

November 26, 2020

Via Electronic Mail

JMK Law
53 Village Center Place, Suite 100,
Mississauga, Ontario L4Z 1V9

Attention: Jacqueline Knowles

Dear Madam:

Re: Fatima Israfil Guliyeva p/f Bellaire Properties Inc.
1357 HARRINGTON STREET (Lot 26), Town of Innisfil, Ontario


Please be advised that I represent Ms. Guliyeva with respect to her purchase of the above-noted property and I understand that you represent the vendor.

I have received and reviewed a copy of unexecuted Agreement of Purchase and Sale and would like to propose the following:

- Section 8 (b) to be amended to give a right of assignment to the purchaser at no cost;
- Section 3 (a) through (m) to be capped at \$5,000.00;
- Section 3(n) to be amended to give a right to the purchaser to direct title to the family member at no cost prior to closing.

Thank you for your attention to this matter. I look forward to hearing from you.

Yours very truly,



Sabina Valiyeva

1. Cost to assign is \$5,000.00
2. Closing cost to remain as per agreement
3. Must be done 60 days prior to closing, ID and proof of relationship is required (not sure what is acceptable here)

SV:



AGREEMENT OF PURCHASE AND SALE



The undersigned Purchaser(s) hereby agree(s) to and with the undersigned Vendor, through Nordale Realty & Associates Inc. (Agent), to purchase the property (the "Property") described below on the following terms:

Purchaser **FATIMA ISRAFIL Guliyeva**

Date of Birth **9-Sep-60**

Vendor: **Bellaire Properties Inc.**

Lot No: **26**

Phase: **2**

Street: **1357 HARRINGTON STREET**

Registered Plan Number: **51M-1088**

Town of Innisfil, County of Simcoe

Model: **Carlyle (3038) Elev A - 2 Car Garage With Mudroom**

Elevation is Subject to changes (windows, roof line(s), roof pitch(s), etc. approved by Architectural Control)

of Bedrooms: **4**

of Bathrooms: **3+1**

Type / Lot Description: **Detached**

PURCHASE PRICE:

- | | | |
|-------|-------------------------------|---------------------|
| (i) | Base Sale Price | \$927,990.00 |
| (ii) | Lot Premium (if applicable) | |
| (iii) | Lot Treatment (if applicable) | |
| (iv) | Extras | |

TOTAL PURCHASE PRICE **\$927,990.00**

DEPOSITS

Initial Deposit	\$20,000.00	Due Upon Acceptance
Further Deposit	\$20,000.00	Due on or before December 18, 2020;
Further Deposit	\$20,000.00	Due on or before January 18, 2021;
Further Deposit	\$20,000.00	Due on or before February 18, 2021;
Further Deposit	\$20,000.00	Due on or before March 18, 2021;

All above deposits are payable to the Vendor pending completion or other termination of this Agreement and to be credited against the purchase price on closing.

Due on Closing: **PURCHASERS TO PAY BALANCE DUE ON CLOSING SUBJECT TO ADJUSTMENTS BY CASH OR CERTIFIED CHEQUE.**

The following Schedules attached hereto form part of this agreement:

B	Luxury Standard Features	F	Floor Plan & Elevation
B1	PE001, Incentives	G	Granite
B2	Bonus	H	Hardwood
C	Financing Condition	W	Warning Clauses (G1 & G2)
D	Customer Declaration		
E	Site Plan		Appendix X11
DECK	Deck Disclosure		Tarion Addendum

Date of Agreement: **November 18, 2020**

Irrevocable Date: **November 28, 2020**

First Tentative Closing Date: **January 27, 2022**

Initials: _____

Witness _____	<div style="text-align: right;">09-Sep-60</div> <div>Purchaser: FATIMA ISRAFIL Guliyeva Date of Birth _____</div> <div>222 GOLDEN FOREST ROAD _____</div> <div>Address _____</div> <div>MAPLE, ONTARIO L6A 0S7</div> <div>City, Province Postal Code</div> <div>Cell: (647) 330-5991 Cell: (647) 406-0220 _____</div> <div>Phones _____</div> <div>guliyevfk@gmail.com _____</div> <div>Email _____</div> <div>Purchaser's Solicitor: _____</div>
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The undersigned hereby accepts the Offer and it's terms and covenants, promises and agrees to and with the above named Purchaser to carry out the same on the terms and conditions above-mentioned and hereby accepts the said deposit.

ACCEPTED this _____ day of _____, 2020.

Bellaire Properties Inc.

PER: _____
Authorized Signing Officer

VENDOR'S SOLICITOR
JMK Law, Jacqueline Knowles
53 Village Center Place, Suite 100,
Mississauga, Ontario L4Z 1V9
P: 905-890-1800 x308
Jacquie@jmklaw.ca

Initials: _____

CONSTRUCTION

1. a. The Vendor will construct (if not already constructed) and complete upon the Property a dwelling (the "Dwelling") of the type hereinbefore indicated in accordance with the plans of the Vendor therefore and filed or to be filed with the Municipality in order to obtain a building permit and the specifications set out in Schedule "B" annexed hereto. The Dwelling shall be deemed to be completed when all interior work has been substantially completed as determined by the Vendor and provided that the provisions of Section "Ontario Building Code - Conditions of Closing" of the attached Schedule TARION, Tarion Addendum, have been complied with and the Purchaser agrees in such case to close this transaction, without holdback, of any part of the Purchase Price, on the Vendor's undertaking given pursuant to Paragraph 4 hereof to complete the Dwelling, and the Purchaser hereby agrees to accept the Vendor's covenant of indemnity regarding lien claims which are the responsibility of the Vendor, its trades and/or suppliers, in full satisfaction of the Purchaser's rights under the Construction Lien Act, and will not claim any lien holdback on Closing. On Closing the Vendor shall provide the Purchaser with any one or more of the deliveries contemplated in Section "Ontario Building Code - Conditions of Closing" of the attached Schedule TARION, Tarion Addendum, annexed hereto with respect to the occupancy of the Dwelling. If by reason of "Unavoidable Delay" as defined in Schedule "TARION" annexed hereto the Vendor is required to extend the Closing, the Vendor shall be entitled to extend the Closing provided the Vendor complies with the provisions of Schedule "TARION" in respect of such extensions.
- b. Acceptance of construction, siting and grading by the Municipality shall conclusively constitute acceptance by the Purchaser. The Vendor shall have the right to substitute materials for those designated in the plans and/or specifications provided the quality is equal or better, and also to make minor changes in plans, siting and specifications, provided there is no objection from the Municipality.
- c. The Purchaser acknowledges and agrees that architectural control of external elevations, driveway construction, boulevard tree planting, landscaping, acoustical barriers, corner lot fencing (including the location of such acoustical barriers and corner lot fencing), exterior colour schemes, corner lot and rear lot treatments, or any other matter external to the Dwelling designed to enhance the aesthetics of the community as a whole, may be imposed by the Municipality and/or the Subdivider. In the event the Vendor is required, in compliance with such architectural control requirements, to construct an external elevation for this Dwelling other than as specified in this Agreement, or amend the driveway construction, boulevard tree planting or landscaping plan for this Dwelling (all of which is hereinafter referred to as the "Amended Elevation"), the Purchaser hereby irrevocably authorizes the Vendor to complete the Dwelling herein including the required Amended Elevation, and the Purchaser hereby irrevocably agrees to accept such Amended Elevation in lieu of the elevation specified in this Agreement. The Vendor shall have the right, in its sole discretion, to construct the hereinbefore described Dwelling either as shown on the sales brochures, renderings and other plans and specifications approved by the Municipality or any other authority having jurisdiction over same, or, to construct such Dwelling on a reverse mirror image plan, including reversal of garage siting and reversal of interior floor plan layout. Construction of a reverse mirror image Dwelling plan is hereby irrevocably accepted by the Purchaser without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligations as to construction of the Dwelling type hereinbefore described. Further, in the event the Vendor determines, at its sole discretion, to construct the Dwelling at a grade level different than as depicted in the sales brochures, renderings and other plans and specifications approved by the Municipality or any other authority having jurisdiction over same, necessitating a step, landing or series of steps to the front door, side door, rear door, or any door from the garage to the interior of the Dwelling (notwithstanding that such step, landing or series of steps may encroach into the garage parking area and/or affect the interior floor area of the dwelling adjacent to such step, landing or series of steps), the Purchaser hereby irrevocably agrees to accept such change without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligation as to construction of the Dwelling type hereinbefore described.
- d. The Purchaser hereby acknowledges that complete engineering data in respect of the Municipally approved final grading of the Property may not, as yet, be complete and accordingly, it may not be possible to construct a Dwelling with a walk-out basement or rear deck where so indicated in this Agreement, or vice versa. In the event this Agreement calls for a walk-out basement or rear deck and such is not possible or reasonable in the Vendor's opinion or in the event this Agreement does not call for a walk-out basement or rear deck and such is required, pursuant to final approved grading and engineering plans, the Purchaser shall accept a credit in the Purchase Price, or, pay the additional cost involved in constructing such walk-out basement or rear deck, as the case may be (such costs shall be absolutely determined by the Vendor).
- e. The Purchaser acknowledges that certain lots within the subdivision may require catch basins in the rear yard and associated leads, retaining walls, fencing, landscaping and other subdivision enhancement features, and that hydro transformers, street light poles and hydrants will front onto or be located within certain lots (including the Property) within the Subdivision. The Purchaser agrees to accept the Property subject to any catch basins and associated leads, retaining walls, fencing, landscaping and other subdivision enhancement features, and hydro transformers, street light poles and hydrants required pursuant to the municipally approved plans.
- f. In the event the Purchaser completes this transaction and occupies the Dwelling at a time prior to the Vendor completing all of its work or construction within the Subdivision, the Purchaser covenants and agrees to permit the Vendor and its agents and subtrades to enter upon the Property for the purposes of completing work on an adjoining property or other properties in the Subdivision and the Purchaser shall not interfere with any work or construction being so performed by the Vendor and its agents and subtrades. The Purchaser agrees that this covenant may be pleaded by the Vendor as an estoppel to any action or opposition by the Purchaser.
- g. The Purchaser covenants and agrees that he shall pay to the Vendor in advance for all extras, upgrades or changes ordered by the Purchaser at the time such order is made and the Purchaser further acknowledges and agrees that such payment is non-refundable in the event that this transaction is not completed as a result of any default hereunder of the Purchaser. Notwithstanding anything herein contained to the contrary, the Purchaser acknowledges and agrees that if, upon Closing, any of the extras, upgrades or changes ordered by the Purchaser remain incomplete in whole or in part or if the Vendor shall, in its sole discretion, determine that it will not provide extras, upgrades or changes or cannot complete the extras, upgrades or changes then there shall be refunded or credited to the Purchaser that portion of the amount paid by the Purchaser in connection with such extras, upgrades or changes allocated to those extras, upgrades or

changes which remain incomplete in whole or in part as aforesaid, as determined by the Vendor. The Purchaser further acknowledges and agrees that the amount so paid to the Purchaser (or for which, in the alternative, in the Vendor's discretion, the Purchaser received credit in the Statement of Adjustments) shall be accepted by the Purchaser as full and final settlement of any claim by the Purchaser with respect to the extras, upgrades or changes which remain incomplete as aforesaid. The Purchaser further acknowledges that the Vendor's liability with respect to such incomplete extras, upgrades or changes shall be limited to the return of the amounts referred to aforesaid and, thereafter, there shall be no further liability upon the Vendor in connection with such incomplete extras, upgrades or changes and upon such payment being made or credit being given, the Vendor shall be released from any and all obligation, claims or demands whatsoever with respect to such incomplete extras, upgrades or changes. In the event the Purchaser neglects to advise the Vendor forthwith upon request as to the Purchaser's selection of finishing specifications, or orders any extras, upgrades in interior finishings, or performs any work in or about the Dwelling which causes delay in the Vendor's construction operations, the Vendor may require the Purchaser to complete this transaction on the Closing herein set out without holdback of any part of the Purchase Price, on the Vendor's undertaking to complete any of the Vendor's outstanding work.

- h. The Vendor is not responsible for shade difference occurring in the manufacture of items such as, but not limited to, finishing materials or products such as cushion floor, carpet, floor tiles, roof shingles, brick, aluminum or vinyl siding, bath tubs, water closets, sinks and other such products where the product manufacturer establishes the standard for such finishes. The Vendor is also not responsible for colour variations in natural products or the finishes on natural products such as but not limited to marble, granite, hardwood flooring, kitchen cabinets, wood stair railings, spindles, trim as well as stains or finishes applied to any of the aforesaid which colours may vary when finishes are applied to them. Nor shall the Vendor be responsible for shade difference in colour of components manufactured from different materials but which components are designed to be assembled into either one product or installed in conjunction with another product such as but not limited to plastic toilet seats, china toilets, enamel tubs, melamine cabinet finishes and paint and in these circumstances the product as manufactured shall be accepted by the Purchaser.
- i. All dimensions and specifications on sales brochures and other sales aids are artists' concept only and are approximate and subject to modification without prior notice at the sole discretion of the Vendor in compliance with the Ontario Building Code. The location of mechanical installations may not be as shown on the sales brochures and will be located in accordance with approved plans and/or good construction practice and may result in room size or garage size reduction caused by the mechanicals being installed. If applicable the Purchaser will reimburse the Vendor for the costs of the supply of an air-conditioning unit. The Purchaser acknowledges being advised by the Vendor that the Vendor has experienced a high rate of theft of air-conditioning units when they are installed prior to the Closing. Accordingly, the Purchaser acknowledges that if the Agreement herein calls for the Vendor to install an air-conditioning unit, the Vendor has the right to install that unit, in accordance with the Agreement, within seven (7) days after the Closing, weather permitting. The Purchaser shall not be entitled to any holdback on account of the Purchase Price notwithstanding that the air-conditioning unit is not installed at the Closing. Notwithstanding the foregoing, in the event that the Purchaser requires the air-conditioning unit to be installed prior to the Closing, the Purchaser shall make written request therefor, such request to be received not later than thirty (30) days prior to the Closing by way of separate written request addressed to the Vendor's solicitor. The Purchaser acknowledges that the Purchaser shall assume all liability for the air-conditioning unit in the event that it is stolen after its installation prior to the Closing and the Vendor shall not be obliged to replace same nor shall there be any adjustment in the Purchase Price with respect thereto.
- j. Where any portion of any fence is within twelve (12) centimeters of the Property line, such fence shall be deemed not to be an encroachment at that point (the "**Permitted Encroachment**") and the Purchaser agrees to accept title to the Property and to complete the sale contemplated herein, without abatement of the Purchase Price. If any portion of any fence is not deemed to be a Permitted Encroachment (an "**Unpermitted Encroachment**") then the Purchaser shall complete the transaction herein either upon the Vendor's undertaking to take all reasonable lawful steps to remove the Unpermitted Encroachment; or, at the Vendor's sole option, upon an abatement in the Purchase Price, such abatement to be calculated by multiplying the Purchase Price by the ratio of the area of the Unpermitted Encroachment to the total area of the Property. Despite anything hereinbefore set out, the whole of any fence erected by any governmental authority, utility or railway or pursuant to any Subdivision, Site Plan or Development Agreement shall be deemed to be a Permitted Encroachment.

PRE-CONSTRUCTION APPROVALS

- 2. a. Notwithstanding the Closing of this transaction, the Purchaser's covenants, warranties and agreements in this Agreement shall not merge and the Purchaser shall give to the Vendor any further written assurance as may be required by the Vendor to give effect to this covenant either before or after the Closing. The Vendor, the Subdivider (the "**Subdivider**") of the plan of subdivision in which the Property is situate or their servants or agents may, for such period after Closing as is designated by the Subdivider and/or Vendor, enter upon the Property at all reasonable hours to enable completion or correction of sodding, to inspect, repair, complete or rectify construction, grade and undertake modifications to the surface drainage, including installation of catch basins, without liability therefore, and the Transfer/Deed may contain such provisions.
- b. The Purchaser will not alter the grading of the Property contrary to the municipally approved drainage pattern, and provided that lot grading has been completed in accordance with the municipally approved drainage and/or grading control plan, the Purchaser is estopped both from objecting thereto and from requiring any amendments thereto. If the Vendor has not undertaken to pave or finish the driveway pursuant to this Agreement, the Purchaser shall not pave or finish the driveway without the prior written consent of the Vendor and the prior written consent of the Subdivider and the Municipality, if required by the subdivision agreement or any other municipal agreement. Following such approval and prior to completing the driveway, the Purchaser shall notify the Vendor in writing so that water keys can be located and raised, if necessary. The Purchaser covenants and agrees not to damage or alter any subdivision service and shall