

**AMENDMENT TO AGREEMENT OF PURCHASE AND SALE
BETWEEN THE UNDERSIGNED PARTIES HERETO SIGNED
ON THE 23 DAY OF February, 2020.**

REGARDING PROPERTY KNOWN AS: BUILDER'S LOT : 297
LOT: 297 BLOCK :
4M-1589 RATHWELL LANDING
CIVIC ADDRESS: 161 Hickstead Way

PURCHASERS: J. Patrick Henderson and Maria T. Henderson

VENDORS: VALECRAFT HOMES LIMITED

DATE OF ACCEPTANCE: March 3, 2020

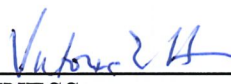
It is hereby understood and agreed between the undersigned parties hereto that the following changes shall be made to the above mentioned Agreement of Purchase and Sale and except for such changes noted below all other terms and conditions in the Agreement shall remain as stated therein and time shall remain of the essence.

DELETE: PURCHASE PRICE: \$612,705.87
BALANCE AT CLOSING: \$562,705.87
LESS H.S.T. AMOUNT: \$563,456.52
SCHEDULE "G" DATED: April 6, 2020
TARION SCHEDULE "B" DATED: April 6, 2020

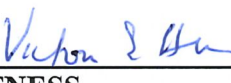
INSERT: 680 dated: November 9, 2020 in the amount of: -\$8.00
NEW PURCHASE PRICE: \$612,697.87
NEW BALANCE AT CLOSING: \$562,697.87
NEW LESS H.S.T. AMOUNT: \$563,449.44
SCHEDULE "G" DATED: November 9, 2020
TARION SCHEDULE "B" DATED: November 9, 2020

Dated at Ottawa this 9 day of November, 2020

In the presence of:


WITNESS


PURCHASER


WITNESS


PURCHASER

Dated at Ottawa this 13th day of November, 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 \$563,449.44 . 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 9 day of November, 2020


PURCHASER

VALECRAFT HOMES LIMITED


PURCHASER


PER:

November 13, 2020
DATE:

PROJECT: RATHWELL LANDING LOT: 297


NON STANDARD EXTRAS (680)

Rathwell Landing - Phase 2

PURCHASERS: J. Patrick Henderson and Maria T Henderson

Printed: 9-Nov-20 1:34 pm

LOT NUMBER 297	PHASE 2	HOUSE TYPE 1010 THE FERRIS ELEV C	CLOSING DATE 16-Dec-20
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ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
56	1	<i>intensity colour</i> Revision #1- Carpet re-selection <i># hood fan reselection</i>	N/C	Each
26352	Note:			
57	1	- Delete Item #35 - Chimney Hood Fan	-\$599.00	Each
26353	Note:			
58	1	- HOOD FAN - CHIMNEY - WHIRLPOOL 300 CFM - 30IN STAINLESS IN LIEU OF OTR. INCLUDES ADDITIONAL BACKSPLASH TILES FROM BUILDERS STANDARD SELECTIONS	\$ 591.00	Each
111286	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		
26354				

Sub Total	\$-8.00
HST	\$0.00
Total	\$-8.00

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

PURCHASER: *J. Henderson* 09-Nov-20
J. Patrick Henderson DATE

PURCHASER: *M. Henderson* 09-Nov-20
Maria T Henderson DATE

VENDOR: *[Signature]* PER: Valecraft Homes Limited

DATE: November 13, 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.

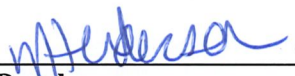
1. Land Transfer Tax based on final purchase price less HST as stated in Clause #16 of the Agreement of Purchase & Sale.
2. Property Taxes as per final statement of adjustments as stated in Clause #6 of the Agreement of Purchase & Sale.
3. Maximum GST/HST rebate based on final purchase price less HST 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 **November 9, 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 **9** day of **November**, 20**20**.



Purchaser

Valecraft Homes Limited



Purchaser

Per: 

Date: **November 13, 2020**

Lot #: **297**

Project: **Rathwell Landing**



SINGLES AND TOWNS COLOUR CHART-REVISION 1

Community:	Rathwell Landing	Reg'd Plan #:	4M-1589	Sales Rep:	Victoria
Lot No:	297	Civic Address:	161 Hickstead Way		
Purchaser(s):	J. Patrick Henderson			Model Name/#:	The Ferris 1010
Purchaser(s):	Maria T. Henderson			Closing Date:	16-Dec-20

INTERIOR FINISHES

DESCRIPTION

STD/UPG #

TRIM STYLE		
DOOR STYLE		
INTERIOR HARDWARE		
INTERIOR LIGHTING PACKAGE		
BATHROOM ACCESSORIES		
FIREPLACE MANTLE		

INTERIOR HANDRAILS AND SPINDLES

WOOD

STYLE

STAIN/COLOUR

STD/UPG #

HANDRAIL				
BRACKET				
SPINDLES				
POSTS				
NOSINGS				
HARDWOOD STAIRCASE <i>(WHERE APPLICABLE)</i>				

APPLIANCES

TYPE

SIZE

STD/UPG #

APPLIANCE UPG LEVEL

STD/UPG #

FRIDGE <i>(Standard Minimum Opening is 33" x 70.75")</i>				
RANGE				
DISHWASHER				
CHIMNEY HOODFAN	Standard	/	Whirlpool Chimney Range Hoodfan 30" Stainless Steel 300 CFM	#58
WASHING MACHINE/DRYER				

Purchaser's Signature(s) :

Date: Nov. 9, 2020

Purchaser's Signature(s) :

Date: Nov. 9, 2020

Approved By :

Date: November 13, 2020



Valecraft
Homes Ltd.

SINGLES AND TOWNS COLOUR CHART-REVISION 1

Community:	Rathwell Landing	Reg'd Plan #:	4M-1589	Sales Rep:	Victoria
Lot No:	297	Civic Address:	161 Hickstead Way		
Purchaser(s):	J. Patrick Henderson			Model Name/#:	The Ferris 1010
Purchaser(s):	Maria T. Henderson			Closing Date:	16-Dec-20

FLOORING SELECTIONS

ROOM	CARPET/UNDERPAD OR HARDWOOD	LEVEL	STD/UPG #
MAIN FLOOR HALLWAY			
DINING ROOM			
FLEX ROOM			
FAMILY ROOM			
GREAT ROOM			
DEN/HOME OFFICE			
REAR HALLWAY			
KITCHEN			
BREAKFAST AREA/DINETTE			
MAIN STAIRS TO BEDROOMS	Beaulieu A6761 Sultana II 13238 Democracy + Upgraded Underpad	L2 Carpet + L1 Underpad	#18-#13 <i>56</i>
UPPER HALLWAY			
BEDROOM # 2	Beaulieu A6761 Sultana II 13238 Democracy + Upgraded Underpad	L2 Carpet + L1 Underpad	#14 - #17 <i>56</i>
BEDROOM # 3	Beaulieu A6761 Sultana II 13238 Democracy + Upgraded Underpad	L2 Carpet + L1 Underpad	#14 - #17 <i>56</i>
BEDROOM # 4	Beaulieu A6761 Sultana II 13238 Democracy + Upgraded Underpad	L2 Carpet + L1 Underpad	#14 - #17 <i>56</i>
MASTER BEDROOM	Beaulieu A6761 Sultana II 13238 Democracy + Upgraded Underpad	L2 Carpet + L1 Underpad	#14 - #17 <i>56</i>
MASTER BEDROOM WALK-IN CLOSET	Beaulieu A6761 Sultana II 13238 Democracy + Upgraded Underpad	L2 Carpet + L1 Underpad	#14 - #17 <i>56</i>
STAIRS TO BASEMENT	Beaulieu A6761 Sultana II 13238 Democracy + Upgraded Underpad	L2 Carpet + L1 Underpad	#15 - #16 <i>56</i>
FINISHED BASEMENT RECREATION ROOM			

Purchaser's Signature(s) : *J. Henderson*
Purchaser's Signature(s) : *M. Henderson*
Approved By : *[Signature]*

Date: Nov. 9, 2020
Date: Nov. 9, 2020
Date: November 13, 2020

Subject to change by Valecraft Homes in the event of unavailability of materials.
Prices, terms and specifications are subject to change without notice E/O.E
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