

**AMENDMENT TO AGREEMENT OF PURCHASE AND SALE
BETWEEN THE UNDERSIGNED PARTIES HERETO SIGNED
ON THE 28th DAY OF July, 2020 .**

REGARDING PROPERTY KNOWN AS: BUILDER'S LOT : O81
LOT: O81 BLOCK :
4M-1290 DEERFIELD VILLAGE 2
CIVIC ADDRESS: 624 Tranquil Stream Private

PURCHASERS: Ali Said

VENDORS: VALECRAFT HOMES LIMITED

DATE OF ACCEPTANCE: July 30, 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: \$484,644.80
BALANCE AT CLOSING: \$469,644.80
LESS H.S.T. AMOUNT: \$450,128.14
SCHEDULE "G" DATED: August 10th, 2020
TARION SCHEDULE "B" DATED: August 10th, 2020

INSERT: 680 dated: September 14th, 2020 in the amount of: \$11,380.00
NEW PURCHASE PRICE: \$496,024.80
NEW BALANCE AT CLOSING: \$481,024.80
NEW LESS H.S.T. AMOUNT: \$460,198.94
SCHEDULE "G" DATED: September 14th, 2020
TARION SCHEDULE "B" DATED: September 14th, 2020

Dated at Ottawa this 14th day of September, 2020

In the presence of:


WITNESS


PURCHASER

WITNESS

PURCHASER

Dated at Ottawa this 24th day of September, 2020

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 0,198.94 \$460,265.31. 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 Ottawa this 14th day of September, 2020

PURCHASER

VALECRAFT HOMES LIMITED

PURCHASER

PER:

DATE: _____

PROJECT: DEERFIELD VILLAGE 2 LOT: 081



NON STANDARD EXTRAS (680)			
Deerfield 2 - Phase 2			
PURCHASER: Ali Said		Printed: 14-Sep-20 9:15 pm	
LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
O81	2	130 THE LEWIS	27-Jul-21
ITEM	QTY	EXTRA / CHANGE	PRICE
			INTERNAL USE
28	1	- DELETE ITEM #3 IN B1A's RE: STANDARD AC UNIT 13 SEER R -410A-GOODMAN GSX13018 1.5 TON	\$ 0.00
23569	Note:		Each
*29	1	- STANDARD - AC UNIT 16 SEER 1.5 TON	\$ 0.00
90831			Each
23570	Note:	Location to be determined by Head Office	
30	1	- INTERIOR DOOR - STYLE - CONMORE 5 PANEL - - ALL AREAS - .	\$ 527.00
251			Each
23571	Note:	***INCLUDES THE 2 DOORS AT FOYER CLOSET - SEE B1-A ITEM #20***	
31	1	- MAIN BATHROOM - CABINETRY ACCESSORIES - UPGRADE CABINETRY HARDWARE IN BATHROOM ONLY AS PER SAMPLE BOARD, PER BATHROOM	\$ 75.00
89118			Each
23572	Note:	UPGRADE TO POI-V53-192-Z23 HORIZONTAL INSTALL	
32	1	- ENSUITE BATH - CABINETRY ACCESSORIES - UPGRADE CABINETRY HARDWARE IN LUXURY BATHROOM ONLY AS PER SAMPLE BOARD, PER BATHROOM	\$ 75.00
89120			Each
23573	Note:	UPGRADE TO POI-V53-192-Z23 HORIZONTAL INSTALL	
*33	1	- KITCHEN - CABINETRY ACCESSORIES - UPGRADE CABINETRY HARDWARE IN KITCHEN ONLY AS PER SAMPLE BOARD	*\$ 577.00
89119			Each
23574	Note:	UPGRADE TO POI-V53-192-Z23 HORIZONTAL INSTALL. 2 HANDLES PER POTS AND PANS DRAWERS (TOTAL 6 DRAWERS= 12 HANDLES).HORIZONTAL INSTALL ON SINK CABINET DOORS AND ALL LOWERS, 1 HANDLE PER DRAWER ON BOD. VERTICAL INSTALLATION OF HANDLES ON UPPER CABINETS.	
34	2	- KITCHEN - LOWER CABINETS - LC POTS & PANS C/W 3 DRAWER FRONTS 6/12/12	\$ 1,250.00
87999			
23576	Note:	TO BE LOCATED ON EITHER SIDE OF THE RANGE, As per Sketch	
35	1	- PAINT ADDITIONAL COLOUR (NON DEEP BASE) BUILDERS STANDARD PAINT. PER COLOUR FOR COMPLETE HOUSE	\$ 961.00
88288			Each
23579	Note:		
36	2	- CERAMIC TILE - GROUT COLOR PER COLOUR	\$ 150.00
88508			\$75.00
23581	Note:		A.S. X
37	1	- DELETE ITEM #21 IN B1A's RE: SUPPLY AND INSTALL HARDWOOD-OAK- LAUZON- 3 1/8" WIDE STAINED-STANDARD AREAS.	-\$1,611.00
23590	Note:		Each
38	1	- KITCHEN - DELETE ITEM #22 IN B1A's RE: SUPPLY AND INSTALL HARDWOOD-OAK-LAUZON-3 1/8" WIDE STAINED IN KITCHEN	-\$492.00
23591	Note:		Each

PREPARED BY: Nicole Trudel

LOCKED BY:

PE 1,170-1

InvoiceSQL.rpt 16May20

Vendor Initials:  Purchaser Initials: 

CONSTRUCTION SCHEDULING APPROVAL

PER: _____

DATE: _____


NON STANDARD EXTRAS (680)

Deerfield 2 - Phase 2

PURCHASER: Ali Said

Printed: 14-Sep-20 9:15 pm

LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
O81	2	130 THE LEWIS	27-Jul-21

ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
39 100503	1	- - HARDWOOD - OAK - LAUZON - 4 1/8" STAINED - STANDARD AREAS	\$ 3,087.00	Each
23592	Note:	LAUZON AMBIANCE COLLECTION AUTHENTIC SERIES RED OAK SINCERO CHARACTER GRADE ULTRA MATTE ENGINEERED EXPERT 10% SHEEN PURE GENIUS 4 1/8" WIDE, IN DINING ROOM, LIVING ROOM AND UPPER HALLWAY, AS PER SKETCH.		
*40 100514	1	- KITCHEN - HARDWOOD - OAK - LAUZON - 4 1/8" STAINED - KITCHEN	*\$ 866.00	Each
23593	Note:	LAUZON AMBIANCE COLLECTION AUTHENTIC SERIES RED OAK SINCERO CHARACTER GRADE ULTRA MATTE ENGINEERED EXPERT 10% SHEEN PURE GENIUS 4 1/8" WIDE, AS PER SKETCH		
41 23594	1	- - DELETE ITEM #12 IN B1A's RE: CARPET - UPGRADE - LEVEL 1 - ALL AREAS - LEVEL 1.	-\$1,218.00	Each
23594	Note:			
*42 105	*1	- - CARPET - UPGRADE - LEVEL 4 - - ALL AREAS C/W OPT ENS - LEVEL 4	*\$ 3,526.00	Each
23595	Note:	AS PER SKETCH.		
43 111	1	- MAIN BATHROOM - TILE - FLOOR - UPGRADE - SILVER - - MAIN BATH - SILVER	\$ 242.00	Each
23825	Note:	RECTANGULAR FRONT TO BACK INSTALL, AS PER SKETCH.		
44 111	1	- LAUNDRY ROOM - TILE - FLOOR - UPGRADE - SILVER - - LAUNDRY ROOM - SILVER	\$ 155.00	Each
23826	Note:	RECTANGULAR FRONT TO BACK INSTALL, AS PER SKETCH		
45 111	1	- FOYER - TILE - FLOOR - UPGRADE - SILVER - - FOYER / POWDER ROOM - SILVER	\$ 1,195.00	Each
23827	Note:	RECTANGULAR FRONT TO BACK INSTALL, AS PER SKETCH		
*46 140	*1	- ENSUITE BATH - TILE - WALL - UPGRADE - FLOOR TILE IN LIEU OF WALL - SILVER - - SHOWER SURROUND - ENSUITE BATHROOM - OPTIONAL (20) - SILVER	*\$ 525.00	Each
23830	Note:	HORIZONTAL STACKED INSTALL, AS PER SKETCH.		
*47 140	*1	- ENSUITE BATH - TILE - WALL - UPGRADE - FLOOR TILE IN LIEU OF WALL - SILVER - - TUB SURROUND - ENSUITE BATHROOM - OPTIONAL (20) - SILVER	*\$ 120.00	Each
23831	Note:	Includes Deck wall tile AND TUB BACKSPLASH HORIZONTAL STACKED INSTALL, AS PER SKETCH	A.S.	A.S. 
*48 140	*1	- MAIN BATHROOM - TILE - WALL - UPGRADE - FLOOR TILE IN LIEU OF WALL - SILVER - - MAIN BATHROOM (18) - SILVER	*\$ 455.00	Each
23832	Note:	HORIZONTAL STACKED INSTALL, AS PER SKETCH		
49 23833	1	- FOYER - DELETE ITEM #15 IN B1A'S RE: FOYER TILE FLOOR UPGRADE BRONZE FOYER/POWDER ROOM.	-\$704.00	Each
23833	Note:			
50 23834	1	- MAIN BATHROOM - DELETE ITEM #16 IN B1A'S MAIN BATHROOM TILE FLOOR UPGRADE BRONZE MAIN BATH BRONZE	-\$143.00	Each
23834	Note:			

Vendor Initials: 

Purchaser Initials: 

PREPARED BY: Nicole Trudel

LOCKED BY:

PE 1,170-2

InvoiceSQL.rpt 16May20

CONSTRUCTION SCHEDULING APPROVAL

PER: _____

DATE: _____

NON STANDARD EXTRAS (680)
Deerfield 2 - Phase 2

PURCHASER: Ali Said

Printed: 14-Sep-20 9:15 pm

LOT NUMBER O81	PHASE 2	HOUSE TYPE 130 THE LEWIS	CLOSING DATE 27-Jul-21
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ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
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51 23835	1 - ENSUITE BATH - DELETE ITEM #17 IN B1A'S ENSUITE BATH TILE FLOOR UPGRADE BRONZE MAIN BATH BRONZE ENSUITE BATH 4PCE (TUB AND SHOWER) BRONZE Note:	-\$161.00	Each
52 23836	1 - - DELETE ITEM #14 IN B1A'S RE: CERAMIC TILE GROUT COLOUR PER COLOUR. Note:	-\$75.00	Each
53 111 23837	1 - ENSUITE BATH - TILE - FLOOR - UPGRADE - SILVER - - ENSUITE BATH 4PC (TUB & SHOWER) - SILVER Note: RECTANGULAR FRONT TO BACK INSTALL, AS PER SKETCH	\$ 273.00	Each
54 91953 23855	1 - - RAILING - OAK MODERN 3 1/2" POSTS, CONTEMPORARY HANDRAILS & STAINLESS STEEL ROUND SPINDLES Note: COMPLETE WITH METAL BRACKET (IF APPLICABLE), 3 1/2" WIDE ROUTED POSTS, IN ALL STANDARD AREAS, AS PER SKETCH.	\$ 1,800.00	Each

Sub Total	\$11,455.00
HST	\$0.00
Total	\$11,455.00

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

PURCHASER: Ali Said

14-Sep-20
DATE

VENDOR: PER: Valecraft Homes Limited

DATE: September 24, 2020

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 September 14th, 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 14th day of September, 2020.


Purchaser

Valecraft Homes Limited

Purchaser

Per:

Date:

Lot #: O81

Project: **Deerfield Village II**