

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 : 298
LOT: 298 AB BLOCK :
4M-1589 RATHWELL LANDING
CIVIC ADDRESS: 159 Hickstead Way

PURCHASERS: Allan Joseph Robichaud and Jane A. Jackson

VENDORS: VALECRAFT HOMES LIMITED

DATE OF ACCEPTANCE: January 16, 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: JB \$613,890.16 JB AK
\$611,961.00
BALANCE AT CLOSING: JB \$563,890.16 JB AK
\$561,961.00
LESS H.S.T. AMOUNT: JB \$564,504.57 JB AK
\$562,797.35
SCHEDULE "G" DATED: JB January 12, 2020 JB AK
TARION SCHEDULE "B" DATED: JB January 12, 2020 JB AK

INSERT: 680 dated: February 17, 2020 in the amount of: \$8,743.65
NEW PURCHASE PRICE: JB \$622,633.81 JB AK
\$620,704.65
NEW BALANCE AT CLOSING: JB \$572,633.81 JB AK
\$570,704.65
NEW LESS H.S.T. AMOUNT: JB \$572,242.31 JB AK
\$570,535.09
SCHEDULE "G" DATED: February 17, 2020
TARION SCHEDULE "B" DATED: February 17, 2020

DATED at Ottawa this 17 day of February 20 20

In the presence of:

[Signature]
WITNESS

[Signature]
PURCHASER

[Signature]
WITNESS

[Signature]
PURCHASER

DATED at Ottawa this 24 day of February 20 20

VALECRAFT HOMES LIMITED (VENDOR)

PER: [Signature]

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



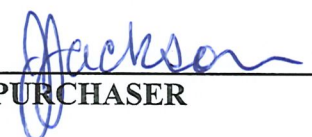
Purchaser




Vendor

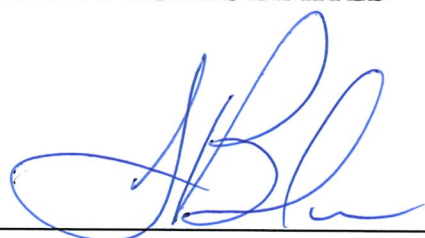
6. The Purchaser acknowledges and agrees that the Purchase Price set forth in this Agreement has been arrived at on the basis that the Purchase Price includes all Extras, premiums and bonuses and excludes any Extras ordered pursuant to a Change Order following the date of execution of this Agreement. 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 \$572,242.31 ~~\$570,535.09~~. 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 \$0 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 17 day of February, 20 20


PURCHASER


PURCHASER

VALECRAFT HOMES LIMITED


PER:

February 24, 2020
DATE:

PROJECT: RATHWELL LANDING LOT: 298

NON STANDARD EXTRAS (680)

Rathwell Landing - Phase 2

PURCHASERS: Allan Joseph Robichaud and Jane A. Jackson

Printed: 17-Feb-20 4:11 pm

LOT NUMBER		PHASE	HOUSE TYPE	CLOSING DATE	
298		2	1016 THE McCABE LOFT ELEV A	26-Nov-20	
ITEM	QTY	EXTRA / CHANGE		PRICE	INTERNAL USE
*18 29142	1	- S&S ELECTRIC UPGRADES AS PER ATTACHED QUOTE & SKETCH.		*\$ 2,268.11	Each
18140		Note: Estimate no#SS2740 rev 03 2156.00\$ +5.2% (112.11\$)= 2268.11\$ dated February 17, 2020			
*19 29143	1	- ORBITAL UPGRADES AS PER ATTACHED QUOTE & SKETCH.		*\$ 0.00	Each
18141		Note: Estimate no#OR3266 rev 02 dated february 17, 2020			
20 29147	1	- FLAT CEILING IN WHOLE HOUSE (BUNGALOW)		\$ 1,847.00	Each
18143		Note: Does not include additional basement areas			
21 28236	1	- KITCHEN - LOWER CABINETS ADJUSTED TO ACCOMODATE COOKTOP IN LEVEL 1 CABINETRY		\$ 782.00	Each
18144		Note: INCLUDES TOP approx. 6" FALSE DRAWER & 2X approx. 12" DRAWERS BELOW COOKTOP. COOKTOP CUT OUT : Width: 27-1/4" - 28-1/2", Depth: 19-1/8" - 19-3/4", Height: 8". As per attached kitchen sketch and appliances specs dated February 17, 2020			
22	1	- KITCHEN - CHIMNEY HOODFAN- 300CFM- STAINLESS STEEL- 30"		\$ 615.00	Each
18145		Note: As per attached kitchen sketch dated February 17, 2020			
23	1	- KITCHEN - SUPPLY AND INSTALL A WALL OVEN/MICROWAVE UNIT C/W 2 UPPER DOORS AND 1 BOTTOM DRAWER - APPROX 30' WIDE - MOVE COOKTOP APPROX 15" TOWARD DINETTE TO ACCOMODATE- MOVE STANDARD BOD NEXT TO COOKTOP. LEVEL 1 CABINETRY		\$ 2,206.00	Each
18146		Note: CUT OUT : Depth: 23-3/4", Height: 41-1/8" - 41-1/4", Width: 28-1/2" - 29". As per attached kitchen sketch and kitchen Appliances specs dated February 17, 2020			
24	1	- KITCHEN - WALL NEXT TO REFRIGERATOR TO BE SHORTENED. TO BE APPROX 25" IN LIEU OF BUILDER'S STANDARD.		\$ 75.00	Each
18147		Note: As per attached sketch, kitchen sketch and appliances specs dated February 17, 2020			
25 29014	1	- KITCHEN - GAS LINE FOR RANGE C/W 120V OUTLET. DELETE THE MICROWAVE HOODFAN AND ADJUST UPPER CABINETRY TO ACCOMODATE A BASIC WHITE HOODFAN AND ADJUST ELECTRICAL		\$ 347.00	Each
18148		Note: Does not include venting changes or connection. New dedicated outlet should be added for a microwave seperately. As per attached kitchen sketch dated February 17, 2020			
26	1	- KITCHEN/DINETTE - CLARIFICATION: SIDE CABINET OF KITCHEN ISLAND TO BE APPROX 48" AWAY FROM FRIDGE SIDE WALL (WHICH IS REDUCED TO APPROX 25", INSIDE WALL DIMENSION) , FRONT OF ISLAND TO BE APPROX 72" AWAY FROM STOVE WALL LEAVING AN APPROX 48" PASSAGE IN BETWEEN CABINETS.			Each
18149		Note: As per attached kitchen sketch dated February 17, 2020			
27	1	- GREAT ROOM - CLARIFICATION: great room pot light to start approx 36" from fireplace wall. All 6 pot light to be evenly spaced in the great room & approx centered with the fireplace.			Each
18258		Note:			
28	1	- KITCHEN - CLARIFICATION: keyless fixtures for future pendant lighting be approx 30" away from each other (center to center). Middle one (total of 3) to be approx. centered over island (approx 96" wide) and approx 90" from stove wall.			Each
18259		Note: Refer to kitchen sketch dated February 17, 2020			

NON STANDARD EXTRAS (680)

Rathwell Landing - Phase 2

PURCHASERS: Allan Joseph Robichaud and Jane A. Jackson

Printed: 17-Feb-20 4:11 pm




LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
298	2	1016 THE McCABE LOFT ELEV A	26-Nov-20

ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
29		1 - LAUNDRY ROOM - UPGRADE TO STACKABLE WASHER/DRYER CONFIGURATION. TO BE LOCATED NEXT TO GARAGE WALL. DELETE UPPER SHELVE & ENLARGE LINEN CLOSET.		Each
18263		Note: As per attached sketch dated February 17, 2020		


Sub Total	\$8,140.11
HST	\$0.00
Total	\$8,140.11

\$8,140.11 / 1.052 x 1.13 = \$8,743.65

Difference \$603.54

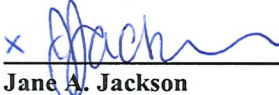
  

Payment Summary	
<u>Paid By</u>	<u>Amount</u>
Total Payment: _____	

PURCHASER: 


17-Feb-20
DATE

Allan Joseph Robichaud

PURCHASER: 

17-Feb-20
DATE

Jane A. Jackson

VENDOR: 

PER: Valecraft Homes Limited

DATE: February 24, 2020

CONSTRUCTION SCHEDULING APPROVAL

PER: _____

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.

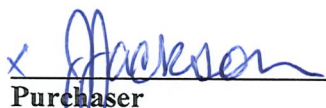
1. Preparation of transfer fee by Builder's solicitor as stated in Clause #16 of the Agreement of Purchase & Sale. **\$225.00 + HST= \$254.25**

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 17, 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 17 day of February, 2020

x 
Purchaser

x 
Purchaser

Valecraft Homes Limited


Per:

February 24, 2020
Date:

Lot #: 298

Project: Bathwell Landing