# AMENDMENT TO AGREEMENT OF PURCHASE AND SALE BETWEEN THE UNDERSIGNED PARTIES HERETO SIGNED ON THE 21 DAY OF November , 20 20

REGARDING PROPER	TY KNOWN AS			4	
		LOT:		BLOCK :	
				PLACE ST THO	
				928 Lucerne	
PURCHASERS:		Evan O'Fla	nerty & Dan	iel Waugh	
VENDORS:					
DATE OF ACCEPTAN	CE:		November 2	27, 2020	
It is hereby underst following changes sh and except for such of shall remain as stated	all be made to thanges noted b	the above me below all othe	ntioned Agr r terms and	reement of Purch conditions in the	ase and Salo
DELETE:	PURC	CHASE PRICE:	\$61	3,944.95	
	BALANCE	AT CLOSING:	\$54	6,664.95	
	LESS H.S	S.T. AMOUNT:	\$56	4,553.05	
		E "G" DATED:			
TAR	RION SCHEDUL				
IAN					
INSERT: 680	dated: Mar	rch 30, 2021	in the amo	unt of:	0
		CHASE PRICE			
Ŋ	NEW BALANCE				
_	NEW LESS H.				
		E "G" DATED		ch 30, 2021	
m					
TAF	RION SCHEDUL	Æ "B" DATED	:Nare	ch 30, 2021	
Dated at Vaudreu	uil, QC this	30	_ day of _	March ,	2021
In the presence of:					•
•				—DocuSigned by:	
				111	
WITNESS			Æ	URCHASER.	
				- DeauGlass 44	
				一 DocuSigned by:	l Ta
				WIAIN 12 Place	
WITNESS			<u>A</u>	Evan D'Flalun PURCHASER	1
WITNESS			Ā	<u>Evan O'Flaiun</u> PUREHASER	1
WITNESS  Dated at Ottawa	this	31st	day of	PURCHASER  March ,	2021.
Ottown	this	·		March  CS (2019) LIMITED	
Ottown	this	VALECE	_		
Ottown	this	VALECR			
Ottown	this	VALECE Per: Fra	_		
Ottown	this	VALECE Per: fra	cusigned by:  AND Nieuwkae 4F827301214EE		
Ottown	this	VALECE Per: Fra	cusigned by:  AND Nieuwkae 4F827301214EE		

#### SCHEDULE "G"

## HARMONIZED SALES TAX AND NEW HOUSING REBATE

- 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.







REV: December 3, 2020

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 \$564,415.88 . 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.
Dated at	Vaudreuil, QC this 30 day of March , 2021
PURCH	VALECRAFT HOMES (2019) LIMITED
DocuSigr	,
Evan PURCH	O'Flaterty  Frank Nieuwkoop  PER <sup>04</sup> F827301214EE
	March 31, 2021
	DATE:

PROJECT: PLACE ST THOMAS 5 LOT: 4



## Freehold Form (Tentative Closing 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.

 Preparation of transfer fee by Builder's solicitor as stated in Clause #22 of the Agreement of Purchase & Sale.
 \$275.00 + HST= \$310.75

#### 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 #22 of the Agreement of Purchase & Sale.
- 2. Property Taxes as per final statement of adjustments as stated in Clause #11 of the Agreement of Purchase & Sale.
- 3. Real Estate Transaction Levy Surcharge as per final statement of adjustments as stated in Clause #13 of the Agreement of Purchase & Sale.
- 4. Administrative charges to set up assessment roll number and change of records as per final statement of adjustments as stated in Clause #14 of the Agreement of Purchase & Sale.
- 5. Delay in Closing by Purchaser of \$150.00 +HST per day as per final statement of adjustments as stated in Clause #15 of the Agreement of Purchase & Sale.
- 6. Maximum GST/HST rebate based on final purchase price less HST as stated in Schedule "G" Clause # 8 of the Agreement of Purchase & Sale.
- 7. Tarion Enrolment Fee based on final purchase price less HST as stated in Clause #12 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.
- Purchase and Sale dated March 30, 2021

8. Additional upgrades/deletions contained in the attached Amendment to the Agreement of

Signed at Vaudreuil, QC,	this 30 day of March, 2	0 <u>21</u>
DocuSigned by: Purchasep20462	Valecraft Homes (2019) Limited	1
Docusigned by: Evan O'Flalurty Purchaser 4049F	Per: A04F827301214EE	
	March 31, 2021  Date:	
Lot #: 4 - Phase 5	Project: Place St. Thomas 5	



### NON STANDARD EXTRAS (680)

#### Place St. Thomas - Phase 5

PURCHASERS: Evan O'Flaherty and Daniel Waugh

Printed: 31-Mar-21 9:33 am

LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
4	5	1035 THE MORROW ELEV A	November 30, 2021

ITEM	QTY EXTRA/CHANGE	PRICE	INTERNAL USE
<b>108</b> 32230	1 - MAIN BATHROOM - DELETE ITEM # 66 (RE: MAIN BATHROOM - SUPPLY AND INSTALLED UPGRADE LEVEL LAMINATE COUNTERTOP APPROX 30" DEEP OVER LAUNDRY - GABLE END INSTALLED BETWEEN WASHER AND DRYER)  Note: See Item 6 for Laundry reconfiguration	-\$1,506.00	Each
109	1 - MAIN BATHROOM - DELETE IETM # 68 (RE: UPGRADE LAMINATE COUNTERTOP IN MAIN BATHROOM -OPT 4 PC- DOUBLE VANITY)	-\$454.00	Each
32231	Note:		
110 107247	1 - MAIN BATHROOM - COUNTERTOP - GRANITE - LEVEL 1 - MAIN BATHROOM - OPT 4PC	\$1,235.00	Each
32232	Note: - To be installed with 1/4 bevelled edge as per revised Countertop edge profile sketch Rev. 02 dated March 30, 2021.  See Item #9 (Double Vanity)		
111 28052	2 - MAIN BATHROOM - BATHROOM SINK - AMERICAN STANDARD BOXE UNDERMOUNT SINK 0315 - 000	\$570.00	
32233	Note: - See Item #9 for upgraded Main Bathroom double vanity -See Item 110 for Solid Surface Countertops		
112	1 REVISION # 2 TO INTERIOR COLOUR CHART DATED JANUARY 25, 2021	\$0.00	Each
32234	Note: Colour Revision # 2 - Main Bathroom Countertop + Main Bathroom Vanity Sinks		

Sub Total	\$-155.00
HST	\$0.00
Total	\$-155.00

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

	DocuSigned by:		DocuSigned by:
PURCHASER:	Fran O'Flaherty	31-Mar-21	VENDOR: Frank Nieuwkoop
	Evast (07 Filadrenty)	DATE	A04F827301214EEPER: Valecraft Homes (2019) Limited
PURCHASER:	DocuSigned by:	31-Mar-21	March 31, 2021  DATE:
	Daniel Winugho 462	DATE	

PREPARED BY: Adam Bowman

LOCKED BY:
PE 1,493-1
InvoiceSQL.rpt 28mar21

CONSTRUCTION SCHEDULING APPROVAL

PER:

DATE:



Rev. 02

Standard Edge Prof	iles tor Granit	e & Quartz
	Eased Edge	
	1/4 Bevel	Main Bathroom
	1/2 Bevel	
	3/4 Bevel	
	Pencil Top Only with Square Bottom	
	Pencil Top and Bottom	
	1/2 Bullnose	
	Full Bullnose	
		DS ED FN

Project: Place ST. Thomas 5

Purchaser: Evan O'Flaherty

Plan #: <u>50M-348</u>

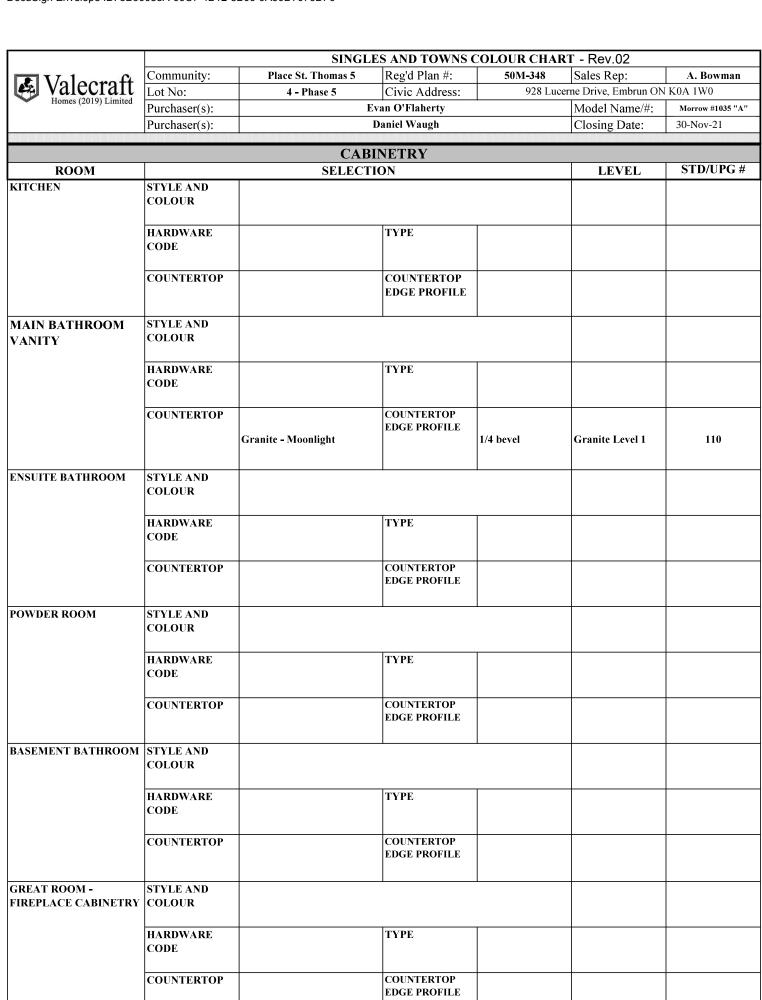
Purchaser: Daniel Waugh

Lot: 4 - Phase 5

Date: March 30, 2021

Model: #1035 The Morrow "A" Std

Upgrade #: 110



	DocuSigned by:			
Purchaser's Signature(s) :	126	2	Date:	30-Mar-21
	Providioned by 62			
Purchaser's Signature(s):	Evan O'Flal	urty	Date:	30-Mar-21
	85DF76DFCA4049F			
	DocuSigned by:			
Approved By:	DocuSigned by:  Frank Nieuwke	nah	Date:	March 31, 2021

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SINGLES AND TOWNS COLOUR CHART - Rev.02						
Community:	ty: Place St. Thomas 5 Reg'd Plan #: 50M-348 Sales Rep: A. Bowman					
Lot No:	4 - Phase 5	Civic Address: 928 Lucerne Drive, Embrun ON K0A 1W0			K0A 1W0	
Purchaser(s):	Evan O'Flaherty			Model Name/#:	Morrow #1035 "A"	
Purchaser(s):	Daniel Waugh Closing Date: 30-Nov-21					

#### PLUMBING FIXTURES **STYLE** ROOM**FINISH** STD/UPG# **FIXTURE** KITCHEN SINK FAUCET MAIN BATHROOM SINK(S) American Standard Boxe Undermount Sink 0315 - 000 (x2) White 111 VANITY FAUCET(S) WATER CLOSET TUB/SHOWER TUB/SHOWER FAUCET ENSUITE BATHROOM SINK(S) VANITY FAUCET(S) WATER CLOSET SHOWER SHOWER FAUCET BATHTUB BATHTUB FAUCET POWDER ROOM PEDESTAL SINK FAUCET WATER CLOSET BASEMENT BATHROOM SINK VANITY FAUCET WATER CLOSET TUB/SHOWER

Purchaser's Signature(s) :	DIA	Date: <u>30-Mar-21</u>
	<b></b>	
Purchaser's Signature(s):	Evala O'Elalustu	Date: 30-Mar-21

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March 31, 2021 | 10:17 AM PDT Date:

Approved By:

NOTE: All fixtures are white as standard

DocuSigned by: Frank Nieuwkoop

TUB/SHOWER FAUCET