

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

**ON THE 2 DAY OF June, 20 20.**

**REGARDING PROPERTY KNOWN AS:** BUILDER'S LOT : 7  
LOT: 7 BLOCK :  
50M-338 PLACE ST. THOMAS 3  
CIVIC ADDRESS: 525 Strasbourg Street

**PURCHASERS:** Fady Alkadri & Chadia Hammoud El Kattan

**VENDORS:** VALECRAFT HOMES (2019) LIMITED

**DATE OF ACCEPTANCE:** June 10, 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:**

<b>PURCHASE PRICE:</b>	<u>\$441,767.00</u>
<b>BALANCE AT CLOSING:</b>	<u>\$421,767.00</u>
<b>LESS H.S.T. AMOUNT:</b>	<u>\$414,180.22</u>
<b>SCHEDULE "G" DATED:</b>	<u>June 2, 2020</u>
<b>TARION SCHEDULE "B" DATED:</b>	<u>June 19, 2020</u>

**INSERT:** 680 dated: July 7, 2020 in the amount of: \$3,434.11

<b>NEW PURCHASE PRICE:</b>	<u>\$445,201.11</u>
<b>NEW BALANCE AT CLOSING:</b>	<u>\$425,201.11</u>
<b>NEW LESS H.S.T. AMOUNT:</b>	<u>\$417,058.77</u>
<b>SCHEDULE "G" DATED:</b>	<u>July 7, 2020</u>
<b>TARION SCHEDULE "B" DATED:</b>	<u>July 7, 2020</u>

DATED at Ottawa this 7 day of July 20 20

In the presence of:

  
WITNESS

  
PURCHASER

  
WITNESS

  
PURCHASER

DATED at OTTAWA this 15<sup>th</sup> day of July 20 20

**VALECRAFT HOMES (2019) LIMITED**

Per: 

Name: Frank Nieuwhof

Title: Va - President

I HAVE THE AUTHORITY TO BIND THE CORPORATION

**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 \$417,058.77. 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 \$5,431.76 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.

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Signed at Ottawa, ON this 7 day of July, 20 20

  
PURCHASER

VALECRAFT HOMES (2019) LIMITED

  
PURCHASER

  
PER:

J-y 15/20  
DATE:

PROJECT: PLACE ST. THOMAS 3 LOT: 7

NON STANDARD EXTRAS (680)

Place St. Thomas - Phase 3

PURCHASERS: Fady Alkadri and Chadia Hammoud El Kattan

Printed: 7-Jul-20 5:12 pm

LOT NUMBER		PHASE	HOUSE TYPE	CLOSING DATE
7		3	1035 THE MORROW ELEV C	30-Mar-21
ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
*43 112543	1	- ORBITAL UPGRADES AS PER ATTACHED QUOTE & SKETCH.	*\$ 236.70	Each
20222	Note: Orbital Estimate # OR3964 Rev. 01 dated 06/29/2020. Total \$225.00 + \$11.70 HST = \$236.70			
*44 112538	1	- S&S ELECTRIC UPGRADES AS PER ATTACHED QUOTE & SKETCH.	*\$ 979.41	Each
20223	Note: S&S Electric Estimate # SS3307 Rev. 01 dated 06/29/2020. Total \$931.00 + \$48.41 HST = \$979.41			
45	1	- KITCHEN/DINETTE - DELETE ITEM # 39 - LAUZON HARDWOOD 4 1/8" AUTHENTIK COLLECTION IN KITCHEN & DINETTE	-\$1,404.00	Each
20224	Note: - Delete Item #39 - Lauzon Hardwood 4 1/8" Authentik Collection in Kitchen & Dinette			
46	1	- FOYER - DELETE ITEM # 27 - BRONZE LEVEL CERAMIC FLOOR TILE IN FOYER	-\$168.00	Each
20225	Note: - Delete Item # 27 - Bronze Level Ceramic Floor Tile in Foyer			
47	1	- POWDER ROOM - DELETE ITEM # 28 - BRONZE LEVEL CERAMIC FLOOR TILE IN POWDER ROOM	-\$67.00	Each
20226	Note: - Delete Item # 28 - Bronze Level Ceramic Floor Tile in Powder Room			
48	1	- LAUNDRY ROOM - DELETE ITEM # 29 - BRONZE LEVEL CERAMIC FLOOR TILE IN MUD/LAUNDRY ROOM	-\$208.00	Each
20227	Note: Delete Item #29 - Bronze Level Ceramic Floor Tile in Mud/Laundry Room.			
*49 9	*1	- KITCHEN/DINETTE - TILE - FLOOR - UPGRADE - GOLD - - KITCHEN (4) - GOLD	*\$ 2,023.00	Each
20230	Note: Kitchen & Dinette as per Sketch dated July 7, 2020			
*50 9	*1	- FOYER - TILE - FLOOR - UPGRADE - GOLD - - FOYER (1) - GOLD	*\$ 401.00	Each
20228	Note: Foyer as per Sketch dated July 7, 2020			
*51 9	*1	- POWDER ROOM - TILE - FLOOR - UPGRADE - GOLD - - POWDER ROOM (3) - GOLD	*\$ 160.00	Each
20229	Note: Powder Room as per Sketch dated July 7, 2020			
*52 9	*1	- LAUNDRY ROOM - TILE - FLOOR - UPGRADE - GOLD - - MUD / LAUNDRY ROOM (6) - GOLD	*\$ 497.00	Each
20231	Note: Mud/Laundry Room as per Sketch dated July 7, 2020			
*53 530	1	- ENSUITE BATH - BATHROOMS - DELTA VERO SHOWER FAUCET T17253	*\$ 373.00	Each
20232	Note: Ensuite bathroom shower faucet as per Sketch dated July 7, 2020			
54	1	- DELETE ITEM # 12 - BIRKDALE STYLE INTERIOR PASSAGE DOORS	-\$1,183.00	Each
20233	Note: Delete Item # 12 - Birkdale Style Interior Passage Doors.			

Vendor Initials: 

Purchaser Initials:  

PREPARED BY: Adam Bowman

LOCKED BY:

PE 1,077-1

InvoiceSQL.rpt 16May20

CONSTRUCTION SCHEDULING APPROVAL

PER: \_\_\_\_\_

DATE: \_\_\_\_\_



NON STANDARD EXTRAS (680)

Place St. Thomas - Phase 3

PURCHASERS: Fady Alkadri and Chadia Hammoud El Kattan

Printed: 7-Jul-20 5:12 pm

LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
7	3	1035 THE MORROW ELEV C	30-Mar-21

ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
55	15	- UPGRADE ALL PASSAGE DOORS TO CRAFTSMAN III STYLE	\$ 915.00	
20234	Note:			
56	1	- KITCHEN - CABINERY - ADJUST KITCHEN CABINERY TO ACCOMMODATE NON-STANDARD REFRIGERATOR SIZE.	\$ 75.00	Each
871				
20551	Note:	- Purchaser(s) acknowledge that the number & or size of doors may be reduced in the surrounding cabinetry to accommodate. - Kitchen as per Sketch dated July 7, 2020		
57	1	- KITCHEN - Upgrade Kitchen Island (Opt Kitchen Layout #2) to Include Flush Breakfast Bar with Standard Level Laminate Countertop	\$ 779.00	Each
20638	Note:	Kitchen as per Sketch dated July 7, 2020		
58	1	- ENSUITE BATH - DELETE IEM # 32 - SILVER WALL TILE IN WALK-IN SHOWER	-\$550.00	Each
20649	Note:	- Delete Item #32 - Silver Level Wall Tile in Walk-IN Shower		
59	1	- ENSUITE BATH - TILE - WALL - UPGRADE - FLOOR TILE IN LIEU OF WALL - SILVER - - SHOWER SURROUND - ENSUITE BATHROOM - OPTIONAL (20) - SILVER	\$ 575.00	Each
135				
20650	Note:	Ensuite Bathroom Walk-In Shower as per Sketch dated July 7, 2020		

Sub Total	\$3,434.11
HST	\$0.00
Total	\$3,434.11

Payment Summary

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

PURCHASER:

  
Fady Alkadri

07-Jul-20

DATE

VENDOR:



PER: Valecraft Homes (2019) Limited

PURCHASER:

  
Chadia Hammoud El Kattan

07-Jul-20

DATE

DATE:

July 15/20

PREPARED BY: Adam Bowman

LOCKED BY:

PE 1,077-2

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CONSTRUCTION SCHEDULING APPROVAL

PER: \_\_\_\_\_

DATE: \_\_\_\_\_