

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

ON THE 3rd DAY OF August, 20 20.

REGARDING PROPERTY KNOWN AS: BUILDER'S LOT : O85
LOT: 4M-1290 BLOCK: DEERFIELD 2
CIVIC ADDRESS: 616 Tranquil Stream Private
PURCHASERS: Majed Ali Sultan

VENDORS: VALECRAFT HOMES LIMITED
DATE OF ACCEPTANCE: August 10th, 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: \$468,803.00
BALANCE AT CLOSING: \$453,803.00
LESS H.S.T. AMOUNT: \$436,842.41
SCHEDULE "G" DATED: August 3rd, 2020
TARION SCHEDULE "B" DATED: August 3rd, 2020

INSERT: 680 dated: August 29th, 2020 in the amount of: \$10,888.30
NEW PURCHASE PRICE: \$479,691.30
NEW BALANCE AT CLOSING: \$464,691.30
NEW LESS H.S.T. AMOUNT: \$445,969.24
SCHEDULE "G" DATED: August 29th, 2020
TARION SCHEDULE "B" DATED: August 29th, 2020

DATED at Toronto this 29th day of August 20 20

In the presence of:

WITNESS

PURCHASER

WITNESS

PURCHASER

DATED at Ottawa this 1st day of September 20 20

VALECRAFT HOMES LIMITED (VENDOR)

PER: [Signature]

REV: August 11-20

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 \$445,969.24. The Purchaser is responsible for payment in full of the Land Transfer Tax and the cost of registration of the transfer.
8. The Purchaser agrees to execute all further documents required by the Vendor after closing to give effect to this Schedule.

Signed at Toronto this 29th day of August, 20 20


PURCHASER

VALECRAFT HOMES LIMITED

PURCHASER

PER: 

DATE: September 1, 2020

PROJECT: DEERFIELD 2 LOT: 085


NON STANDARD EXTRAS (680)			
Deerfield 2 - Phase 2			
PURCHASER: Majed Ali Sultan		Printed: 30-Aug-20 2:44 pm	
LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
O85	2	110 THE THOMAS	13-Jul-21
ITEM	QTY	EXTRA / CHANGE	PRICE / INTERNAL USE
33 111217	1	KITCHEN - RANGE 30IN - LEVEL 4 - 5.8 CU.FT FRONT CONTROLS 5 GAS BURNERS HIDDEN BAKE IN STAINLESS IN LIEU OF BONUS STAINLESS	\$ 1,302.00 Each
22968	Note: Appliances are delivered after closing		
34 87988	1	KITCHEN - REFRIDGERATOR - ESTAR - LEVEL 3 - 30" 19.6 C/F FRENCH DOOR - W/ EXT. WATER DISPENSER STAINLESS IN LIEU OF BONUS STAINLESS STEEL	\$ 1,085.00 Each
22969	Note: Does not include waterline rough-in or connection. Appliances are delivered after closing		
*35 88294	1	- ORBITAL UPGRADES AS PER ATTACHED QUOTE & SKETCH.	*\$ 289.28 Each
22994	Note: AS PER QUOTE# OR4155 REV.01 DATED 08/07/2020		
36 22996	1	KITCHEN - DELETE ITEM 36 CLAUIFICATION TO ITEM 25: 210 Niche to be installed approx. 48" from the floor.	\$ 0.00 Each M.S.
*37 88287	1	- S&S ELECTRIC UPGRADES AS PER ATTACHED QUOTE & SKETCH.	*\$ 1,982.02 Each
22999	Note: AS PER QUOTE #SS3469 REV.02 DATED 08/11/2020		
*38 111208	1	KITCHEN - HOOD FAN - CHIMNEY - WHIRLPOOL 300 CFM - 30IN STAINLESS IN LIEU OF BONUS STAINLESS. INCLUDES ADDITIONAL BACKSPASH TILES FROM BUILDERS STANDARD SELECTIONS	*\$ 575.00 Each
23000	Note: Does not include modifications to cabinetry or electrical for new microwave location. To be checked if Make-up Air system is required by Estimation Department		
*39 88290	1	FLAT CEILING IN WHOLE HOUSE	*\$ 0.00 Each M.S.
23001	Note: DELETE ITEM 39		
40 23002	1	KITCHEN - DELETE ITEM #10 IN B1A'S RE: ADJUST KITCHEN CABINETRY TO ACCOMMODATE NON-STANDARD REFRIGERATOR SIZE.	-\$75.00 Each
41 88469	1	KITCHEN - WATER LINE ROUGH - IN TO FRIDGE. DOES NOT INCLUDE CONNECTION	\$ 255.00 Each
23003	Note:		
*42 88779	1	KITCHEN - CABINETRY ACCESSORIES - UPGRADE CABINETRY HARDWARE IN KITCHEN ONLY AS PER SAMPLE BOARD	*\$ 480.00 Each
23004	Note: SUPPLY AND INSTALL UPGRADED KITCHEN CABINETRY HARDWARE TO POI-R7040-160-ABN IN LIEU OF STANDARD SERIES.		
43 88508	2	- CERAMIC TILE - GROUT COLOR PER COLOUR	\$ 150.00
23005	Note:		
*44 107	1	UNDERPAD UPGRADE LEVEL 1 - ALL AREAS LEVEL 1	*\$ 0.00 Each M.S.
23006	Note: DELETE ITEM 44		


PREPARED BY: Nicole Trudel

LOCKED BY:

PF 1.150-1

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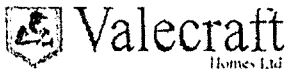
Vendor Initials: 

Purchaser Initials: 

CONSTRUCTION SCHEDULING APPROVAL

PER: _____

DATE: _____



NON STANDARD EXTRAS (680)

Dcerfield 2 - Phase 2

PURCHASER: Majed Ali Sultan

Printed: 30-Aug-20 2:44 pm

LOT NUMBER 085		PHASE 2	HOUSE TYPE 110 THE THOMAS	CLOSING DATE 13-Jul-21
ITEM, QTY, EXTRA CHARGE			PRICE	INTERNAL USE
45 88272	1 - ENSUITE BATH - BATHTROOMS - DELTA VERO SHOWER FAUCET T17253		\$ 450.00	Each
23008	Note: TO BE INSTALLED IN STANDARD ENSUITE BATHTROOM SHOWER, AS PER SKETCH.			
46	1 - KITCHEN - DELETE ITEM #23 IN B1A'S RE: KITCHEN SINK - BLANCO HORIZON SILGRANITE 210		-\$373.00	Each
23009	Note:			
47 88494	1 - KITCHEN - KITCHEN SINK - BLANCO HORIZON SILGRANITE U2 UNDERMOUNT (BIN DETP) - MIN 34" WIDE CABINET REQUIRED		\$ 382.00	Each
23010	Note: Only available with Solid Surface Countertops. PLEASE SPECIFY COLOUR AND CODE ON COLOUR SHEET. (See 52) Cinder MS			
48	1 - - DELETE ITEM #48		\$ 0.00	Each
23011	Note:			
*49 100245	1 - HARDWOOD OAK LAMIN - 5 3/4" STAINED STANDARD AREAS		*\$ 0.00	Each
23012	Note: DELETE ITEM 49 MS			
50	1 - KITCHEN - SUPPLY AND INSTALL KITCHEN BACKSPLASH, BRONZE SERIES LEVEL, INSTALLED IN 1/2 BRICK LAYOUT, IN STANDARD AREAS AND BEHIND CHIMNEY STYLE HOOD FAN, AS PER SKETCH.		\$ 167.00	Each
23015	Note:			
51	1 - KITCHEN - DELETE ITEM #21 RE: GRANITE LEVEL 1 COUNTERTOP IN KITCHEN, COMPLETE WITH FLUSH BREAKFAST BAR, IN STANDARD KITCHEN LAYOUT.		-\$6,325.00	Each
23016	Note:			
*52 104517	1 - KITCHEN - COUNTERTOP - QUARTZ - LEVEL 2 - KITCHEN		*\$ 7,525.00	Each
23017	Note: COMPLETE WITH FLUSH BREAKFAST BAR, IN STANDARD KITCHEN LAYOUT, PENCIL TOP WITH SQUARE BOTTOM EDGE PROFILE DETAIL, AS PER SKETCH.			
53	1 - UPPER HALL - DELETE ITEM# 19 IN B1A'S RE: DELETE HALF WALLS IN UPPER HALLWAY AND SUPPLY AND INSTALL OAK COLONIAL POSTS, COLONIAL HANDRAILS & COLONIAL SPINDLES.		-\$1,852.00	Each
23019	Note:			
54	1 - GREAT ROOM - DELETE ITEM #20 RE: DELETE HALF WALL ON STAIRS ADJACENT TO GREAT ROOM AND SUPPLY AND INSTALL OAK COLONIAL POSTS, COLONIAL HANDRAILS AND OAK COLONIAL SPINDLES.		-\$1,400.00	Each
23020	Note:			
*55 91537	1 - - RAILING - OAK MODERN 3 1/2" POSTS, CONTEMPORARY HANDRAILS & MODERN SPINDLES IN LIEU OF THE HALF WALL IN THE SECOND FLOOR HALLWAY		*\$ 2,655.00	Each
23136	Note:			
*56 91549	1 - - RAILING - OAK MODERN 3 1/2" POSTS, CONTEMPORARY HANDRAILS & MODERN SPINDLES IN LIEU OF THE HALF WALL ON THE STAIRS ADJACENT TO GREAT ROOM C/W OPEN STRINGERS		*\$ 1,923.00	Each
23137	Note:			

Vendor Initials: Purchaser Initials:

CONSTRUCTION SCHEDULING APPROVAL.

PER: _____

DATE: _____

PREPARED BY: Nicole Trudel

LOCKED BY:

PE 1-150-2

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NON STANDARD EXTRAS (680)
Deerfield 2 - Phase 2

PURCHASER: Majed Ali Sultan

Printed: 30-Aug-20 2:44 pm

LOT NUMBER		PHASE	HOUSE TYPE	CLOSING DATE
O85		2	110 THE THOMAS	13-Jul-21
ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
*57 91809	1 - - RAILING - OAK MODERN 3 1/2" POSTS, CONTEMPORARY HANDRAILS & MODERN SPINDLES			*\$ 1,693.00 Each
23138	Note:			

Sub Total	\$10,888.30
HST	\$0.00
Total	\$10,888.30

Payment Summary

Paid By Amount

Total Payment:

PURCHASER:

Majed Ali Sultan

29 Aug-20
DATE

VENDOR:

PER: Valecraft Homes Limited

DATE:

September 1, 2020

PREPARED BY: Nicole Trudel

LOCKED BY:

PE 1,150-3

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CONSTRUCTION SCHEDULING APPROVAL

PER: _____

DATE: _____

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 #17 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 #17 of the Agreement of Purchase & Sale.
2. Property Taxes as per final statement of adjustments as stated in Clause #7 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 #7 of the Agreement of Purchase & Sale. Tarion Enrolment Calculation Table can be viewed on-line at tarion.com. See chart on page 12 as a guide.
5. Additional upgrades/deletions contained in the attached Amendment to the Agreement of Purchase and Sale dated August 29th, 2020.
6. Any increase in existing or newly imposed levies, development charges, education development any impost or other charges imposed by an approving authority or public utility corporation as stated in Clause # 33 of the Agreement of Purchase & Sale.

Signed at Ottawa, this 29th day of August, 2020.


Purchaser

Valecraft Homes Limited

Purchaser


Per: _____

September 1, 2020
Date:

Lot #: O85

Project: **Deerfield Village II**