRAMELESS GLASS shower, as per plan.
3. White SOAKER TUB or CORNER TUB in Master Ensuite, as per plan.
4. Bath tub enclosures and shower stalls to be in HIGH QUALITY 8" x 10" CERAMIC TILES from Builder's samples including ceiling. Soaker and corner tub, skirts, deck and surrounds finished in a maximum of 13" x 13" floor tiles to master ensuite corner / soaker tub skirt and deck. 8" x 10" wall tile to master ensuite corner / soaker tub wall surround, from Builder's standard samples.
5. Standard white bathroom fixtures from Builder's samples.
6. SINGLE LEVER FAUCETS installed on overmount sinks in all vanities, single lever shower controls with built-in temperature balance regulators.
7. MASTER ENSUITE SHOWER TO HAVE LUXURIOUS RAIN HEAD SHOWER, HANDHELD SHOWER WITH DIVERTER and toe tester all in chrome finish.
8. Choice of vanity cabinets with Laminate countertops from Builder's samples.
9. OVERSIZED MIRRORS IN ALL BATHROOMS.
10. POWDER ROOM VANITY (not a pedestal sink) as per plan.

INTERIOR FINISHES

1. UPGRADED 4" MODERN CASING AND TRIM FOR ALL DOORS AND WINDOW OPENINGS, 7" MODERN BASEBOARD. Quarter round installed on all hard surfaces. Dimensions are approximate.
2. TWO PANEL, EXTENDED HEIGHT, SMOOTH SERIES INTERIOR DOORS, including closets, as per plan.
3. BRUSHED NICKEL FINISH DOOR HARDWARE. All bathrooms to have privacy locks.
4. COMPLETE, OAK FINISH STAIRS, RISERS, STRINGERS AND NOSING IN NATURAL OR STAIN FINISH from Builder's standard colours. UPGRADED IRON PICKETS THROUGHOUT, AS PER PLAN.
5. ELEGANT FULL HEIGHT OR HALF COLUMNS, as per plan.
6. TRIMMED OPENINGS on main floor as per plan (excluding rounded arches).

FLOORING

1. Choice of HIGH QUALITY TILE, up to and including 12" x 24", from Builder's standard selection, IN ENTRANCE FOYER, KITCHEN, BREAKFAST AREA, POWDER ROOM, LAUNDRY ROOM, MAIN HALL, and MASTER ENSUITE FLOOR, as per plan.
2. 5" ENGINEERED HARDWOOD STRIP FLOOR IN NATURAL OR STAIN FINISH FROM BUILDER'S STANDARD SAMPLES ON MAIN, SECOND FLOOR, and landings excluding tiled areas as per plan.
3. 13"x 13" floor tiles to all bathrooms, from Builders standard samples, as per plan.

LAUNDRY ROOM

1. Fiberglass LAUNDRY TUB located as per plan.
2. Plumbing and electrical provided for laundry equipment hook-up, location per plan.
3. Heavy-duty electrical outlet for dryer and electrical outlet for washer.
4. Exterior wall vent provided for dryer.

ELECTRICAL

1. 200 amp circuit breaker panel with copper wiring throughout.
2. All wiring in accordance with Ontario Building Code standards.
3. INTERIOR ELECTRICAL LIGHT FIXTURES THROUGHOUT as determined by Builder.
4. FRONT DOOR CHIME.
5. ROUGH IN FOR FUTURE CENTRAL VACUUM SYSTEM and outlets as determined by Builder.
6. SMOKE DETECTOR ON EACH LEVEL, as per OBC.
7. CARBON MONOXIDE DETECTOR, as per Ontario Building Code.
8. Electrical outlet for each garage for automatic garage door opener as per elevation.
9. THREE (3) TELEPHONE OUTLETS (CAT 3) IN CHOICE OF PURCHASER LOCATIONS.

172

172

10. TWO (2) CABLE T.V. OUTLETS (RG 6) IN CHOICE OF LIVING ROOM, FAMILY ROOM, AND MASTER BEDROOM.
11. Exhaust fans to be provided in all washrooms, as per specifications.
12. SHOWER STALL LIGHT in Master Ensuite only.
13. WHITE DECORA LIGHT SWITCHES AND WHITE WALL PLUGS. Light switches to be located at child-accessible height.
14. DECORATIVE BLACK COACH LAMP AT FRONT AND REAR OF HOME, and side entries, where applicable.
15. ROUGH-IN CONDUIT FOR FUTURE ELECTRIC CAR CHARGING SYSTEM

HOME COMFORT

1. High efficiency gas-fired forced air furnace with electronic ignition.
2. HEAT RECOVERY VENTILATOR (HRV), as required.
3. Energy efficient gas-fired hot water tank (Purchaser to enter a rent-to-own agreement with supplier at Closing).
4. GAS FIREPLACE WITH WHITE PAINTED MANTLE, as per plan.

PAINTING FINISHES

1. All interior walls, door and trim to be painted Kingsmen white throughout.
2. All interior ceilings to be smooth throughout.

COLOUR SELECTION AND FINISHES

1. All colour and finishing selections are to be made at Kingsmen Group Inc. Décor Centre and from Builder's standards samples. Kingsmen Group Inc. provides the services of a professional decorator to assist in the completion of their interior finishing selections and the selection of upgrades.
2. The purchaser acknowledges that items displayed in the Model Home or Presentation Centre may include upgraded items only available at an extra cost, as well as other items shown for display purposes only, which may not be available.
3. The purchaser acknowledges and agrees that variations in colour and shade uniformity may occur and the colours, patterns and availability of samples displayed in the Presentation Centre and/or Model Homes may vary from those displayed and available at the time of colour selection.

TARION WARRANTY CORPORATIONS COVERAGE

1. Seven years: MAJOR STRUCTURAL DEFECTS.
2. Two years: PLUMBING, HEATING, ELECTRICAL SYSTEMS AND BUILDING ENVELOPE.
3. One year: ALL OTHER ITEMS.
4. Purchaser agrees to pay the TARION warranty enrollment fee on closing as an adjustment.

NOTE TO PURCHASERS

1. Exterior colours are architecturally controlled and selected by the builder to provide pleasing streetscapes.
2. Number of steps at front and rear yard may vary from that shown according to grading conditions and municipal requirements.
3. Ceilings and walls may be modified to accommodate mechanical systems. Ceiling heights may vary from standard, where ceilings must be dropped to accommodate mechanical and/or structural systems.
4. Home to be finished in a good, workman like manner.
5. Purchaser acknowledges that basement and garage areas are unfinished areas.
6. Options shown on floor plan are available at an extra cost.
7. Exterior renderings used for marketing purposes are Artist's Concepts only. Any landscaping, fencing, walkways or other items used to accessorize renderings are for illustrative purposes only.
8. Terms "as per elevation" or "as per plan" refer to illustrations provided in marketing documentation.
9. The Purchaser is to have the choice of interior colours, materials or styles from the Vendor's samples (subject to availability by the time scheduled for installation) of the following, provided they have not yet been installed or ordered from the supplier.
- a. All ceramic tile floors where illustrated as per plans;
- b. Cabinets and Laminate countertops in kitchen and bathrooms;
- c. Ceramic wall tile in tub/shower areas.
- d. One carpet color selection throughout home where illustrated as per plans.

Purchaser - NAVDEEP SINGH DHALIWAL

Date

Purchaser - AMARPREET KAUR DHALIWAL

Date

10. In making colour and material selections and upgrades, the Purchaser acknowledges being advised and accepts the following:

- a. that all light coloured materials, especially flooring, may be subject to fading, yellowing, or discolouration after use or exposure to sunlight, or due to the filtering process that occurs with pollutants including candles in a forced air heating system. Such fading, yellowing, or discolouration will not be warrantable.
- b. natural materials such as granite, marble, and wood or wood composites, are subject to natural variations in colour and grain; and ceramic tile and broadband are subject to pattern, shade and colour variations from manufacturer.
- c. any hardwood flooring installed in the Real Property is made of kiln-dried natural material which is subject to natural shrinkage (typically in winter when humidity levels tend to be low) and expansion (typically in summer when humidity levels tend to be high) for which the Purchaser agrees is not the responsibility of the Vendor. The Purchaser further acknowledges being advised that the purchase of a humidifier for the Real Property in which hardwood flooring is installed is recommended by the Vendor so as not to expose such hardwood flooring to extended periods of humidity levels that are outside the recommended range of forty to fifty percent. The Vendor recommends monitoring home humidity levels consistently. The Purchaser also acknowledges being advised by the Vendor that ceramic tile rather than hardwood flooring is recommended at entry points to the home due to the possibility of water exposure.
- d. transition strips shall be used to bridge flooring height differentials due to flooring material thicknesses.
- e. the supply and manufacture of kitchen design, cabinetry and countertops depends upon the dimensions and specifications of the appliances chosen or desired by the Purchaser. Accordingly the Purchaser must bring the specifications and dimensions of the chosen or desired appliances to the Home Design Centre Appointment in order for the Vendor to complete the required kitchen design. Should the Purchaser fail to bring such specifications and dimensions the Vendor reserves the right to design measure and configure the kitchen, including but not limited to all cabinetry and countertops, with standard appliance openings and electrical receptacle locations.

11. The Purchaser acknowledges that notwithstanding any other provision herein, materials are subject to availability to meet scheduled occupancies and therefore agrees that the Vendor reserves the right to make non-material plan, specification and material substitutions at the Vendor's sole discretion provided that any such substitute materials is of equal or better quality.

12. The Purchaser acknowledges that at the Vendor's sole discretion door swings may be different than those indicated on brochures and ceilings and walls may be modified to accommodate mechanical systems, and the Purchaser agrees to accept such modifications.

13. The Purchaser acknowledges and accepts that all dimensions in this Agreement are approximate, windows and actual square footages may vary depending on elevations selected, and actual usable floor space may vary from the stated floor area.

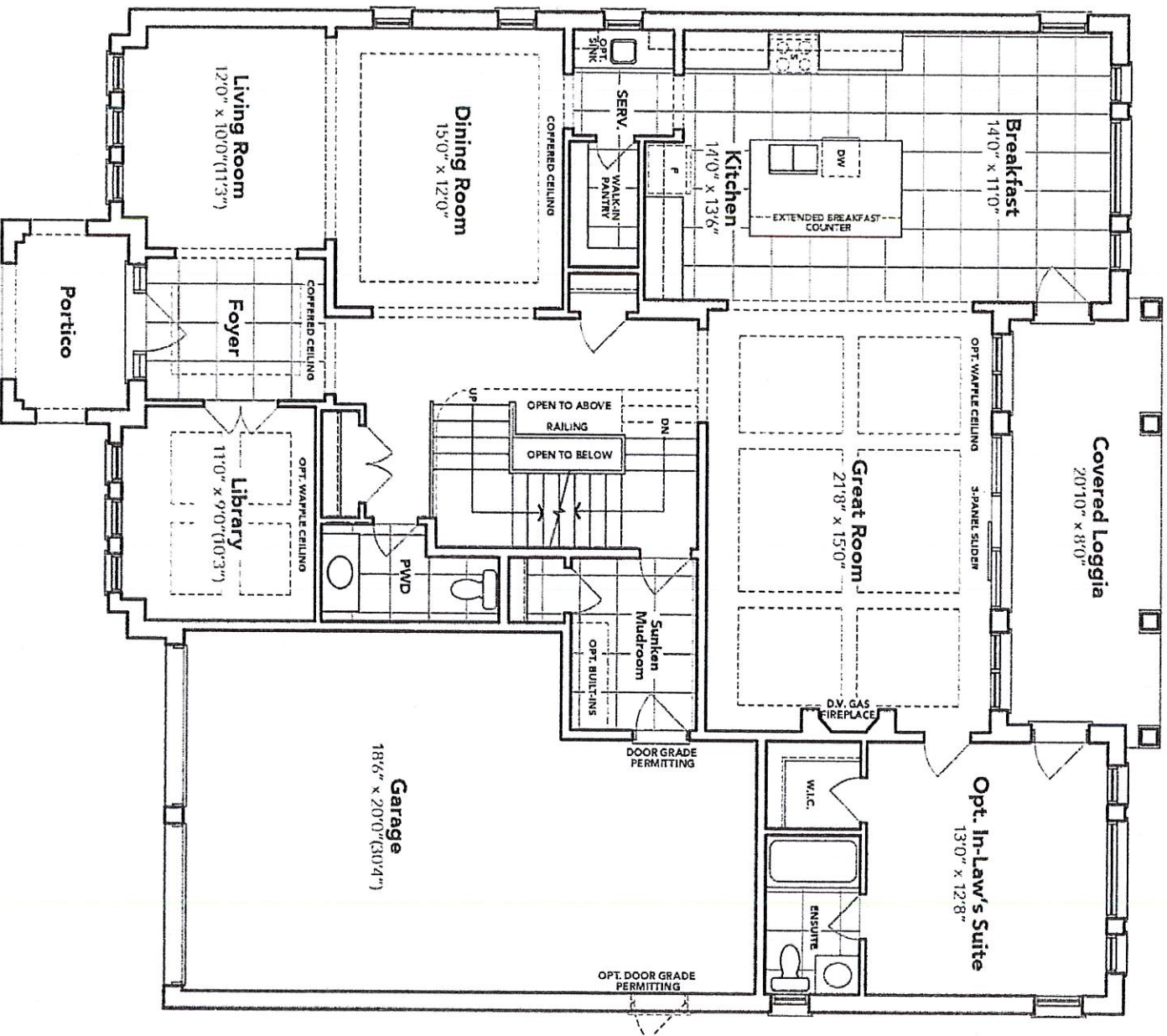
14. The Purchaser acknowledges and accepts that exterior elevations over garage doors and at front porches are subject to change due to municipality required grade conditions, and, where a landing may be required the number of steps to grade may vary.

15. The Purchaser agrees that the following are not included in the Purchase Price: Drapes and tracks, wallpaper, furniture, appliances, dining room light fixture, central vacuum system, air conditioning, security system, rear decks, painted lower level floor, lawn sprinkler system, planting and landscaping except as noted in Schedule A.

16. The Purchaser acknowledges that the specifications and finishes in the model homes located at the Vendor's other projects may differ from the specifications in the model homes and new homes being purchased at the project that is the subject of this Agreement.

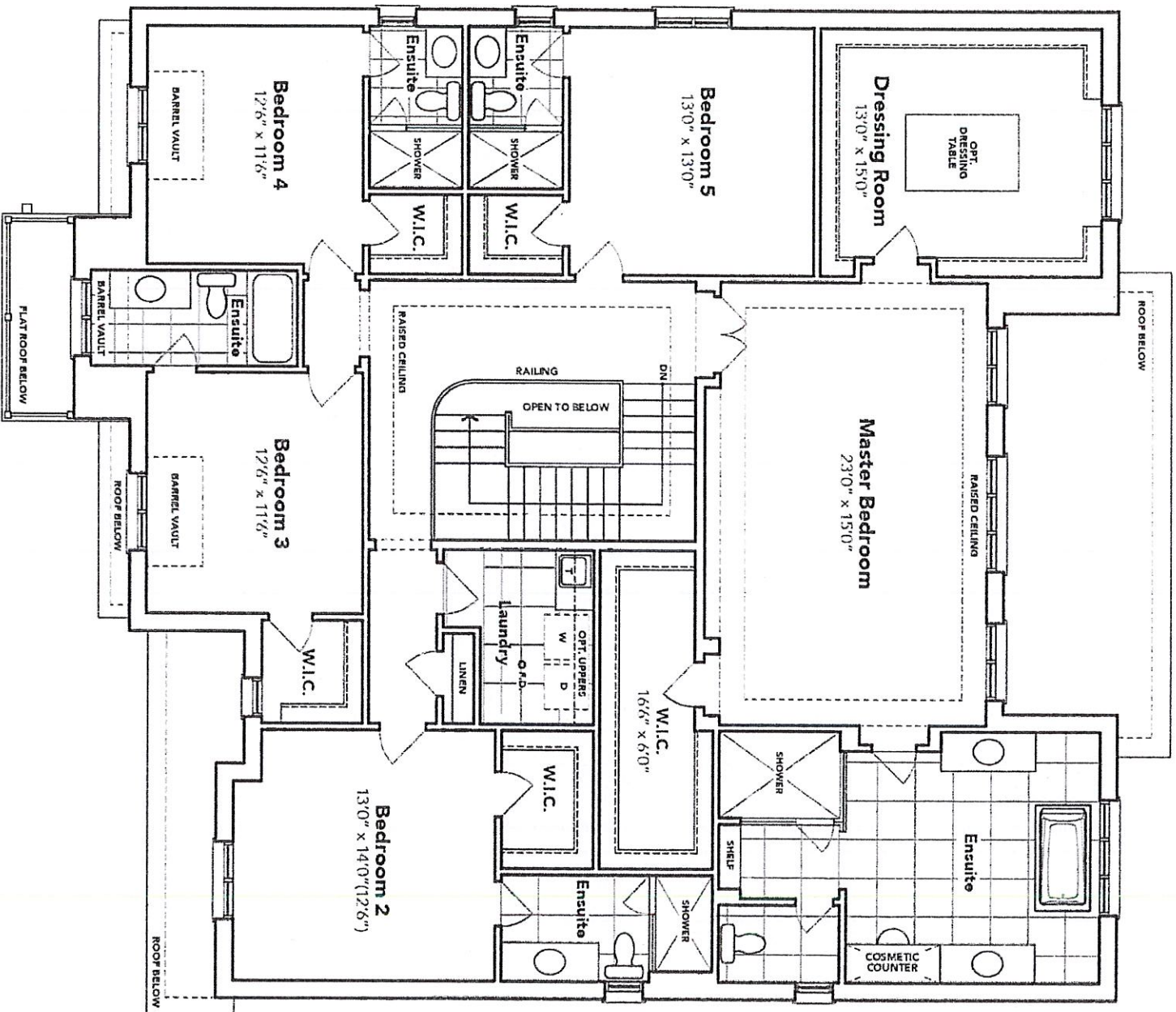
17. The Purchaser acknowledges that the lot including the home being constructed thereon is, until Closing, considered a workplace and construction site and as such is governed by the laws and regulations of same. The Purchaser therefore acknowledges not being permitted unsupervised entry or access to such workplace and construction site and further agrees and covenants not to attempt to gain entrance and access to same except during normal working hours and by prior arrangement with the Vendor at the sales office. The Purchaser agrees to follow all safety practices as prescribed by law during all such pre-arranged visits to the workplace and construction site.

**SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.
BUILDER HAS THE RIGHT TO SUBSTITUTE MATERIALS OF EQUAL
OR BETTER VALUE E. & O. E.**



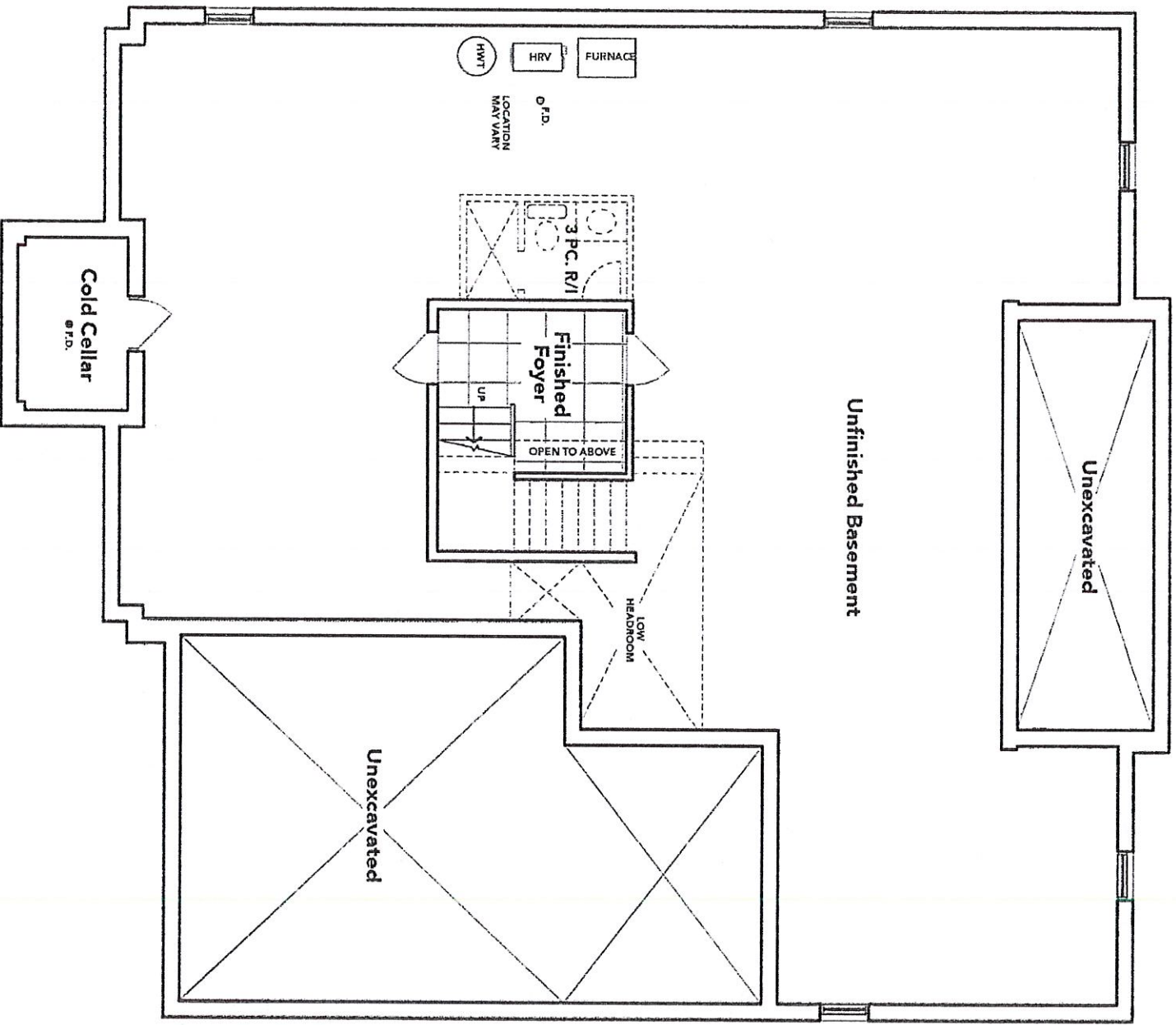
OPT. IN-LAW'S SUITE GROUND FLOOR EL. B

The floor plans and elevations shown are pre-construction plans and may be revised or improved as necessitated by architectural controls and the construction process. The measurements adhere to the rules and regulations of the TARLON Warranty Corporation's official method for the calculation of floor area. Materials, specifications and floor plans are subject to change without notice. All house renderings are artist's concept only. Actual usable floor space may vary from the stated floor area. All options shown are upgrades. E. & O. E.



SECOND FLOOR EL. B

The floor plans and elevations shown are pre-construction plans and may be revised or improved as necessitated by architectural controls and the construction process. The measurements adhere to the rules and regulations of the TARION Warranty Corporation's official method for the calculation of floor area. Materials, specifications and floor plans are subject to change without notice. All house renderings are artist's concept only. Actual usable floor space may vary from the stated floor area. All options shown are upgrades. E. & O. E.



BASEMENT EL. B

The floor plans and elevations shown are pre-construction plans and may be revised or improved as necessitated by architectural controls and the construction process. The measurements adhere to the rules and regulations of the TARIION Warranty Corporation's official method for the calculation of floor area. Materials, specifications and floor plans are subject to change without notice. All house renderings are artist's concept only. Actual usable floor space may vary from the stated floor area. All options shown are upgrades. E. & O. E.