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

	ON THE	30	_DAY OF	A <sub>]</sub>	oril , 20	<u>21                                    </u>
REGARDING	PROPERTY KI	NOWN AS:	BUILDER'S	S LOT :	24	
			LOT:	24	BLOC	 К :
			50M-352		PLACE ST T	HOMAS 6
			CIVIC ADI	DRESS:	792 Namu	r Street
PURCHASER	AS:		Analiza Reyes	s & Dand	elo De Guzman	
VENDORS:_		VALE	CRAFT HOM	<b>1ES (201</b> )	9) LIMITED	
DATE OF AC	CEPTANCE:			April	30, 2021	
following cha	anges shall be	made to the noted be	e above mer low all other	ntioned A	rsigned parties he Agreement of Purchard conditions in tassence.	hase and Sale
DELETE:		PURCH	ASE PRICE:		\$777,503.36	
	BA	LANCE A	Γ CLOSING:		6686,223.36	
		LESS H.S.T	T. AMOUNT:		5709,295.01	
	SC	HEDULE '	'G" DATED:	Sept	ember 13, 2021	
	TARION SO	CHEDULE	"B" DATED:	Sept	ember 13, 2021	
INSERT:	680 dated:	Novemb	er 10, 2021	in the aı	nount of: \$3,867	.00
	NE		ASE PRICE:			
	NEW BA	LANCE A	Г CLOSING:		6690,090.36	
	NEW :	LESS H.S.T	T. AMOUNT:		6712,717.13	
	SC	HEDULE '	'G" DATED:	Nov	ember 10, 2021	
	TARION SC	CHEDULE '	"B" DATED:	Nov	ember 10, 2021	
Dated at	Oshawa, ON	this	10	day of	November	2021
In the presence	of:					
					DocuSigned by:	
WITNESS			_		PURCHASER746F	3
					DocuSigned by:	
			<u></u>		Dandelo De a	Suzman
WITNESS					PURCHSASER:492	
Dated at	Ottawa, ON	this	10	day of	November	2021
			VALECRA	FT HOM	IES (2019) LIMITE	D
				ocuSigned by:		
				ank Nieu		
				.04F827301214E Jieuwkoop		
			rame: 1.1			
			Title: Vice	e President		

I HAVE THE AUTHORITY TO BIND THE CORPORATION 17, 2020

#### 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

Dos

FN

Vendor

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 \$712,717.13 . 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 _	Oshawa, ON	this _	10	day of	November	_,	2021
PURCHAS	Docusigned by:  Analiza Regis SER 0811DE63D13746F				VALECRAFT HO	OMES (201)	9) LIMITED
PURCHAS	<del></del>	, Wyman_			Docusigned by:  Frank Nieuwki  PER: A04F827301214EE	pop	
					November 10, 2021		
					DATE:		
	PF	ROJECT:	P	PLACE	ST THOMAS 6	LOT:	24



#### NON STANDARD EXTRAS (680)

#### Place St. Thomas - Phase 6

PURCHASERS: Analiza Reyes and Dandelo De Guzman **Printed**: 10-Nov-21 10:31 am

LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
24	6	1086 THE STEEL ELEV B	12-Apr-22

	6 1086 THE STEEL ELEV B			12-Apr-22		
ITEM	QTY EXTRA/CHANGE			PRICE	INTERNAL USE	
80	1 DELETE ITEM # 30 - LAUZON ENGINEERED HARDWOOD - 3 - 1/8" STAINED - STANDARD AREAS				Each	
37754	Note:					
81	1 - OFFICE - DELETE ITEM STUDY	-\$3,586.00	Each			
37755	Note:					
82	1 HARDWOOD - LAUZON AREAS	ENGINEERED HARDWO	OOD - 5 - 3/16" STAINED - STANDARD	\$8,154.00	Each	
37740	Note: - 5 3/16" Stained Maple - Standard areas include Great Room, Living Room, Dining Room, Main Floor Hallway & Upper Hallway					
83	1 - OFFICE - HARDWOOD - LAUZON ENGINEERED HARDWOOD - 5 - 3/16" STAINED - STUDY/OFFICE				Each	
37741	Note: - 5 3/16" Stained Maple					
84	1 ADMINISTRATION FEE	- ORDERS RECEIVED LA	ATER THAN 21 DAYS AFTER FIRM UP.	\$300.00	Each	
37742	Note:					
85	1 REVISION # 2 TO INTER	RIOR COLOUR CHART DA	ATED JULY 14, 2021	\$0.00	Each	
37756	Note: - Hardwood in Great Roo	m, Living Room, Dining Room	, Main Floor Hallway, Upper Hallway & Office			

Sub Total \$3,867.00 HST \$0.00 \$3,867.00 Total

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

PURCHASER: 10-Nov-21

Frank Nieuwkoop PER: Valecraft Homes (2019) Limited —A04F827301214EE...

**PURCHASER:** 

10-Nov-21 <del>Gwymatr</del> DATE

DATE: November 10, 2021

VENDOR:

PREPARED BY: Adam Bowman

LOCKED BY: PE 1,771-1 InvoiceSQL.rpt 01sept21

CONSTR	UCTION SCHEDULING APPROVAL	
PER:		-
DATE:		



## 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.

1. 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.
- Additional upgrades/deletions contained in the attached Amendment to the Agreement of Purchase and Sale dated November 10, 2021

Signed at Oshawa, ON , this	10 day of November , 2021 .
Docusigned by:  Analya Keyes  Purchaseipesadia746F	Valecraft Homes (2019) Limited
Docusigned by:  Dandels De Guzman  Purchaser 5812B72BC492	Per:  A04F827301214EE
	November 10, 2021  Date:
Lot #: 24 - Phase 6	Project: Place St. Thomas 6

Revised: January 28, 2021

	SINGLES AND TOWNS COLOUR CHART - Rev.02							
	Community:	Place St. Thomas 6	Reg'd Plan #:	50M-352	Sales Rep:	A. Bowman		
<b>Valecraft</b>	Lot No:	24 - Phase 6	ur Street, Embrun ON K0A 1W0					
Homes (2019) Limited	Purchaser(s):	24 - 1 Hase 0	Civic Address:  Analiza Reyes	7,72 1 (4111	Model Name/#:	Steel #1086		
	Purchaser(s):	]	Dandelo De Guzman		Closing Date:	12-Apr-22		
		ELOODIN	IC SELECTIONS			<u> </u>		
		FLOORIN	NG SELECTIONS		LEVEL	STD/UPG #		
ROOM		CARPET/UNDERPA		SID/CIG II				
MAIN FLOOR HALLWAY	Lauzon Essential	Collection Traditional Gr Smoky Gr	UPG	82, 85				
LIVING/DINING ROOM	Lauzon Essential	Collection Traditional Gr Smoky Gr	UPG	82, 85				
FLEX ROOM								
FAMILY ROOM								
GREAT ROOM	Lauzon Essential	Collection Traditional Gr Smoky Gr	ade Matte Engineered Exp ey 5-3/16"	ert Hard Maple	UPG	82, 85		
DEN/HOME OFFICE	Lauzon Essential	Collection Traditional Gr Smoky Gr	ade Matte Engineered Exp ey 5-3/16"	ert Hard Maple	UPG	83, 85		
REAR HALLWAY								
KITCHEN								
BREAKFAST AREA/DINETTE								
MAIN STAIRS TO BEDROOMS								
UPPER HALLWAY	Lauzon Essential	Collection Traditional Gr Smoky Gr	ade Matte Engineered Exp ey 5-3/16"	ert Hard Maple	UPG	82, 85		
BEDROOM # 2								
BEDROOM # 3								
BEDROOM # 4								
MASTER BEDROOM								
MASTER BEDROOM WALK-IN CLOSET								
PARTIAL STAIRS TO BASEMENT DOOR (LANDING)								
FINISHED BASEMENT RECREATION ROOM								
Purchaser's Signature(s) :	Docusigned by:	eyes		Date	Novembe	r 10, 2021		
Purchaser's Signature(s) :		De Guzman		Date	Novembe	r 10, 2021		
Approved By :	Frank Nies			Date:	Novembe	r 10, 2021		

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