

JOSE MENENDEZ

SIGNATURE

228

DATE 2020-10-04
Y Y Y Y M M D D

Valecraft Homes Limited

\$ 24,000

PAY TO THE
ORDER OF

TWENTY FOUR THOUSAND

/100 DOLLARS

Security features
included.
Details on back.



ROYAL BANK OF CANADA
CONVENT GLEN SHOPPING CENTRE BRANCH
6505 JEANNE D'ARC BLVD. RL-261
ORLEANS, ON K1C 2R1

MEMO

2nd - FIRM UP VALECRAFT

[Signature]

MP

⑈ 228 ⑈ ⑆00886⑈003⑆510⑈040⑈9⑈

JOSE MENENDEZ

SIGNATURE

227

DATE 2020-11-04
Y Y Y Y M M D D

Valecraft Homes Limited

\$ 25,000

PAY TO THE
ORDER OF

TWENTY FIVE THOUSAND

/100 DOLLARS

Security features
included.
Details on back.



ROYAL BANK OF CANADA
CONVENT GLEN SHOPPING CENTRE BRANCH
6505 JEANNE D'ARC BLVD.
ORLEANS, ON K1C 2R1

MEMO

RL 261 - 3rd deposit

[Signature]

MP

⑈ 227 ⑈ ⑆00886⑈003⑆510⑈040⑈9⑈

RL 261

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

ON THE 31 DAY OF August, 20 20.

REGARDING PROPERTY KNOWN AS: BUILDER'S LOT : 261
LOT: 261 BLOCK :
4M-1589 Rathwell Landing
CIVIC ADDRESS: 732 Parade Dr.

PURCHASERS: Maria Menendez and Jose Ricardo Menendez

VENDORS: VALECRAFT HOMES LIMITED

DATE OF ACCEPTANCE: September 10, 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: SCHEDULE(S): C-1

INSERT: **THIS IS NOW A FIRM AND BINDING AGREEMENT OF PURCHASE AND SALE.**

CLOSING DATE OF: September 16, 2021.

Purchaser acknowledges that all multi-media locations and all upgrades up to drywall must be completed by October 1, 2020 in order to maintain the closing date.

Purchaser acknowledges that all interior colour selections and all upgrades must be completed by October 29, 2020 in order to maintain the closing date.

DATED at Ottawa this 4 day of October 20 20

In the presence of:

Victor & Hu
WITNESS

Maria Menendez
PURCHASER

Victor & Hu
WITNESS

[Signature]
PURCHASER

DATED at Ottawa this 6th day of October 20 20

VALECRAFT HOMES LIMITED (VENDOR)

PER: [Signature]

**AMENDMENT TO AGREEMENT OF PURCHASE AND SALE
BETWEEN THE UNDERSIGNED PARTIES HERETO SIGNED
ON THE 31 DAY OF August, 2020.**

REGARDING PROPERTY KNOWN AS: BUILDER'S LOT : 261
LOT: 261 BLOCK :
4M-1589 RATHWELL LANDING
CIVIC ADDRESS: 732 Parade Dr.

PURCHASERS: Maria Menendez and Jose Ricardo Menendez

VENDORS: VALECRAFT HOMES LIMITED

DATE OF ACCEPTANCE: September 10, 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: \$803,692.00
BALANCE AT CLOSING: \$753,692.00
LESS H.S.T. AMOUNT: \$732,470.80
SCHEDULE "G" DATED: August 31, 2020
TARION SCHEDULE "B" DATED: August 31, 2020

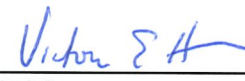
INSERT: 680 dated: October 4, 2020 in the amount of: \$14,783.00
NEW PURCHASE PRICE: \$818,475.00
NEW BALANCE AT CLOSING: \$768,475.00
NEW LESS H.S.T. AMOUNT: \$745,553.10
SCHEDULE "G" DATED: October 4, 2020
TARION SCHEDULE "B" DATED: October 4, 2020
SCHEDULE "W4" DATED: October 4, 2020

Dated at Ottawa this 4 day of October, 2020

In the presence of:


WITNESS


PURCHASER


WITNESS


PURCHASER

Dated at Ottawa this 6th day of October, 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 \$745,553.10 ~~\$749,446.02~~. The Purchaser is responsible for payment in full of the Land Transfer Tax and the cost of registration of the transfer.


① MM MM

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 4 day of October, 2020


X
PURCHASER

VALECRAFT HOMES LIMITED


PURCHASER


PER:

October 6, 2020
DATE:

PROJECT: RATHWELL LANDING LOT: 261

NON STANDARD EXTRAS (680)
Rathwell Landing - Phase 2


PURCHASERS: Jose Ricardo Menendez and Maria Menendez

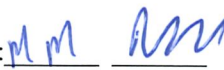
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LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
261	2	1086 THE STEEL ELEV B - WALK OUT BASEMENT	16-Sep-21

ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
27 29014 24092	1	- 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 Note: Does not include venting changes or connection. New dedicated outlet to be added for a microwave seperately. A Make-up system may be required if a larger CFM hoodfan is required	\$ 353.00	Each
*28 78601 24093	1	- HARDWOOD - LAUZON ENGINEERED HARDWOOD - 6-1/4" ESTATE STAINED - STANDARD AREAS Note: As per Plan	*\$ 7,627.00	Each
*29 78219 24155	1	- OFFICE - HARDWOOD - LAUZON ENGINEERED HARDWOOD - 6-1/4" ESTATE STAINED - OFFICE Note: As per Plan	*\$ 3,534.00	Each
*30 117066 24157	1	- KITCHEN - COUNTERTOP - GRANITE - LEVEL 1 - KITCHEN OPT #1 LAYOUT C/W OPT FLUSH BREAKFAST BAR Note: As per Plan including extended isalnd (see item #8)	*\$ 6,015.00	Each
31 24098	1	- DINING ROOM - DELETE THE 3 STD 24"X24" WINDOWS AND INSTALL APPROX 2 - 30"X72" WINDOWS BOTH WITH OPERATORS Note: As per plan	\$ 940.00	Each
32 99668 24679	1	- GARAGE DOOR - UPGRADE TO 16 x 8 MID-AMERICA/REGAL INSULATED BLACK DOOR WITH THERMAL INSERTS AND WEATHERSTRIPPING Note:	\$ 1,754.00	Each
33 24762	1	- DELETE ITEM #21 (RE: Hardwood 3-1/8" stained in standard areas..) Note:	-\$2,858.00	Each
34 24763	1	- OFFICE - DELETE ITEM #22 (RE: Hardwood 3-1/8" stained...) Note:	-\$2,582.00	Each

Sub Total	\$14,783.00
HST	\$0.00
Total	\$14,783.00

Vendor Initials: 

Purchaser Initials: 

CONSTRUCTION SCHEDULING APPROVAL

PER: _____

DATE: _____

NON STANDARD EXTRAS (680)

Rathwell Landing - Phase 2

PURCHASERS: Jose Ricardo Menendez and Maria Menendez


Printed: 6-Oct-20 3:23 pm

LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
261	2	1086 THE STEEL ELEV B - WALK OUT BASEMENT	16-Sep-21

ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
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Payment Summary	
<u>Paid By</u>	<u>Amount</u>
Amendment	\$14,783.00
<u>Total Payment:</u>	<u>\$14,783.00</u>

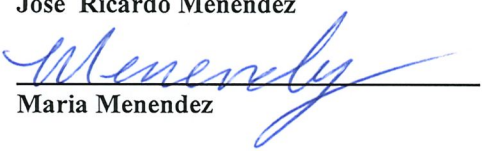
PURCHASER:



Jose Ricardo Menendez

⁴
06-Oct-20
DATE


PURCHASER:



Maria Menendez


⁴
06-Oct-20
DATE

VENDOR:



PER: Valecraft Homes Limited

DATE:



October 6, 2020

CONSTRUCTION SCHEDULING APPROVAL

PER: _____

DATE: _____



Valecraft
Homes Ltd.

THE STEEL

MODEL 1086

3205 SQ. FT.

Site: Rathwell Landing

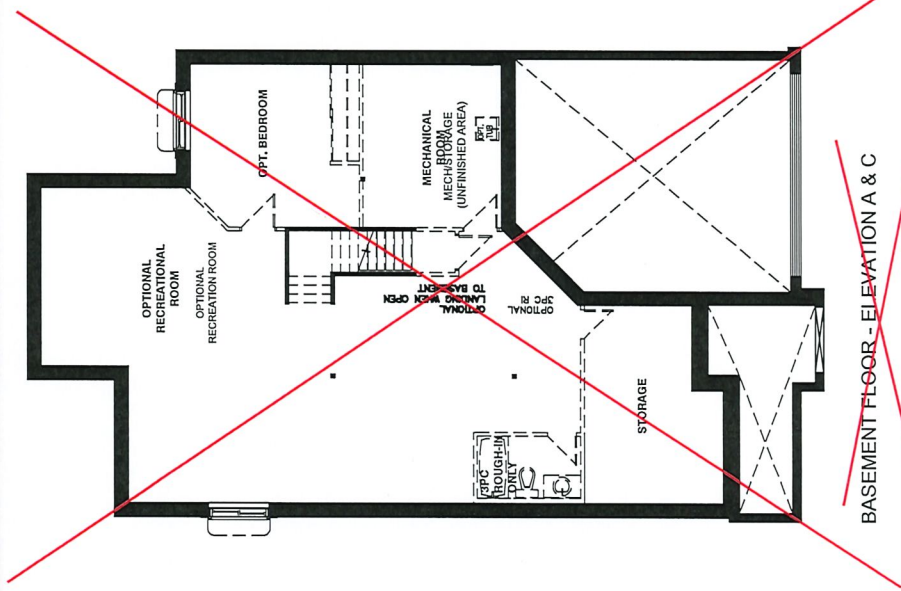
Purchaser: Maria Menendez

Plan No.: 4M-1589

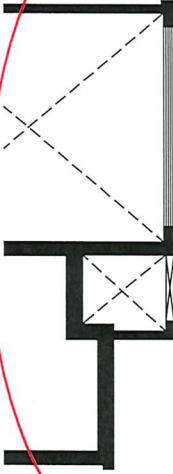
Lot: 261

Purchaser: Jose Ricardo Menendez

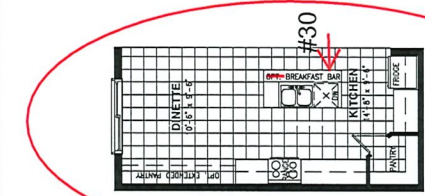
Date: Oct 4-20



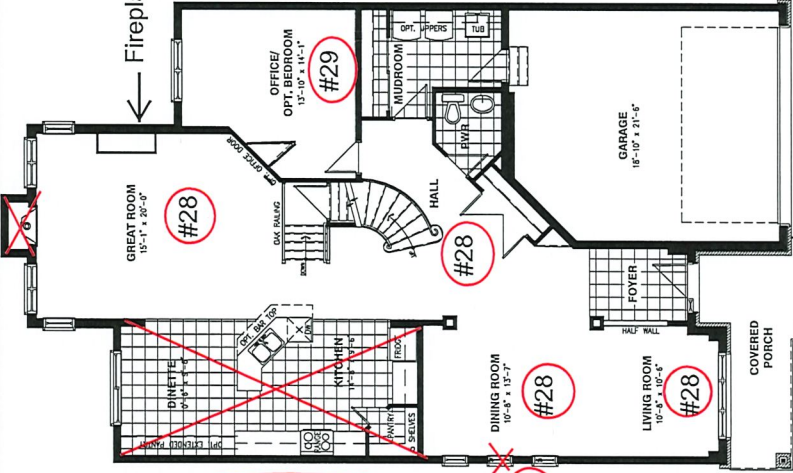
~~BASEMENT FLOOR - ELEVATION A & C~~



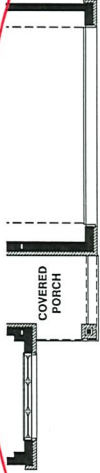
~~BASEMENT FLOOR - ELEVATION B~~



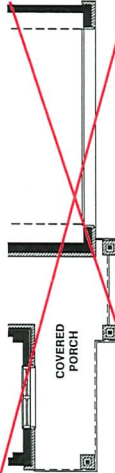
OPTIONAL KITCHEN #1



~~GROUND FLOOR - ELEVATION A~~



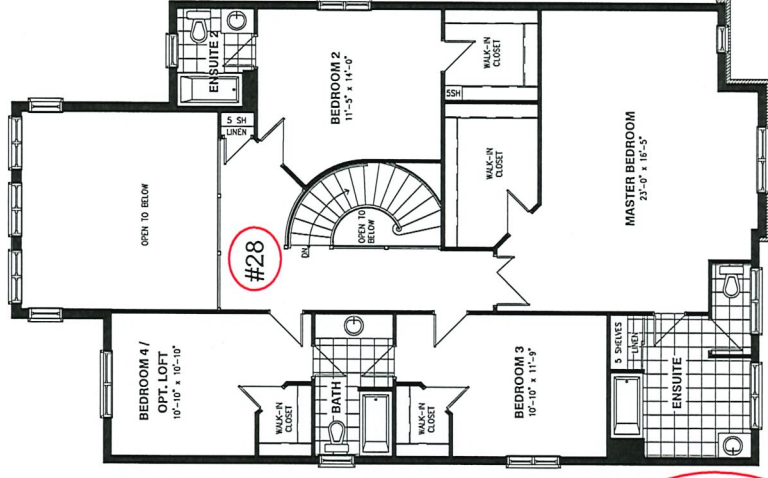
~~GROUND FLOOR - ELEVATION B~~



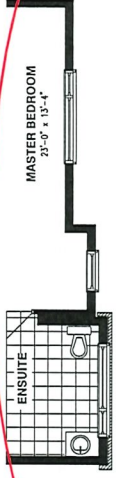
~~GROUND FLOOR - ELEVATION C~~

SKETCH

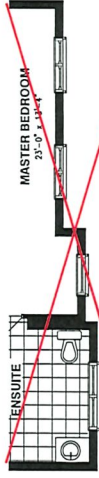
Fireplace



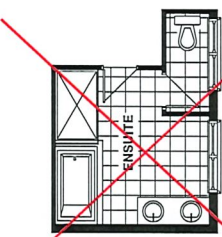
~~SECOND FLOOR - ELEVATION A~~



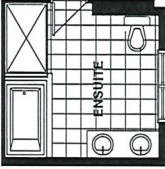
~~SECOND FLOOR - ELEVATION B~~



~~SECOND FLOOR - ELEVATION C~~



OPTIONAL 5PC ENSUITE
ELEVATION A



OPTIONAL 5PC ENSUITE
ELEVATION B & C

All dimensions are approximate. Exterior illustrations are artist concepts only and may not be as shown. E & OE, plans, materials and specifications are subject to change without notice. Actual useable floor space may vary from the stated floor area. *Note: Number of steps varies due to site grading. E. & O.E. 07/03/2020-1

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.

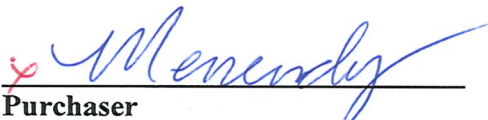
1. Preparation of transfer fee by Builder's solicitor as stated in Clause #16 of the Agreement of Purchase & Sale. \$225.00 + HST= \$254.25

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 October 4, 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 4 day of October, 2020.


Purchaser

Valecraft Homes Limited



Purchaser


Per:

October 6, 2020
Date:

Lot #: 261 - Plan 4M-1589

Project: **Rathwell Landing**

	EXTERIOR COLOUR CHART					
	Community:	Rathwell Landing	Reg'd Plan #:	4M-1589	Sales Rep:	Victoria Hum
	Lot No:	261	Civic Address:	732 Parade Dr.		
	Purchaser(s):	Maria Menendez			Model Name/#:	1086
	Purchaser(s):	Jose Ricardo Menendez			Elevation:	B
				Closing Date:	16-Sep-21	
EXTERIOR PACKAGE NUMBER: 305 UPG # 32						
STONE: (IF APPLICABLE)		Permacon Range Margaux Beige				
STONE DOOR & WINDOW HEADER & SILL:		Permacon Block SMOOTH FACE Bestway White				
BRICK: (IF APPLICABLE)		Permacon Range Margaux Beige				
SIDING: (MITTEN)		Brownstone CORNERS: Brownstone				
NOVI SHAKE: (IF APPLICABLE)		Weathered Blend 201				
FACIA: (MITTEN - ALUMINIUM)		Black 125				
SOFFIT & BEAM WRAPS: (MITTEN - ALUMINIUM)		Black 125				
ALUMINIUM ROOF/WINDOW TRIM: (MITTEN - IF APPLICABLE)		Brownstone 011				
HARDIE BOARD PANEL: (STUCCO TEXTURE - IF APPLICABLE)		Timber Bark OR Monterey Taupe <i>rm</i> <i>mm</i> <i>A</i>				
ROOFING SHINGLES: (IKO)		Driftwood				
EXTERIOR POSTS: (PAINT)		SW 6258 Tricorn Black				
EXTERIOR ROOF DETAILS: (PAINT-IF APPLICABLE)		SW 6258 Tricorn Black				
EXTERIOR FRONT DOOR: (PAINT)		SW 6258 Tricorn Black				
GARAGE DOOR TRIM: (PAINT)		SW 6258 Tricorn Black				
EXTERIOR WINDOWS:		Black				
GARAGE DOOR: (DOOR COMPANY)		Black (Mid-America Colour) (insulated)				
EXTERIOR VENT/PIPE:		White				
ALUMINIUM RAILING: (IF APPLICABLE)		Clay or Black <i>N/A</i> <i>rm</i> <i>mm</i> <i>A</i>				
WINDOW SHUTTERS: (RAISED PANEL - IF APPLICABLE)		RAISED PANEL, Black 002				
NOTES:						
Purchaser's Signature(s) :		<i>Menendez</i>			Date: <i>20/10/04</i>	
Purchaser's Signature(s) :		<i>[Signature]</i>			Date: <i>20/10/04</i>	
Approved By :		<i>[Signature]</i>			Date: <i>October 6, 2020</i>	