



Amendment to Agreement

Change of Firm Occupancy  
(Section 4 of Addendum)

Subject Property:	<u>LOT 133, Plan #51m-1169, 1453 Stovell Crescent, Town of Innisfil</u>
Between Purchaser(s):	<u>Zainab Dawari</u>
And Vendor:	BELLAIRE PROPERTIES INC.
It is hereby understood and agreed between the undersigned parties hereto that the following changes shall be made to the above-mentioned Agreement, and except for such changes noted below all other terms and conditions in the Agreement shall remain in full force and effect.	

The Vendor and Purchaser hereby agree to amend the agreement of purchase and sale between them with respect to the Property, dated the 16th day of March, 2021, including amendments, if any, as follows:

Change to Statement of Critical Dates: Firm Occupancy Date

- 1. The current Firm Occupancy Date is: September 28, 2023
- 2. The **new** Firm Occupancy Date is: **October 27, 2023**
- 3. The current Outside Occupancy Date is: September 27, 2024
- 4. The **new** Outside Occupancy Date is: **October 28, 2024**

Party Requesting the Change of Date

- 1. The setting of a new Firm Occupancy Date and Outside Occupancy Date was at the request of the Purchaser, which request has been agreed to by the Vendor pursuant to the terms set out in this Amendment.

Compensation

- 2. The Purchaser acknowledges that the signing of this amending agreement may result in the loss of Delayed Occupancy Compensation to which the Purchaser would otherwise be entitled under the terms of the Delayed Occupancy Warranty provided for by the *Ontario New Home Warranties Plan Act* and its regulations.
- 3. The Purchaser and the Vendor acknowledge and agree that: (a) signing of this Amendment is entirely voluntary; (b) the Purchaser has no obligation to sign this Amendment; and (c) this purchase transaction will still be valid if the Purchaser does not sign this Amendment.
- 4. The Purchaser waives the Purchaser's entitlement to Delayed Occupancy Compensation for the period of delay up to the new Firm Occupancy Date set out above.

Other Terms

- 5. The Purchase Agreement is hereby amended by the terms of this Amendment. All other terms are confirmed, and time shall continue to be of the essence.
- 6. This Amendment may be executed electronically and transmitted by facsimile and/or email and shall in such event be effective and binding on the undersigned and their heirs, executors, estate trustees, successors and assigns as if originally executed and delivered.
- 7. This Amendment may be executed in two or more counterparts, each of which when so executed and delivered shall be an original, but all of which together shall be constitute one and the same instrument.
- 8. Purchaser agrees to provide a further deposit of **\$15,000.00**, to be credited towards the final purchase price. Cheque to be made payable to Bellaire Properties Inc. and shall be delivered to Lormel Homes, prior to execution of the Addendum by the Builder.

DATED on \_\_\_\_\_

\_\_\_\_\_  
(Witness)

Zainab Dawari  
Zainab Dawari (Sep 11, 2023 07:59 GMT+10)

\_\_\_\_\_  
(Purchaser) (Date)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Purchaser) (Date)

Bellaire Properties Inc.

Per:   
Lormel Homes (Sep 11, 2023 10:05 EDT)  
Authorized Signing Officer,  
I have the authority to bind the Corporation.

Freehold Form  
(Firm Closing Date)

Property LOT 133, INNISFIL  
PHASE 1

Statement of Critical Dates  
Delayed Closing Warranty

This Statement of Critical Dates forms part of the Addendum to which it is attached, which in turn forms part of the agreement of purchase and sale between the Vendor and the Purchaser relating to the Property. **The Vendor must complete all blanks set out below. Both the Vendor and Purchaser must sign this page.**

**NOTE TO HOME BUYERS:** *Home buyers are encouraged to refer to the Home Construction Regulatory Authority’s website [www.hcraontario.ca](http://www.hcraontario.ca) to confirm a vendor’s licence status prior to purchase as well as to review advice about buying a new home. Please visit Tarion’s website: [www.tarion.com](http://www.tarion.com) for important information about all of Tarion’s warranties including the Delayed Occupancy Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. The Warranty Information Sheet, which accompanies your purchase agreement and has important information, is strongly recommended as essential reading for all home buyers. The website features a calculator which will assist you in confirming the various Critical Dates related to the occupancy of your home.*

**VENDOR** Bellaire Properties Inc.  
Full Name(s)  
**PURCHASER** Zainab Dawari  
Full Name(s)

1. Critical Dates

The **Firm Closing Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is: the 28th day of September, 2023

*If the Vendor cannot close by the Firm Closing Date, then the Purchaser is entitled to delayed closing compensation (see section 7 of the Addendum) and the Vendor must set a Delayed Closing Date.*

The Vendor can set a Delayed Closing Date that is up to 365 days after the Firm Closing Date: This **Outside Closing Date** could be as late as: the 27th day of September, 2024.

2. Purchaser’s Termination Period

If the purchase of the home is not completed by the Outside Closing Date, then the Purchaser can terminate the transaction during a period of **30 days** thereafter (the “**Purchaser’s Termination Period**”), which period, unless extended by mutual agreement, will end on: the 28th day of October, 2024.

If the Purchaser terminates the transaction during the Purchaser’s Termination Period, then the Purchaser is entitled to delayed closing compensation and to a full refund of all monies paid plus interest (see sections 7, 10 and 11 of the Addendum).

**Note:** *Any time a Critical Date is set or changed as permitted in the Addendum, other Critical Dates may change as well. At any given time the parties must refer to: the most recent revised Statement of Critical Dates; or agreement or written notice that sets a Critical Date, and calculate revised Critical Dates using the formulas contained in the Addendum. Critical Dates can also change if there are unavoidable delays (see section 5 of the Addendum).*

Acknowledged this 11 day of September, 2023.

VENDOR: \_\_\_\_\_ PURCHASER: Zainab Dawari  
Zainab Dawari (Sep 11, 2023 07:59 GMT+10)

Freehold Form  
(Firm Closing Date)

Addendum to Agreement of Purchase and Sale  
Delayed Closing Warranty

This addendum, including the accompanying Statement of Critical Dates (the “**Addendum**”), forms part of the agreement of purchase and sale (the “**Purchase Agreement**”) between the Vendor and the Purchaser relating to the Property. This Addendum is to be used for a transaction where the home purchase is in substance a purchase of freehold land and residential dwelling. This Addendum contains important provisions that are part of the delayed closing warranty provided by the Vendor in accordance with the *Ontario New Home Warranties Plan Act* (the “ONHWP Act”). If there are any differences between the provisions in the Addendum and the Purchase Agreement, then the Addendum provisions shall prevail. **PRIOR TO SIGNING THE PURCHASE AGREEMENT OR ANY AMENDMENT TO IT, THE PURCHASER SHOULD SEEK ADVICE FROM A LAWYER WITH RESPECT TO THE PURCHASE AGREEMENT OR AMENDING AGREEMENT, THE ADDENDUM AND THE DELAYED CLOSING WARRANTY.**

Tarion recommends that Purchasers register on Tarion’s **MyHome** on-line portal and visit Tarion’s website – **tarion.com**, to better understand their rights and obligations under the statutory warranties.

The Vendor shall complete all blanks set out below.

VENDOR	Bellaire Properties Inc.			
	Full Name(s) 41282		331 CityviewBlvd, Suite 300	
	HCRA Licence Number 905-832-2023		Address Woodbridge                      Ontario                      L4H 3M3	
	Phone  905-832-1926		City                      Province                      Postal Code	
	Fax		naty@lormelhomes.com Email*	
PURCHASER	Zainab Dawari			
	Full Name(s) 1391 Dallman Street		Innisfil                      Ontario                      L0L 1W0	
	Address 416-277-7977		City                      Province                      Postal Code	
	Phone		zainabdawari@hotmail.com	
	Fax		Email*	

PROPERTY DESCRIPTION

1453 STOVELL CRESCENT			
Municipal Address INNISFIL		ONTARIO	L0L 1W0
City LOT 133, INNISFIL PHASE 1,    PLAN #51M-1169		Province	Postal Code
Short Legal Description			

Number of Homes in the Freehold Project \_\_\_\_\_ (if applicable – see Schedule A)

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

- (a) The Property is within a plan of subdivision or a proposed plan of subdivision.  
If yes, the plan of subdivision is registered.  
If the plan of subdivision is not registered, approval of the draft plan of subdivision has been given.

☒ Yes    ☐ No  
☒ Yes    ☐ No  
☒ Yes    ☐ No
- (b) The Vendor has received confirmation from the relevant government authorities that there is sufficient:  
(i) water capacity; and (ii) sewage capacity to service the Property.

☒ Yes    ☐ No

If yes, the nature of the confirmation is as follows:

If the availability of water and sewage capacity is uncertain, the issues to be resolved are as follows:

- (c) A building permit has been issued for the Property.

☐ Yes    ☒ No
- (d) Commencement of Construction: ☐ has occurred; or ☒ is expected to occur by the 12 day of Sept, 2021.

The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.

**\*Note: Since important notices will be sent to this address, it is essential that you ensure that a reliable email address is provided and that your computer settings permit receipt of notices from the other party.**