


SPECIAL POWER OF ATTORNEY

I MURLI RAHEJA and MANJU RAHEJA a legal resident of Ottawa, Ontario, and presently residing at 36 Kimini Drive Ottawa On K2S 3T1, desiring to execute a SPECIAL POWER OF ATTORNEY, do hereby make, constitute, and appoint NATASHA RAHEJA, as my true and lawful Attorney-in Fact, to act for me and in my name, place, and stead as follows, GRANTING unto my said Attorney full power to exercise signing authority related to the purchase of my Valecraft home including all legal, financial, and design decisions.

TERMINATION: This Power of Attorney shall become null and void one year for the date this Special Power of Attorney is signed, unless sooner revoked by me in writing and an original of the document revoking this Power of Attorney to the Valcraft Office.

IN WITNESS WHEREOF, I have hereunto set my hand this 15 day of Jan., 2020


SIGNATURE


SIGNATURE


SIGNATURE


WITNESS

**AMENDMENT TO AGREEMENT OF PURCHASE AND SALE
BETWEEN THE UNDERSIGNED PARTIES HERETO SIGNED**

ON THE 12 DAY OF January, 20 20

REGARDING PROPERTY KNOWN AS: BUILDER'S LOT : 300
LOT: 300 BLOCK :
4M-1589 RATHWELL LANDING
CIVIC ADDRESS: 153 Hickstead Way
PURCHASERS: Murli C Raheja and Manju Raheja

VENDORS: VALECRAFT HOMES LIMITED

DATE OF ACCEPTANCE: January 13, 2020

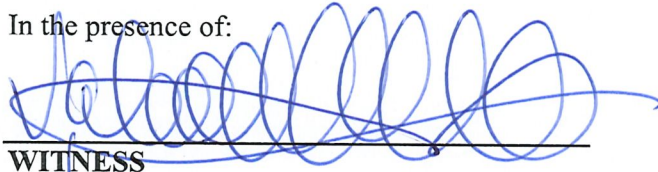
It is hereby understood and agreed between the undersigned parties hereto that the following changes shall be made to the above mentioned Agreement of Purchase and Sale and except for such changes noted below all other terms and conditions in the Agreement shall remain as stated therein and time shall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


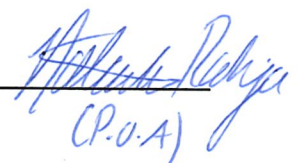
DELETE: **PURCHASE PRICE:** \$545,270.00
BALANCE AT CLOSING: \$495,270.00
LESS H.S.T. AMOUNT: \$503,778.76
SCHEDULE "G" DATED: January 13, 2020
TARION SCHEDULE "B" DATED: January 13, 2020

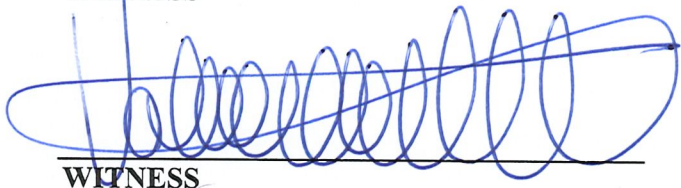
INSERT: **680 dated:** February 10, 2020 **in the amount of:** \$1,938.49
NEW PURCHASE PRICE: \$547,208.49
NEW BALANCE AT CLOSING: \$497,208.49
NEW LESS H.S.T. AMOUNT: \$505,494.24
SCHEDULE "G" DATED: February 10, 2020
TARION SCHEDULE "B" DATED: February 10, 2020
SCHEDULE "W2" DATED: February 10, 2020


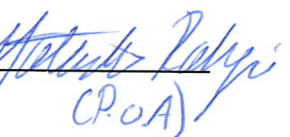
DATED at Ottawa **this** 10 **day of** February **20** 20

In the presence of:


WITNESS

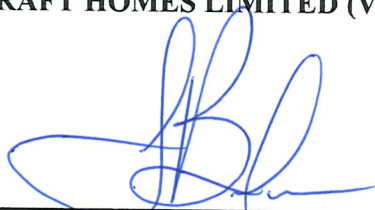
 
PURCHASER **(P.O.A.)**


WITNESS

 
PURCHASER **(P.O.A.)**

DATED at Ottawa **this** 18 **day of** February **20** 20

VALECRAFT HOMES LIMITED (VENDOR)

PER: 

SCHEDULE "G"**HARMONIZED SALES TAX AND NEW HOUSING REBATE**

1. The parties acknowledge that as at the date of this Agreement, Harmonized Sales Tax ("HST") is applicable to this transaction pursuant to the Excise Tax Act (Canada) (the "**Legislation**") and that, the Purchaser may qualify for the GST/HST new housing rebate (as is authorized by the Legislation from time to time) (the "**New Housing Rebate**") in respect of this transaction.
2. The Purchaser is hereby advised that the Purchase Price listed in "Purchase Price" Section of this Agreement includes all HST and the New Housing Rebate applicable to this transaction (refer to maximum rebate allowance in Clause 8) as at the date this Agreement is signed by the parties. All sales taxes applicable to the transaction (including any applicable New Housing Rebate) will be calculated as of the closing of the subject transaction and will be applied in accordance with the Legislation. In the event that there is a change to the Legislation after the execution of this Agreement but prior to the closing of this transaction, the Vendor shall make all applicable adjustments to the sales taxes payable in this transaction in accordance with all applicable Legislation.
3. The Purchaser hereby irrevocably assigns to the Vendor the benefit of the New Housing Rebate, if applicable to this transaction.
4. The Purchaser hereby warrants and agrees that:
 - (a) The Real Property is being purchased as the Purchaser's primary place of residence and that the Purchaser will take possession and occupy the Dwelling forthwith upon closing and will not allow occupancy of the Dwelling by any other individual (other than the Purchaser's immediate family) as a place of residence prior to occupancy by the Purchaser;
 - (b) Purchaser will execute and deliver on closing such documents as the Vendor may require to confirm the warranties and agreements contained in this Schedule; and
 - (c) Purchaser will submit to the Vendor on closing, prior to or after closing at the Vendor's request, an application or applications in the manner and in the form prescribed containing prescribed information required by the Legislation for the New Housing Rebate
5. The Purchaser acknowledges that the Vendor has calculated the Purchase Price on the assumption that the New Housing Rebate will be applicable to this transaction. If for any reason the Purchaser does not qualify for the New Housing Rebate, then the Purchaser shall be fully responsible for paying to the Vendor the amount of such New Housing Rebate plus interest at the Bank of Montreal prime rate from the date the statement of adjustments is calculated plus any fees, penalties or damages imposed on the Vendor under the Legislation. For greater certainty, the Purchaser acknowledges that the New Housing Rebate described above is for individuals buying a new house or residential condominium as a primary place of residence for themselves or a relation. It does not include the rebate for HST which may be available to investors buying a new house or residential condominium as a rental property (the GST/HST "**New Residential Rental Property Rebate**"). If the Property is being purchased for investment purposes, the Purchaser will not qualify for the New Housing Rebate and the Purchaser shall be responsible for paying to the Vendor an amount equal to the New Housing Rebate which has been included in the Purchase Price hereunder. All Purchasers buying a new house or residential condominium as a rental property are responsible for applying for the New Residential Rental Property Rebate after the closing of the subject transaction.



 Purchaser

 Purchaser



 Vendor

6. The Purchaser acknowledges and agrees that the Purchase Price set forth in this Agreement has been arrived at on the basis that the Purchase Price includes all Extras, premiums and bonuses and excludes any Extras ordered pursuant to a Change Order following the date of execution of this Agreement. The Purchaser acknowledges that the purchase of additional Extras following the date of execution of this Agreement may push the Purchase Price of the Real Property into a different sales tax category for the purposes of determining the amount of the New Housing Rebate, and that this may lower the amount of said New Housing Rebate applicable to the transaction. If a reduced New Housing Rebate is applicable under the Legislation due to the purchase of Extras following the date of execution of this Agreement, the Purchaser agrees to compensate the Vendor for the, amount by which the New Housing Rebate used to calculate the Purchase Price listed in the "Purchase Price" section herein exceeds the actual applicable New Housing Rebate, such amount to be credited to the Vendor as an adjustment on closing.
7. The Parties acknowledge that for purposes of Land Transfer Tax, the total consideration to be inserted in the Transfer/Deed of Land for this transaction shall be the total Purchase Price including Extras excluding HST and the New Housing Rebate, namely the amount of \$505,494.24. The Purchaser is responsible for payment in full of the Land Transfer Tax and the cost of registration of the transfer.
8. ~~Due to maximum allowance of GST/HST Rebate, Purchaser acknowledges that an additional cost of _____ representing the difference between GST/HST actually payable on the transaction and GST/HST calculated at 5.2% shall be incurred and payable on closing.~~
9. The Purchaser agrees to execute all further documents required by the Vendor after closing to give effect to this Schedule.

Signed at Ottawa this 10 day of February, 20 20

Munir Reddy Hatuta Reddy (POA) VALECRAFT HOMES LIMITED
PURCHASER

Munir Reddy Hatuta Reddy (POA)
PURCHASER

[Signature]
PER:

February 18, 2020
DATE:

PROJECT: RATHWELL LANDING LOT: 300

NON STANDARD EXTRAS (680)			
Rathwell Landing - Phase 2			
PURCHASERS: Murli C Raheja and Manju Raheja			Printed: 10-Feb-20 10:30 am
LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
300	2	1020 THE MORGAN ELEV C	10-Nov-20
ITEM	QTY	EXTRA / CHANGE	PRICE
11		1 - - PAINT ADDITIONAL COLOUR (NON DEEP BASE) BUILDERS STANDARD PAINT. PER COLOUR FOR COMPLETE HOUSE	\$ 438.00
29144			Each
17523		Note:	
*12		1 - - OTR - 1.7 C/F MICROWAVE WITH HOOD - STAINLESS	* \$ 75.00
28174			Each
17526		Note:	
13		1 - FOYER - TILE - FLOOR - UPGRADE - BRONZE - - FOYER (1) - BRONZE	\$ 551.00
50			Each
17587		Note: INCLUDES MAIN BATHROOM. As per attached tile installation sketch dated Feb 10-2020	
14		1 - LAUNDRY ROOM - TILE - FLOOR - UPGRADE - BRONZE - - MUD / LAUNDRY ROOM (6) - BRONZE	\$ 171.00
50			Each
17593		Note: As per attached tile installation sketch dated Feb 10-2020	
*15		*1 - ENSUITE BATH - TILE - WALL - UPGRADE - FLOOR TILE IN LIEU OF WALL - STANDARD - - ENSUITE BATHROOM - STANDARD (19) - STANDARD	* \$ 110.00
146			Each
17599		Note: As per attached tile installation sketch dated Feb 10-2020	
16		1 - KITCHEN - TILE - WALL - BACKSPLASH - UPGRADE - BRONZE - - KITCHEN - BRONZE	\$ 85.00
190			Each
17600		Note: As per attached tile installation sketch dated Feb 10-2020	
*17		2 - - CERAMIC TILE - GROUT COLOR PER COLOUR	* \$ 150.00
28848			
17601		Note: 2 GROUTS	
*18		1 - - CERAMIC TILE - DELETE FIREPLACE HEARTH	\$ 0.00
28847			Each
17602		Note:	
*19		1 - - HARDWOOD - LAUZON ENGINEERED HARDWOOD - 3 - 1/8"STAINED - STANDARD AREAS	* \$ 1,265.00
63400			Each
17604		Note: As per attached sketch dated Feb 10-2020	
*20		1 - KITCHEN/DINETTE - HARDWOOD - LAUZON ENGINEERED HARDWOOD - 3 - 1/8"STAINED - KITCHEN (4)	* \$ 782.00
62706			Each
17610		Note: INCLUDES DINETTE. As per attached sketch dated Feb 10-2020	
*21		1 - MASTER BEDROOM - HARDWOOD - LAUZON ENGINEERED HARDWOOD - 3 - 1/8"STAINED - MASTER BEDROOM (13)	* \$ 3,940.00
62707			Each
17611		Note: INCLUDES W.I.C. As per attached sketch dated Feb 10-2020	
*22		1 - BEDROOM 2 - HARDWOOD - LAUZON ENGINEERED HARDWOOD - 3 - 1/8"STAINED - BEDROOM 2 (14)	* \$ 2,053.00
62704			Each
17612		Note: As per attached sketch dated Feb 10-2020	

NON STANDARD EXTRAS (680)

Rathwell Landing - Phase 2

PURCHASERS: Murli C Raheja and Manju Raheja

Printed: 10-Feb-20 10:30 am

LOT NUMBER		PHASE	HOUSE TYPE	CLOSING DATE
300		2	1020 THE MORGAN ELEV C	10-Nov-20
ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
23		1 - - REMAINING DECOR CENTER CREDIT OF 7910.00\$ HAS BEEN APPLIED IN FULL TO THE PURCHASE PRICE	-\$7,910.00	Each
17624		Note:		
24		1 - GREAT ROOM - CLARIFICATION TO ITEM # 10 (electric fireplace): Supply and install Napoleon Ascent 33 Electric Fireplace NEFB33H. <i>Great Room approx 10". Fireplace to be bumped into</i>		Each
18033		Note: As per attached sketch dated Feb 10-2020		
*25		1 - - S&S ELECTRIC UPGRADES AS PER ATTACHED QUOTE & SKETCH.	*\$ 94.68	Each
29142				
18034		Note: S&S Estimate No#SS2694 dated February 10, 2020 90.00\$ +5.2%(4.68\$) = 94.68\$		
*26		1 - - ORBITAL UPGRADES AS PER ATTACHED QUOTE & SKETCH.	*\$ 0.00	Each
29143				
18035		Note: Orbital Estimate No#OR3187 rev 02 Dated February 10, 2020		
*27		1 - KITCHEN - BONUS - 6 LED POTLIGHTS - INTERIOR 4" DIRECTIONAL IN LIEU OF STANDARD KITCHEN CEILING FIXTURE ON EXISTING SWITCH	\$ 0.00	Each
87562				
18073		Note: Locations May Vary Due To Floor Joist Or Roof Truss Layouts. As per attached electrcial sketch dated Feb 10-2020 <i>Quote SS2694</i>		

MR MR AB

Sub Total \$1,804.68
HST \$0.00
Total \$1,804.68

\$1,804.68 / 1.052 x 1.13 = \$1,938.49

Difference \$133.81

MR MR AB

Payment Summary

Paid By Amount

Total Payment:

PURCHASER: *Murli C Raheja* 10-Feb-20
Murli C Raheja (P.O.A.) DATE

PURCHASER: *Manju Raheja* 10-Feb-20
Manju Raheja (P.O.A.) DATE

VENDOR: *AB*
PER: Valecraft Homes Limited

DATE: *February 18, 2020*

PREPARED BY: Samar Merhi

LOCKED BY:

PE 901-2

InvoiceSQL.rpt 10Sept19

CONSTRUCTION SCHEDULING APPROVAL

PER: _____

DATE: _____

NON RESILIENT FLOORING WAIVER

for

HARDWOOD FLOORING

Hardwood flooring is both a practical and elegant flooring option suitable for use in many areas of the home.

Increasingly however inquiries into the use of hardwood flooring in non-conventional areas of the home such as kitchens have prompted a need to forewarn and to heed caution to this optional upgrade.

Valecraft Homes Limited recommends strongly against the use of hardwood flooring in kitchen areas due to the natural absorption properties of hardwood when in contact with water or high-humidity areas. Hardwood flooring which has taken on water or excessive moisture will cup and/or buckle and ultimately prove to be costly to repair.

It is for this reason that VALECRAFT HOMES LIMITED will not guarantee nor provide warranty beyond manufacturing defect for installation of hardwood flooring in any of the aforementioned areas.

Should you decide to proceed against the Builder's recommendations, extreme caution and care must be taken not to leave any standing water on these floors for any length of time. All other care and maintenance instructions with respect to hardwood flooring must further be followed.

I/We, Murli C Raheja and Manju Raheja have read and fully understand the aforementioned caution and recommendation set forth by the builder and as such hereby release VALECRAFT HOMES LIMITED from future responsibility with respect to flooring damage caused as a result of water and/or excessive moisture.

Project: RATHWELL LANDING

LOT NO: 300

X Murli Raheja Manju Raheja
(Signature) (P.O.A.)

February 10, 2020
(Date)

X Manju Raheja Murli Raheja
(Signature) (P.O.A.)

February 10, 2020
(Date)

TARION SCHEDULE B

Adjustments to Purchase Price or Balance Due on Closing

PART I Stipulated Amounts/Adjustments

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

1. Preparation of transfer fee by Builder's solicitor as stated in Clause #16 of the Agreement of Purchase & Sale. **\$225.00 + HST= \$254.25**

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

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

1. Land Transfer Tax based on final purchase price less HST as stated in Clause #16 of the Agreement of Purchase & Sale.
2. Property Taxes as per final statement of adjustments as stated in Clause #6 of the Agreement of Purchase & Sale.
3. Maximum GST/HST rebate based on final purchase price less HST as stated in Schedule "G" Clause # 8 of the Agreement of Purchase & Sale.
4. Tarion Enrolment Fee based on final purchase price less HST as stated in Clause #6 of the Agreement of Purchase & Sale. Tarion Enrolment Calculation Table can be viewed on-line at tarion.com. See chart on page 11 as a guide.
5. Additional upgrades/deletions contained in the attached Amendment to the Agreement of Purchase and Sale dated Feb 10, 2020.
6. Any increase in existing or newly imposed levies, development charges, education development charges or any impost or other charges imposed by an approving authority or public utility corporation as stated in Clause # 32 of the Agreement of Purchase & Sale.

Signed at Ottawa, this 10 day of February, 20 20.

Muhammad Raza Muhammad Raza
Purchaser (P.O.A.)

Valecraft Homes Limited

Muhammad Raza Muhammad Raza
Purchaser (P.O.A.)

ABL
Per:

February 18, 2020
Date:

Lot #: 300

Project: RL