

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

ON THE 19 DAY OF January, 20 20.

REGARDING PROPERTY KNOWN AS: BUILDER'S LOT : 271
LOT: 271 BLOCK :
4M-1589 RATHWELL LANDING
CIVIC ADDRESS: 753 Parade Drive

PURCHASERS: Pavankumar Laxmikant Malaghan and Priyadarshini Devaraddi Mangannava

VENDORS: VALECRAFT HOMES LIMITED

DATE OF ACCEPTANCE: January 23, 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: \$539,900.00
BALANCE AT CLOSING: \$489,900.00
LESS H.S.T. AMOUNT: \$499,026.55
SCHEDULE "G" DATED: January 19, 2020
TARION SCHEDULE "B" DATED: January 19, 2020

INSERT: 680 dated: February 16, 2020 in the amount of: \$13,065.42
NEW PURCHASE PRICE: \$552,965.42
NEW BALANCE AT CLOSING: \$502,965.42
NEW LESS H.S.T. AMOUNT: \$510,588.87
SCHEDULE "G" DATED: February 16, 2020
TARION SCHEDULE "B" DATED: February 16, 2020
SCHEDULE "W4" DATED : February 16, 2020

DATED at Ottawa this 16 day of February 20 20

In the presence of:

[Signature]
WITNESS

x [Signature]
PURCHASER

[Signature]
WITNESS

x [Signature]
PURCHASER

DATED at Ottawa this 5 day of March 20 20

VALECRAFT HOMES LIMITED (VENDOR)

PER: [Signature]

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 \$510,588.87. The Purchaser is responsible for payment in full of the Land Transfer Tax and the cost of registration of the transfer.
8. ~~Due to maximum allowance of GST/HST Rebate, Purchaser acknowledges that an additional cost of _____ representing the difference between GST/HST actually payable on the transaction and GST/HST calculated at 5.2% shall be incurred and payable on closing.~~
9. The Purchaser agrees to execute all further documents required by the Vendor after closing to give effect to this Schedule.

Signed at Ottawa this 16 day of February, 20 20

x EM alyh
PURCHASER

VALECRAFT HOMES LIMITED

x Priya D-M
PURCHASER

AB


PER:

March 5, 2020
DATE:

PROJECT: RATHWELL LANDING LOT: 271

NON STANDARD EXTRAS (680)			
Rathwell Landing - Phase 2			
PURCHASERS: Pavankumar Laxmikant Malaghan and Priyadarshini Devaraddi Mangannavar			Printed: 5-Mar-20 11:05 am
LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
271	2	810 THE KEMP 3 BED ELEV C	1-Dec-20
ITEM	QTY	EXTRA / CHANGE	PRICE
			INTERNAL USE
16		1 - KITCHEN - UPGRADE STD COUNTERTOPS IN KITCHEN TO QUARTZ LEVEL 1 INCLUDING FLUSH BREAKFAST BAR ON ISLAND	\$ 4,864.00
17936	Note:	As per attached sketch dated February 16, 2020	Each
17		1 - ENSUITE BATH - COUNTERTOP - QUARTZ - UPGRADE LEVEL 1 - ENSUITE BATHROOM - STANDARD (19)	\$ 700.00
81570	Note:	As per attached ensuite bathroom sketch dated February 16, 2020	Each
17653			
*18		*1 - - CARPET - UPGRADE - LEVEL 2 - - STANDARD AREAS - LEVEL 2	*\$ 1,205.00
45	Note:	As per attached sketch dated February 16, 2020	Each
17665			
19		1 - FOYER - SUPPLY AND INSTALL A SOLID FRONT ENTRANCE DOOR IN LIEU OF STD 3/4 LITE DOOR, 3/4 SIDELITE TO REMAIN AS IS.	\$ 75.00
17667	Note:		Each
20		1 - KITCHEN - HOOD FAN - CHIMNEY - BROAN 290 CFM - 30IN STAINLESS IN LIEU OF OTR. INCLUDES ADDITIONAL BACKSPLASH TILES FROM BUILDERS STANDARD SELECTIONS	\$ 599.00
28152	Note:	Does not include modifications to cabinetry or electrical for new microwave location	Each
17672			
21		1 - MASTER BEDROOM - REDESIGN MASTER ENSUITE BATHROOM- RELOCATE SHOWER TO THE SIDE YARD WALL - MOVE TOILET TO REAR WALL NEXT TO SHOWER - MOVE VANITY (STD SIZE) AGAINST REAR WALL- REDUCE & MOVE LINEN- CLOSET TO BE BETWEEN SHOWER & WIC- ENLARGE WIC	\$ 125.00
17675	Note:	standard finishes . As per attached ensuite bathroom sketch dated February 16, 2020	Each
22		1 - MUDROOM - MOVE DOOR (AND STEPS) FROM GARAGE TOWARDS THE FLEX ROOM AS CLOSE AS POSSIBLE TO THE STRUCTURAL POST. SWING OF THE DOOR TO REMAIN THE SAME.	\$ 75.00
17676	Note:	As per attached sketch dated February 16, 2020	Each
*23		*1 - - UNDERPAD - UPGRADE - LEVEL 1 - - STANDARD AREAS - LEVEL 1	*\$ 500.00
49	Note:	As per attached sketch dated February 16, 2020	Each
17682			
24		1 - ENSUITE BATH - supply and install an additional 36" w X 40" h operable window on back wall of the house. Approx centered above toilet.	\$ 617.00
17684	Note:	As per attached ensuite bathroom sketch dated February 16, 2020	Each
25		1 - KITCHEN - SINK - BLANCO HORIZON SILGRANITE U2 UNDERMOUNT (8IN DEEP)	\$ 350.00
28820	Note:	Only available with Solid Surface Countertops	Each
18089			
26		1 - ENSUITE BATH - BATHROOMS - DELTA MANDOLIN 15630LF-ECO SINGLE HOLE LAVATORY FAUCET	\$ 163.00
28657	Note:		Each
18092			
27		1 - KITCHEN - KITCHEN FAUCET - DELTA MARLEY 986LF	\$ 163.00
28778	Note:		Each
18093			

PREPARED BY: Valerie Gendron
LOCKED BY: Jenn Blackmore
PE 900-1
InvoiceSQL.rpt 10Sept19

Vendor Initials:

Purchaser Initials:
PLM PDM

March 5, 2020

CONSTRUCTION SCHEDULING APPROVAL
PER: _____
DATE: _____

NON STANDARD EXTRAS (680)

Rathwell Landing - Phase 2

PURCHASERS: Pavankumar Laxmikant Malaghan and Priyadarshini Devaraddi Mangannavar

Printed: 5-Mar-20 11:05 am

LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
271	2	810 THE KEMP 3 BED ELEV C	1-Dec-20

ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
28	1	ENSUITE BATH - UNDERMOUNT SINK -CONTRAC CONNOR 17" OVAL UNDERMOUNT SINK 4210CFY	\$ 75.00	Each
18094		Note:		
*29	1	- - HARDWOOD - LAUZON ENGINEERED HARDWOOD - 3-1/8" WIRE BRUSHED - STANDARD AREAS	*\$ 1,809.00	Each
65353				
18095		Note: As per attached sketch dated February 16, 2020		
30	1	KITCHEN - TILE - WALL - BACKSPLASH - UPGRADE - SILVER - - KITCHEN - SILVER	\$ 145.00	Each
193				
18096		Note: As per attached tile installation sketch dated February 16, 2020		
31	1	- - CERAMIC TILE - GROUT COLOR PER COLOUR	\$ 75.00	Each
28848				
18097		Note:		
32	1	- - DECOR CENTRE CREDIT HAS BEEN APPLIED IN FULL TO THE PURCHASE PRICE	-\$673.00	Each
18105		Note:		
33	1	- - DELETE B-1A'S # 14 (3 1/8" Stained hardoowd in standard areas)	-\$1,358.00	Each
18106		Note:		
34	1	- - PAINT ADDITIONAL COLOUR (NON DEEP BASE) BUILDERS STANDARD PAINT. PER COLOUR FOR COMPLETE HOUSE	\$ 438.00	Each
29144				
18138		Note:		
*35	1	- - S&S ELECTRIC UPGRADES AS PER ATTACHED QUOTE & SKETCH.	*\$ 1,979.86	Each
29142				
18236		Note: estimate no#SS2731 rev 01 dated February 16, 2020		
*36	1	- - ORBITAL UPGRADES AS PER ATTACHED QUOTE & SKETCH.	*\$ 236.70	Each
29143				
18237		Note: Estimate no#OR3260 rev 02 dated February 16, 2020		

Sub Total	\$12,163.56
HST	\$0.00
Total	\$12,163.56

\$12,163.56 / 1.052 x 1.13 = \$13,065.42

Difference \$901.86



NON STANDARD EXTRAS (680)


Rathwell Landing - Phase 2

PURCHASERS: Pavankumar Laxmikanth Malaghan and Priyadarshini Devaraddi Mangannavar

Printed: 13-Feb-20 3:53 pm

LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
271	2	810 THE KEMP 3 BED ELEV C	

ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE

PURCHASER: X  13-Feb-20
Pavankumar Laxmikanth Malaghan **DATE**

VENDOR:  PER: Valecraft Homes Limited

PURCHASER: x Priya S.M. 16
Priyadarshini Devaraddi Mangannavar 13-Feb-20
DATE

DATE: March 5, 2020

PREPARED BY: Valerie Gendron

LOCKED BY:

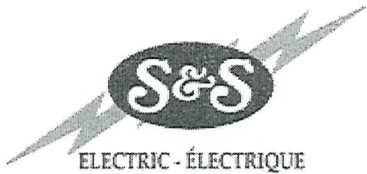
PE 900-4

InvoiceSQL.rpt 10Sept19

CONSTRUCTION SCHEDULING APPROVAL

PER: _____

DATE: _____



Tel: (613) 748-0432
Fax: (613) 748-0355

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www.ssbolton.com

Estimate No#: SS2731 Rev.01

Customer Copy

Customer:

Pavankumar Laxmikant Malaghan & Priyadarshini
Devaraddi Mangannavar
753 Parade Dr

Home: 204-590-6761
Cell: 204-590-6761
Email: pavanmalaghan@gmail.com &
priyadarshini1800@gmail.com

Builder: VALECRAFT HOMES LTD.
Project: Rathwell Landing Singles Ph 2 -
200amp included
Lot: 0271
Closing Date: 12/01/2020
Salesperson: Jason Thompson
Date: 02/13/2020

Location	Qty	Product / Installation Details	Plan Code	Unit Price	Customer Total
Great Room	1.00	Add 15 AMP plug approx 72 inches from floor above fireplace beside conduit	A	90.00 \$	90.00 \$
Great Room	1.00	Add 1 reinforced keyless fixture on added switch for future lighting	D	218.00 \$	218.00 \$
Great Room	1.00	Add 4 LED Halo potlights (AFR4-0930-WH) on added switch	E	738.00 \$	738.00 \$
Kitchen	1.00	Add 4 LED Halo potlights (AFR4-0930-WH) on added switch	F	738.00 \$	738.00 \$
Kitchen	1.00	Relocate standard fixture and leave as keyless - add 1 additional keyless fixture on existing switch for future pendant lighting	G	98.00 \$	98.00 \$

*** Total price does not include any applicable taxes.

Customer Total: 1,882.00 \$

+ 5.2% tax (97,86\$)

X 
Customer Signature

02/16/2020
Date

1979.86\$

X 

02/16/2020

P.L.M.

 P.P.M.



Tel: (613) 748-0432
Fax: (613) 748-0355

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Estimate No#: OR3260 Rev.02

Customer Copy

Customer:

Pavankumar Laxmikant Malaghan & Priyadarshini
Devaraddi Mangannavar
753 Parade Dr

Home: 204-590-6761
Cell: 204-590-6761
Email: pavanmalaghan@gmail.com &
priyadarshini1800@gmail.com

Builder: VALECRAFT HOMES LTD.
Project: Rathwell Landing Singles Ph 2 -
200amp included
Lot: 0271
Closing Date: 12/01/2020

Salesperson: Jason Thompson (OR)
Date: 02/13/2020

Location	Qty	Product / Installation Details	Plan Code	Unit Price	Customer Total
Great Room	1.00	(4) Port Plate - (1) Phone CAT5e & (2) Data CAT5e & (1) Cable RG6 Outlets (4) Port Plate - (1) Phone CAT5e & (2) Data CAT5e & (1) Cable RG6 Outlets - Location as shown on floor plan		\$	0.00 \$
Flex Room	1.00	(4) Port Plate - (1) Phone CAT5e & (2) Data CAT5e & (1) Cable RG6 Outlets (4) Port Plate - (1) Phone CAT5e & (2) Data CAT5e & (1) Cable RG6 Outlets - Location as shown on floor plan		\$	0.00 \$
Master Bedroom	1.00	(4) Port Plate - (1) Phone CAT5e & (2) Data CAT5e & (1) Cable RG6 Outlets (4) Port Plate - (1) Phone CAT5e & (2) Data CAT5e & (1) Cable RG6 Outlets - Location as shown on floor plan		\$	0.00 \$
Bedroom #2	1.00	(4) Port Plate - (1) Phone CAT5e & (2) Data CAT5e & (1) Cable RG6 Outlets (4) Port Plate - (1) Phone CAT5e & (2) Data CAT5e & (1) Cable RG6 Outlets - Location as shown on floor plan		\$	0.00 \$
Basement	1.00	(4) Port Plate - (1) Phone CAT5e & (2) Data CAT5e & (1) Cable RG6 Outlets (4) Port Plate - (1) Phone CAT5e & (2) Data CAT5e & (1) Cable RG6 Outlets - Location as shown on floor plan - leave in coil in ceiling space		\$	0.00 \$
N/A	1.00	2" PVC Conduit from Basement to Attic 2" PVC Conduit from Basement to Attic		\$	0.00 \$
N/A	1.00	Vacuum Rough-In Outlet Vacuum Rough-In Outlets		\$	0.00 \$
Great Room	1.00	Off-Set 2" Conduit w/ Wall Plates Off-Set 2" Conduit w/ Wall Plates - Location as shown on floor plan - Conduit installed in-wall to conceal wires connected to wall mounted TV - approx 72 inches from floor above fire place beside plug		225.00 \$	225.00 \$

*** Total price does not include any applicable taxes.

Customer Total:

+ 5.2% (tax)

225.00 \$

11.70 \$

236.70 \$

P.L.M. P.D.M.

Phone: (613) 748-0432 | Fax: (613) 748-0355 | Email: info@orbitalti.com | Website: www.orbitalti.com

5411 Canotek Road, Ottawa, Ontario K1J 9M3

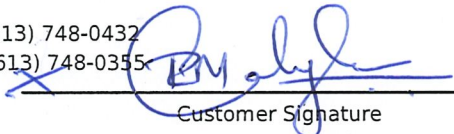
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Tel: (613) 748-0432
Fax: (613) 748-0355

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www.ssbolton.com


Customer Signature

02/16/2020
Date


X Priya D.M.

02/16/2020

Schedule "W4"
Granite & Variegated Quartz Colour Variation

Purchaser's name: Pavankumar Laxmikant Malaghan Lot no: 271 Plan #: 4M-1589
Purchaser's name: Priyadarshini Devaraddi Mangannavar Project: RATHWELL LANDING
Home Phone: 204-590-6761 Model: 810 The Kemp C std 3 bed
Work Phone: _____ Closing Date: December 1, 2020
E-Mail (1): pavanmalaghan@gmail.com E-Mail (2): Priyadarshini1800@gmail.com

Valecraft Homes Limited continues to provide the best in class sales and service. We recognize the importance of your home to you, our valued customer.

Granite & Variegated Quartz countertops are an elegant addition to your home. However, there are some things of which you should be aware.

Due to the natural composition of **Granite**, inherent variations in texture, colour and consistency are to be expected and considered as normal.

During the process of manufacturing **Variegated Quartz** to achieve a more natural stone look, variations in the appearance between the sample & the slab are to be expected.

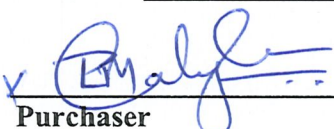
Valecraft Homes Limited strongly suggests that you attend an appointment with our granite/quartz supplier two to three months prior to closing to view the granite/variegated quartz slabs available in the colour you have already chosen. A representative from our supplier will contact you to set up a mutual date & time for the appointment.

I/we, Pavankumar Laxmikant Malaghan and Priyadarshini Devaraddi Mangannavar
have read and fully understand the aforementioned recommendation set forth by the builder and as such hereby release VALECRAFT HOMES LIMITED from future responsibility with respect to a variation in colour of granite/ variegated quartz countertops.

☐ We accept this opportunity

☒ We decline this opportunity


Project: RATHWELL LANDING LOT NO: 271


Purchaser

Feb 16, 2020
Date:


Purchaser

Feb 16, 2020
Date:


Valecraft Homes Limited

March 5, 2020
Date:

Appointment date given: _____ Spoke with/left message: _____

Time scheduled: _____ Date & Time: _____

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 February 16, 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 16 day of February, 20 20

x [Signature]
Purchaser

Valecraft Homes Limited

x [Signature]
Purchaser

[Signature]
Per:

March 5, 2020
Date:

Lot #: 271

Project: Rathwell Landing