

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

ON THE 10 DAY OF February, 20 20

REGARDING PROPERTY KNOWN AS: BUILDER'S LOT : 301  
LOT: 301 BLOCK :  
4M-1589 RATHWELL LANDING  
CIVIC ADDRESS: 151 Hickstead Way  
PURCHASERS: John D. Said and M-Anne Hamelin

VENDORS: VALECRAFT HOMES LIMITED

DATE OF ACCEPTANCE: February 20, 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: \$556,254.92  
BALANCE AT CLOSING: \$506,254.92  
LESS H.S.T. AMOUNT: \$513,499.93  
SCHEDULE "G" DATED: February 20, 2020  
TARION SCHEDULE "B" DATED: February 20, 2020

INSERT: 680 dated: February 29, 2020 in the amount of: \$27,932.34  
NEW PURCHASE PRICE: \$584,187.26  
NEW BALANCE AT CLOSING: \$534,187.26  
NEW LESS H.S.T. AMOUNT: \$538,218.81  
SCHEDULE "G" DATED: February 29, 2020  
TARION SCHEDULE "B" DATED: February 29, 2020

*Schedule W4 Dated February 29, 2020*

DATED at Ottawa this 29 day of February 20 20

In the presence of:

Victor E. Hu  
WITNESS

[Signature]  
PURCHASER

Victor E. Hu  
WITNESS

[Signature]  
PURCHASER

DATED at Ottawa this 6 day of March 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

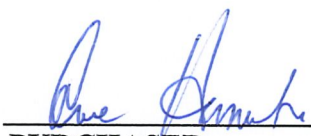



6. The Purchaser acknowledges and agrees that the Purchase Price set forth in this Agreement has been arrived at on the basis that the Purchase Price includes all Extras, premiums and bonuses and excludes any Extras ordered pursuant to a Change Order following the date of execution of this Agreement. 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 \$538,218.81. 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 29 day of February, 20 20

  
PURCHASER

VALECRAFT HOMES LIMITED

  
PURCHASER

  
PER:  
March 6, 2020  
DATE: JB

PROJECT: RATHWELL LANDING LOT: 301

NON STANDARD EXTRAS (680)

Rathwell Landing - Phase 2

PURCHASERS: John D Said and M-Anne Hamelin


Printed: 29-Feb-20 3:33 pm


LOT NUMBER		PHASE	HOUSE TYPE	CLOSING DATE
301		2	1020 THE MORGAN ELEV A	24-Nov-20
ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
26 90818  18134	1	KITCHEN - CABINETRY - EXTEND FRIDGE UPPER TO APPROX. 2FT DEEP  Note:	\$ 151.00	Each
27 94043  18160	1	- RAILING - OAK MODERN 3" POSTS, COLONIAL HANDRAILS & GUNN METAL SQUARE SPINDLES  Note:	\$ 1,409.00	Each
*28 29015  18161	1	KITCHEN - CABINETRY - ADJUST KITCHEN CABINETRY TO ACCOMMODATE NON-STANDARD REFRIGERATOR SIZE AS PER SKETCH  Note: Purchaser(s) acknowledge that the number & or size of doors may be reduced in the surrounding cabinetry to accommodate.	*\$ 67.00	Each
29 28761  18162	1	- WATER LINE ROUGH - IN TO FRIDGE, DOES NOT INCLUDE CONNECTION  Note: DOES NOT INCLUDE CONNECTION	\$ 156.00	Each
30 188  18170	1	- TILE - WALL - BACKSPLASH - INSTALLED STAGGERED - INSTALLATION ONLY - - KITCHEN - .  Note:	\$ 55.00	Each
31 190  18171	1	- TILE - WALL - BACKSPLASH - UPGRADE - BRONZE - - KITCHEN - BRONZE  Note:	\$ 85.00	Each
*32 28848  18172	1	- CERAMIC TILE - GROUT COLOR PER COLOUR  Note:	*\$ 55.00	Each
33 44  18173	1	- CARPET - UPGRADE - LEVEL 1 - - STANDARD AREAS - LEVEL 1  Note:	\$ 1,120.00	Each
*34 49  18174	*1	- UNDERPAD - UPGRADE - LEVEL 1 - - STANDARD AREAS - LEVEL 1  Note:	*\$ 640.00	Each
35 28779  18175	1	- KITCHEN FAUCET - DELTA MARLEY 986LF - AR ARCTIC STAINLESS  Note:	\$ 257.00	Each
36   18177	1	- UPGRADE TO GUN METAL BRACKET IN LIEU OF BUILDER'S STANDARD COLONIAL.  Note:	\$ 75.00	Each
37 50  18180	1	- TILE - FLOOR - UPGRADE - BRONZE - - KITCHEN (4) - BRONZE  Note: INCLUDES DINETTE	\$ 755.00	Each

PREPARED BY: Samar Merhi

LOCKED BY:

PE 923-1

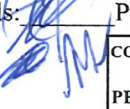
Vendor Initials: 

Purchaser Initials: 

CONSTRUCTION SCHEDULING APPROVAL

PER: \_\_\_\_\_

DATE: \_\_\_\_\_

March 6, 2020 



NON STANDARD EXTRAS (680)

Rathwell Landing - Phase 2

PURCHASERS: John D Said and M-Anne Hamelin

Printed: 29-Feb-20 3:33 pm

LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE	
301	2	1020 THE MORGAN ELEV A	24-Nov-20	
ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
*38 57 18183	*1	- TILE - FLOOR - INSTALLED STAGGERED - INSTALLATION ONLY - - KITCHEN (4) - .  Note: INCLUDES DINETTE	*\$ 351.00	Each
39 18185	1	- KITCHEN - Upgrade to bronze level wall tile, 1/3 staggered installation, behind chimney hoodfan untill bulkhead.  Note:	\$ 70.00	Each
*40 81216 18188	1	- KITCHEN - COUNTERTOP - QUARTZ - UPGRADE LEVEL 1 - KITCHEN (4)  Note: INCLUDING FLUSH BREAKFAST BAR	*\$ 4,321.00	Each
41 18189	1	- KITCHEN - 2 TONE KITCHEN CABINET  Note:	\$ 237.00	Each
42 18191	1	- ENSUITE BATH - UPGRADED LAMINATE - VANITY WAS EXTENDED APPROX 18"  Note: See sketch dated Feb. 29. 2020	\$ 132.00	Each
43 18194	1	- KITCHEN - SUPPLY AND INSTALL PUCK LIGHTING - LEVEL 1 CABINET- STANDARD KITCHEN LAYOUT Includes 3 electrical outlets to be installed near top of cabinets Note: PRICE 1 PUCK LIGHT PER DOOR. <del>4 PUCK LITES</del>	\$ 1,795.00	Each
44 18195	1	- UPGRADE TO ASPEN UPGRADED INTERIOR DOOR HANDLES THROUGHOUT.  Note: 5 PASSAGE DOOR 2 ENTRY DOOR 4 PRIVACY DOOR 2 DUMMY DOOR	\$ 910.00	Each
*45 72871 18197	1	- HARDWOOD - LAUZON ENGINEERED HARDWOOD - 4-1/8" WIRE BRUSHED - STANDARD AREAS  Note: See sketch dated Feb. 29. 2020	*\$ 2,047.00	Each
46 18443	1	- MAIN BATHROOM - SUPPLY AND INSTALL A GRAB BAR (MAXX 32IN RIGHT HAND CURVE SKU 10029254-105 BRUSHED NICKEL) ON BACK WALL. WALL TO BE REINFORCED TO ACCOMODATE INSTALLATION OF GRAB BAR  Note:	\$ 666.00	Each
47 18444	1	- MAIN BATHROOM - SUPPLY AND INSTALL A GRAB BAR (MAXX 24IN MODERN STRAIGHT SKU 10028765-105 BRUSHED NICKEL) TO BE INSTALLED VERTICALLY BETWEEN SHOWER DOOR AND CONTROLS. WALL TO BE REINFORCED TO ACCOMODATE INSTALLATION OF GRAB BAR  Note:	\$ 388.00	Each
*48 28153 18499	1	- KITCHEN - HOOD FAN - CHIMNEY - BROAN 400 CFM - 30IN STAINLESS IN LIEU OF OTR. INCLUDES ADDITIONAL BACKSPLASH TILES FROM BUILDERS STANDARD SELECTIONS  Note: Does not include modifications to cabinetry or electrical for new microwave location - Builder Recommend Make-up Air System	*\$ 437.00	Each
*49 29142 18500	1	- S&S ELECTRIC UPGRADES AS PER ATTACHED QUOTE & SKETCH.  Note: Estimate No#SS2767 rev 02 2935.00\$ + 5.2% tax = 3087.62\$	*\$ 3,087.62	Each

PREPARED BY: Samar Merhi

LOCKED BY:

PE 923-2

InvoiceSQL.rpt 10Sept19

Vendor Initials: *JB*

Purchaser Initials: *MW*

CONSTRUCTION SCHEDULING APPROVAL

PER: \_\_\_\_\_

DATE: \_\_\_\_\_



NON STANDARD EXTRAS (680)

Rathwell Landing - Phase 2

PURCHASERS: John D Said and M-Anne Hamelin

Printed: 29-Feb-20 3:33 pm

LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
301	2	1020 THE MORGAN ELEV A	24-Nov-20

ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
*50 29143	1	- ORBITAL UPGRADES AS PER ATTACHED QUOTE & SKETCH.	*\$ 1,813.65	Each
18501		Note: Estimate no#OR3290 rev 01 1724.00\$ + 5.2% tax (89.65\$) = 1813.65\$		
51 18505	1	- ENSUITE BATH - SUPPLY AND INSTALL A GRAB BAR (MAXX 32IN LEFT HAND CURVE SKU 10029253-105 BRUSHED NICKEL) ON BACK WALL. WALL TO BE REINFORCED TO ACCOMODATE INSTALLATION OF GRAB BAR	\$ 666.00	Each
52 18506	1	- ENSUITE BATH - SUPPLY AND INSTALL A GRAB BAR (MAXX 24IN MODERN STRAIGHT SKU 10028765-105 BRUSHED NICKEL) TO BE INSTALLED VERTICALLY BETWEEN END OF CERAMIC WALL TILE AND TUB/SHOWER CONTROLS. WALL TO BE REINFORCED TO ACCOMODATE INSTALLATION OF GRAB BAR	\$ 388.00	Each
53 18507	1	- POWDER ROOM - NOTE: 2PC BATHROOM TOILET ADJACENT TO BEDROOM #2 TO HAVE THE BUILDER'S STANDARD ELONGATED TOILET.		Each
54 32797	1	- HVAC - AC UNIT 13 SEER R - 410A - GOODMAN GSX13024 2 TON	\$ 3,578.00	Each
18548		Note: Location to be determined by Head Office		
55 18550	1	- BASEMENT - UPGRADE STANDARD BASEMENT WINDOW ON REAR ELEVATION FROM APPROX. 56"X24" TO APPROX. 60"X30"	\$ 160.00	Each
56 18551	1	- CLARIFICATION - MOVE GREAT ROOM OPERATOR WINDOW TO THE TOP OF THE STAIRCASE	\$ 0.00	Each
57 18552	1	- MAIN BATHROOM - UPGRADE MAIN BATHROOM LAMINATE COUNTERTOP	\$ 132.00	Each
58 18553	1	- BASEMENT - CLARIFICATION - FIREPLACE IN BASEMENT ITEM #23 IN B1A TO INCLUDE FAN KIT.	\$ 0.00	Each

Sub Total	\$26,004.27
HST	\$0.00
Total	\$26,004.27

\$26,004.27 / 1.052 x 1.13 = \$27,932.34

Difference \$1,928.07

Vendor Initials:

Purchaser Initials:

PREPARED BY: Samar Merhi

LOCKED BY:

PE 923-3

InvoiceSQL.rpt 10Sept19

CONSTRUCTION SCHEDULING APPROVAL

PER: \_\_\_\_\_

DATE: \_\_\_\_\_

NON STANDARD EXTRAS (680)

Rathwell Landing - Phase 2

PURCHASERS: John D Said and M-Anne Hamelin

Printed: 29-Feb-20 3:33 pm

LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
301	2	1020 THE MORGAN ELEV A	24-Nov-20
ITEM	QTY	EXTRA / CHANGE	PRICE
			INTERNAL USE

Payment Summary

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

PURCHASER:

John D Said

29-Feb-20  
DATE

VENDOR:

PER: Valecraft Homes Limited

PURCHASER:

M-Anne Hamelin

29-Feb-20  
DATE

DATE:

March 6, 2020

PREPARED BY: Samar Merhi

LOCKED BY:

PE 923-4

InvoiceSQL.rpt 10Sept19

CONSTRUCTION SCHEDULING APPROVAL

PER: \_\_\_\_\_

DATE: \_\_\_\_\_



**Schedule "W4"**  
**Granite & Variegated Quartz Colour Variation**

Purchaser's name: John D. Said Lot no: 301 Plan #: 4M-1589  
Purchaser's name: M-Anne Hamelin Project: RATHWELL LANDING  
Home Phone: 613-843-9750 Model: 1020 Morgan A L/O std  
Work Phone: \_\_\_\_\_ Closing Date: November 24, 2020  
E-Mail (1): johndsaid@gmail.com E-Mail (2): ahamelin62@gmail.com

Valecraft Homes Limited continues to provide the best in class sales and service. We recognize the importance of your home to you, our valued customer.

Granite & Variegated Quartz countertops are an elegant addition to your home. However, there are some things of which you should be aware.

Due to the natural composition of **Granite**, inherent variations in texture, colour and consistency are to be expected and considered as normal.

During the process of manufacturing **Variegated Quartz** to achieve a more natural stone look, variations in the appearance between the sample & the slab are to be expected.

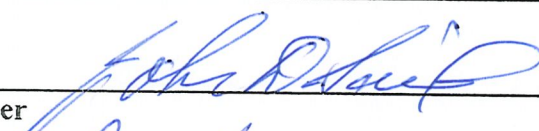
Valecraft Homes Limited strongly suggests that you attend an appointment with our granite/quartz supplier two to three months prior to closing to view the granite/variegated quartz slabs available in the colour you have already chosen. A representative from our supplier will contact you to set up a mutual date & time for the appointment.

I/we, John D. Said and M-Anne Hamelin  
have read and fully understand the aforementioned recommendation set forth by the builder and as such hereby release VALECRAFT HOMES LIMITED from future responsibility with respect to a variation in colour of granite/ variegated quartz countertops.


☐ We accept this opportunity

☒ We decline this opportunity

Project: RATHWELL LANDING LOT NO: 301

Purchaser  Date: February 29-2020

Purchaser  Date: February 29-2020

Valecraft Homes Limited  Date: March 6, 2020

Appointment date given: \_\_\_\_\_ Spoke with/left message: \_\_\_\_\_

Time scheduled: \_\_\_\_\_ Date & Time: \_\_\_\_\_



**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.

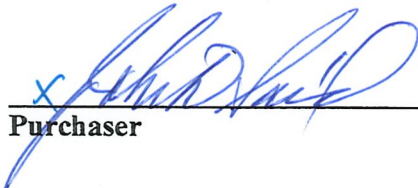
1. Preparation of transfer fee by Builder's solicitor as stated in Clause #16 of the Agreement of Purchase & Sale. **\$225.00 + HST= \$254.25**

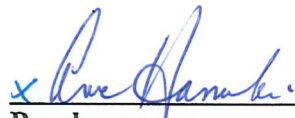
**PART II All Other Adjustments – to be determined in accordance with the terms of the Purchase Agreement**

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 February 29, 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 29 day of February, 2020.

  
Purchaser

  
Purchaser

Valecraft Homes Limited

  
Per:

March 6, 2020  
Date:

Lot #: 301

Project: Rathwell Landing