

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: \$584,187.26
BALANCE AT CLOSING: \$534,187.26
LESS H.S.T. AMOUNT: \$538,218.81
SCHEDULE "G" DATED: February 29, 2020
TARION SCHEDULE "B" DATED: February 29, 2020

INSERT: 680 dated: March 23, 2020 in the amount of: -\$2,562.91
NEW PURCHASE PRICE: \$581,624.35
NEW BALANCE AT CLOSING: \$531,624.35
NEW LESS H.S.T. AMOUNT: \$535,950.75
SCHEDULE "G" DATED: March 23, 2020
TARION SCHEDULE "B" DATED: March 23, 2020

DATED at Ottawa this 23 day of March 20 20

In the presence of:

Witness Signature
WITNESS

Witness Signature
WITNESS

PURCHASER Signature
PURCHASER Signature

DATED at Ottawa this 2 day of April 20 20

VALECRAFT HOMES LIMITED (VENDOR)

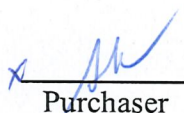
PER: Vendor Signature

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

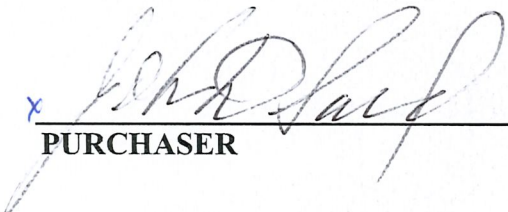
6. The Purchaser acknowledges and agrees that the Purchase Price set forth in this Agreement has been arrived at on the basis that the Purchase Price includes all Extras, premiums and bonuses and excludes any Extras ordered pursuant to a Change Order following the date of execution of this Agreement. 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 \$535,950.75. The Purchaser is responsible for payment in full of the Land Transfer Tax and the cost of registration of the transfer.

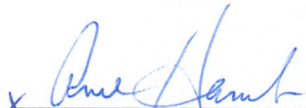
8. ~~Due to maximum allowance of GST/HST Rebate, Purchaser acknowledges that an additional cost of _____ representing the difference between GST/HST actually payable on the transaction and GST/HST calculated at 5.2% shall be incurred and payable on closing.~~

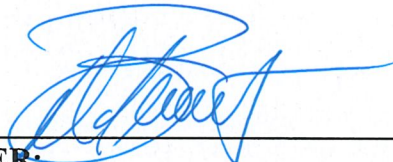
9. The Purchaser agrees to execute all further documents required by the Vendor after closing to give effect to this Schedule.

Signed at OTTAWA this 23 day of March, 20 20

x 
PURCHASER

VALECRAFT HOMES LIMITED

x 
PURCHASER


PER:

April 2, 2020
DATE:

PROJECT: RATHWELL LANDING LOT: 301



NON STANDARD EXTRAS (680)			
Rathwell Landing - Phase 2			
PURCHASERS: John D Said and M-Anne Hamelin		Printed: 22-Mar-20 4:07 pm	
LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
301	2	1020 THE MORGAN ELEV A	24-Nov-20
59	1 - KITCHEN - Upgrade to blanco quatrus R15 U1 medium #401517 stainless steel		\$ 885.00 Each
18503	Note:		
60	1 - - DELETE #54 (hvac - ac unit 13 seer)		-\$3,578.00 Each
18894	Note:		
61	1 - KITCHEN - NOTE : KITCHEN ISLAND IS LOCATED APPROX 4-0" AWAY FROM STOVE .		Each
18895	Note:		
62	1 - KITCHEN/DINETTE - NOTE : PATIO DOOR TO BE APPROX 6-0" WIDE WITH TRANSOM WINDOW ABOVE		Each
18896	Note:		
63	1 - - EXTERIOR BACK DECK AND STAIRS RE-DESIGN - OPTION #2 SEE #24 FOR UPGRADED DECK		Each
18925	Note: AS PER ATTACHED DATED MARCH 23 2020		
64	1 - - NOTE : EXTERIOR DECK STAIRS TO BACKYARD TO HAVE APPROX 10 RISERS- PRESSURE TREATED FRAMING WITH CEDAR DECK BOARDS		Each
18897	Note:		
65	1 - KITCHEN - REVISION 1 TO COLOUR CHART (PLUMBING - KITCHEN)		Each
18898	Note:		
66	1 - - FIREPLACE FAN KIT		\$ 307.00 Each
28528	Note: note fireplace in the basement		
18977			

Sub Total	\$-2,386.00
HST	\$0.00
Total	\$-2,386.00

\$-2,386.00 / 1.052 x 1.13 = \$-2,562.91

Difference \$-176.91



Vendor Initials:  Purchaser Initials: 

CONSTRUCTION SCHEDULING APPROVAL

PER: _____

DATE: _____

PREPARED BY: Samar Merhi
LOCKED BY:
PE 928-1
Invoices@Lrpt 16Sept19

NON STANDARD EXTRAS (680)

Rathwell Landing - Phase 2

PURCHASERS: John D Said and M-Anne Hamelin

Printed: 22-Mar-20 4:07 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
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Payment Summary

Paid By

Amount

Total Payment:

PURCHASER:

John D Said

22-Mar-20

DATE

PURCHASER:

M-Anne Hamelin

22-Mar-20

DATE

VENDOR:

PER: Valecraft Homes Limited

DATE:

April 2, 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 March 23, 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 23 day of March, 20 20.


Purchaser

Valecraft Homes Limited

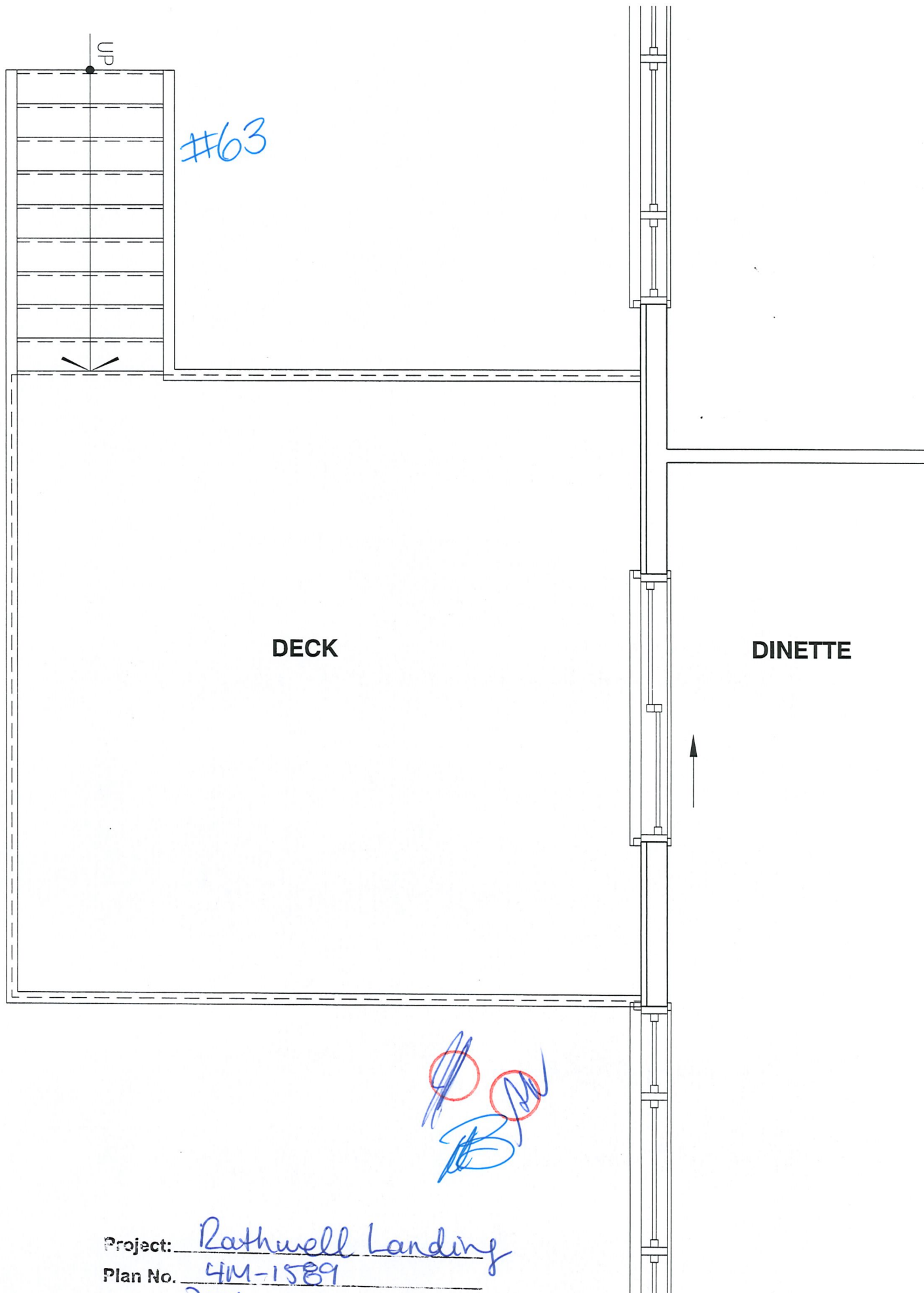

Purchaser


Per:

April 2, 2020
Date:

Lot #: 301

Project: Rathwell Landing



Project: Rathwell Landing
Plan No. 4M-1589
Lot: 301
Model: 1020 Morgan STD
Purchaser: John D. Said
M-Anne Hamelin

dated: March 23-2020



SINGLES AND TOWNS COLOUR CHART					
Community:	Rathwell Landing	Reg'd Plan #:	4M-1589	Sales Rep:	Victoria
Lot No:	301	Civic Address:	151 Hickstead way		
Purchaser(s):	John D Said			Model Name/#:	The Morgan 1020
Purchaser(s):	M-Anne Hamelin			Closing Date:	24-Nov-20

PLUMBING FIXTURES				
ROOM	FIXTURE	STYLE	FINISH	STD/UPG#
KITCHEN	SINK	Blanco quatrus R15 U1 medium #401517	Stainless Steel	59
	FAUCET			
MAIN BATHROOM	SINK			
	VANITY FAUCET			
	WATER CLOSET			
	SHOWER			
	TUB/SHOWER FAUCET			
ENSUITE BATHROOM	SINK			
	VANITY FAUCET			
	WATER CLOSET			
	TUB/SHOWER			
	SHOWER FAUCET			
	BATHTUB			
	BATHTUB FAUCET			
BEDROOM #2 2pc BATHROOM	PEDESTAL			
	SINK FAUCET			
	WATER CLOSET			
BASEMENT/OTHER BATHROOM	SINK			
	VANITY FAUCET			
	WATER CLOSET			
	TUB/SHOWER			
	TUB/SHOWER FAUCET			

NOTE: All fixtures are white as standard

Purchaser's Signature(s) : X John D Said


Purchaser's Signature(s) : X M-Anne Hamelin

Approved By : [Signature]

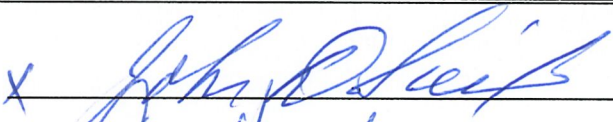


Date: March 23, 2020

Date: March 23, 2020

Date: April 2, 2020

 Valecraft Homes Ltd.	EXTERIOR COLOUR CHART					
	Community:	Rathwell Landing	Reg'd Plan #:	4M-1589	Sales Rep:	V. Hum
	Lot No:	301	Civic Address:	151 Hickstead Way		
	Purchaser(s):	John D. Said			Model Name/#:	Morgan/1020 L/O
	Purchaser(s):	M-Anne Hamelin			Elevation:	A
				Closing Date:	November 24,2020	

EXTERIOR PACKAGE NUMBER:		309
STONE: (IF APPLICABLE)	Permacon Range Amboise Beige	
STONE DOOR & WINDOW HEADER & SILL:	Permacon Block SMOOTH FACE Bestway White	
BRICK: (IF APPLICABLE)	Permacon Range Amboise Beige	
SIDING: (MITTEN)	Brownstone CORNERS: Brownstone	
NOVI SHAKE: (IF APPLICABLE)	Cedar Blend 202	
FACIA: (MITTEN - ALUMINIUM)	Brownstone 011	
SOFFIT & BEAM WRAPS: (MITTEN - ALUMINIUM)	Brownstone 011	
ALUMINIUM ROOF/WINDOW TRIM: (MITTEN -IF APPLICABLE)	Brownstone 011	
HARDIE BOARD PANEL: (STUCCO TEXTURE - IF APPLICABLE)	N/A	
ROOFING SHINGLES: (IKO)	Dual Brown	
EXTERIOR POSTS: (PAINT)	SW 9183 Dark Clove	
EXTERIOR ROOF DETAILS: (PAINT-IF APPLICABLE)	SW 9183 Dark Clove	
EXTERIOR FRONT DOOR: (PAINT)	SW 9183 Dark Clove	
GARAGE DOOR TRIM: (PAINT)	SW 9183 Dark Clove	
EXTERIOR WINDOWS:	Claystone	
GARAGE DOOR: (DOOR COMPANY)	Dark Brown	
EXTERIOR VENT/PIPE:	White	
ALUMINIUM RAILING: (IF APPLICABLE)	Clay	
WINDOW SHUTTERS: (RAISED PANEL - IF APPLICABLE)	N/A	
NOTES:		

Purchaser's Signature(s) :	x 	Date: <u>March 23 , 2020</u>
Purchaser's Signature(s) :	x 	Date: <u>March 23 , 2020</u>
Approved By :		Date: <u>April 2, 2020</u>