

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

ON THE 20 DAY OF June, 20 20.

REGARDING PROPERTY KNOWN AS: BUILDER'S LOT : 3
LOT: 3 BLOCK :
50M-338 PLACE ST. THOMAS 3
CIVIC ADDRESS: 509 Strasbourg Street

PURCHASERS: Munir Can Anameric & Hatice Arzu Anameric

VENDORS: VALECRAFT HOMES (2019) LIMITED

DATE OF ACCEPTANCE: June 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: \$444,306.00
BALANCE AT CLOSING: \$424,306.00
LESS H.S.T. AMOUNT: \$416,308.47
SCHEDULE "G" DATED: June 20, 2020
TARION SCHEDULE "B" DATED: June 20, 2020


INSERT: 680 dated: July 7, 2020 in the amount of: \$18,627.00
NEW PURCHASE PRICE: \$462,933.00
NEW BALANCE AT CLOSING: \$442,933.00
NEW LESS H.S.T. AMOUNT: \$431,922.05
SCHEDULE "G" DATED: July 7, 2020
TARION SCHEDULE "B" DATED: July 7, 2020
SCHEDULE "W2" DATED: July 7, 2020

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


In the presence of:


WITNESS


PURCHASER


WITNESS


PURCHASER

DATED at Ottawa this 15th day of July 20 20


VALECRAFT HOMES (2019) LIMITED

Per: 

Name: Frank Nieuwkoop

Title: Vice-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 \$431,922.05. 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 \$6,635.69 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, ON this 7 day of July, 20 20


PURCHASER

VALECRAFT HOMES (2019) LIMITED


PURCHASER


PER:

July 15/2.
DATE:

PROJECT: PLACE ST. THOMAS 3 LOT: 3


NON STANDARD EXTRAS (680)
Place St. Thomas - Phase 3



PURCHASERS: Munir Can Anameric and Hatice Arzu Anameric

Printed: 7-Jul-20 3:11 pm

LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
3	3	1035 THE MORROW ELEV C	25-Feb-21

ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
15	1	- DELETE ITEM # 10 - 3 1/8" STAINED OAK HARDWOOD IN STANDARD AREAS	-\$1,833.00	Each
20773	Note:	Delete Item #10 - 3 1/8" Stained Oak Hardwood Flooring in Standard Areas		
16	1	KITCHEN DINETTE - DELETE ITEM # 11 - 3 1/8" STAINED OAK HARDWOOD IN KITCHEN & DINETTE	-\$317.00	Each
20774	Note:	Delete Item # 11 - 3 1/8" Stained Oak Hardwood Flooring in Kitchen & Dinette.		
17	1	- MASTER BEDROOM - DELETE ITEM # 12 - 3 1/8" STAINED OAK HARDWOOD IN MASTER BEDROOM	-\$4,774.00	Each
20775	Note:	Delete Item # 12 - 3 1/8" Stained Oak Hardwood Flooring in Master Bedroom		
18	1	- BEDROOM 2 - DELETE ITEM # 13 - 3 1/8" STAINED OAK HARDWOOD IN BEDROOM 2	-\$1,847.00	Each
20776	Note:	Delete Item # 13 - 3 1/8" Stained Oak Hardwood Flooring in Bedroom #2		
19	1	- BEDROOM 3 - DELETE ITEM # 14 - 3 1/8" STAINED OAK HARDWOOD IN BEDROOM 3	-\$2,125.00	Each
20777	Note:	Delete Item # 14 - 3 1/8" Stained Oak Hardwood Flooring in Bedroom #3.		
*20 98255	1	- RAILING - OAK MODERN 3 1/2" POSTS, CONTEMPORARY HANDRAILS & GUNN METAL SQUARE SPINDLES	*\$ 1,843.00	Each
20362	Note:	- Includes Gun Metal Brackets - Red Oak 3 1/2" Modern Beveled Posts - Contemporary Handrail - Gun Metal Grey Spindles - As per Sketch dated July 7,2020		
21	1	- KITCHEN - Supply & Install Upc9-2B. Includes Upgrade to 42" Uppers with Filler Detail on Upper Cabinetry to Upgraded Bulkhead (Approx. 26" Deep x 10" High). Standard Level Cabinetry.	\$ 1,384.00	Each
20396	Note:	- Standard Level Cabinetry - Standard Kitchen Layout - Upgraded 42" wood doors will have center style. - Kitchen as per Sketch dated July 7, 2020		
*22 90156	1	- GREAT ROOM - CERAMIC TILE - DELETE FIREPLACE HEARTH	\$ 0.00	Each
20406	Note:	- Family Room as per Sketch dated July 7, 2020		
23	1	- MAIN BATHROOM - Upgrade & Install Standard Level Wall Tile (Venus Series 10x16 Anthracite #GE.VN.ATR.1016) on ALL interior walls in Main Bathroom.	\$ 2,814.00	Each
20409	Note:	- Main Bathroom walls (including tub/shower walls) to be tiled. - Standard Level Wall Tile (Venus Series 10x16 Anthracite #GE.VN.ATR.1016) - Standard Stacked Vertical Installation - Delete Standard Baseboards - Main Bathroom as per Sketch dated July 7, 2020		
24	1	- ENSUITE BATH - Upgrade & Install Standard Level Wall Tile (Venus Series 10x16 Anthracite #GE.VN.ATR.1016) on ALL interior walls in Ensuite Bathroom.	\$ 3,076.00	Each
20439	Note:	- Ensuite Bathroom walls (including tub/shower walls) to be tiled. - Includes Half Wall next to Water Closet - Standard Level Wall Tile (Venus Series 10x16 Anthracite #GE.VN.ATR.1016) - Standard Stacked Vertical Installation - Delete Standard Baseboards - Ensuite Bathroom as per Sketch dated July 7, 2020		

Vendor Initials: 

Purchaser Initials:  

PREPARED BY: Samar Merhi

LOCKED BY:

PE 1,085-1

InvoiceSQL.rpt 16May20

CONSTRUCTION SCHEDULING APPROVAL

PER: _____

DATE: _____


NON STANDARD EXTRAS (680)



Place St. Thomas - Phase 3

PURCHASERS: Munir Can Anameric and Hatice Arzu Anameric

Printed: 7-Jul-20 3:11 pm

LOT NUMBER		PHASE	HOUSE TYPE	CLOSING DATE
3		3	1035 THE MORROW ELEV C	25-Feb-21
ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
25 704 20412	1	- CERAMIC TILE - GROUT COLOR PER COLOUR Note:	\$ 75.00	Each
*26 69554 20413	1	- HARDWOOD - LAUZON ENGINEERED HARDWOOD - 4 1/8" AUTHENTIK COLLECTION - STANDARD AREAS Note: - Standard Areas (Living Room, Dining Room, Family Room, Main Hallway, Upper Hallway) as per Sketch dated July 7, 2020 - Front To Back Installation on Main Floor - Side to Side Installation on 2nd Floor	*\$ 3,853.00	Each
*27 69550 20441	1	- KITCHEN/DINETTE - HARDWOOD - LAUZON ENGINEERED HARDWOOD - 4 1/8" AUTHENTIK COLLECTION - KITCHEN (4) Note: - Kitchen & Dinette as per Sketch dated July 7, 2020 - Front to Back Installation	*\$ 1,427.00	Each
*28 69551 20415	1	- MASTER BEDROOM - HARDWOOD - LAUZON ENGINEERED HARDWOOD - 4 1/8" AUTHENTIK COLLECTION - MASTER BEDROOM (13) Note: - Master Bedroom as per Sketch dated July 7, 2020 - Side to Side Installation	*\$ 6,329.00	Each
*29 69546 20416	1	- BEDROOM 2 - HARDWOOD - LAUZON ENGINEERED HARDWOOD - 4 1/8" AUTHENTIK COLLECTION - BEDROOM 2 (14) Note: - Bedroom #2 as per Sketch dated July 7, 2020 - Side to Side Installation	*\$ 2,406.00	Each
*30 69547 20417	1	- BEDROOM 3 - HARDWOOD - LAUZON ENGINEERED HARDWOOD - 4 1/8" AUTHENTIK COLLECTION - BEDROOM 3 (15) Note: - Bedroom #3 as per Sketch dated July 7, 2020 - Side to Side Installation	*\$ 2,722.00	Each
31 635 20425	1	- KITCHEN - KITCHEN FAUCET - DELTA MARLEY 986LF - AR ARCTIC STAINLESS Note: Kitchen Faucet as per Sketch dated July 7, 2020	\$ 306.00	Each
32 112325 20457	1	- KITCHEN - OTR - BASIC - 1.7 C/F MICROWAVE WITH HOOD - STAINLESS Note: Kitchen as per Sketch dated July 7, 2020	\$ 75.00	Each
33 20461	1	- KITCHEN - Upgrade Kitchen Sink To Blanco Horizon Silgranite 210 Topmount (8IN Deep) - Min 34" Cabinet Required Note: - Drop-in (overmount) silgranite double bowl kitchen sink. (White) - Kitchen Sink as per Sketch dated July 7, 2020	\$ 373.00	Each
34 178 20632	1	- KITCHEN - TILE - WALL - BACKSPLASH - UPGRADE - DIAMOND - - KITCHEN - DIAMOND Note: - Kitchen Backsplash as per Sketch dated July 7, 2020	\$ 785.00	Each
35 20675	1	- POWDER ROOM - Upgrade & Install Standard Level Wall Tile (Venus Series 10x16 Anthracite #GE.VN.ATR.1016) on ALL interior walls in Powder Room Note: - All Powder Room walls to be tiled. - Standard Level Wall Tile (Venus Series 10x16 Anthracite #GE.VN.ATR.1016) - Standard Stacked Vertical Installation - Delete Standard Baseboards - Powder Room as per Sketch dated July 7, 2020	\$ 2,055.00	Each

Vendor Initials: 

Purchaser Initials:  

PREPARED BY: Samar Merhi
LOCKED BY:
PE 1,085-2
InvoiceSQL.rpt 16May20

CONSTRUCTION SCHEDULING APPROVAL

PER: _____


DATE: _____

NON STANDARD EXTRAS (680)			
Place St. Thomas - Phase 3			
PURCHASERS: Munir Can Anameric and Hatice Arzu Anameric			Printed: 7-Jul-20 3:11 pm
LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
3	3	1035 THE MORROW ELEV C	25-Feb-21
ITEM	QTY	EXTRA / CHANGE	PRICE
36	1	GREAT ROOM - Delete switch to wall outlets and provide for switch to a ceiling light centered in Family Room (SAN-A3016-11)	Each
20772	Note:	Family Room as per Sketch dated July 7, 2020	

Sub Total	\$18,627.00
HST	\$0.00
Total	\$18,627.00


Payment Summary	
Paid By	Amount
Total Payment:	

PURCHASER:


Munir Can Anameric


07-Jul-20
DATE

PURCHASER:

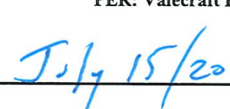

Hatice Arzu Anameric

07-Jul-20
DATE

VENDOR:


PER: Valecraft Homes (2019) Limited

DATE:


J. J. 15/20

CONSTRUCTION SCHEDULING APPROVAL	
PER:	
DATE:	

Schedule "W2"

NON RESILIENT FLOORING WAIVER

for

HARDWOOD FLOORING

Hardwood flooring is both a practical and elegant flooring option suitable for use in many areas of the home.

Increasingly however inquiries into the use of hardwood flooring in non-conventional areas of the home such as kitchens have prompted a need to forewarn and to heed caution to this optional upgrade.

Valecraft Homes (2019) Limited recommends strongly against the use of hardwood flooring in unconventional areas of the home such as the kitchen areas due to the natural absorption properties of hardwood when in contact with water or high-humidity areas. Hardwood flooring which has taken on water or excessive moisture will cup and/or buckle and ultimately prove to be costly to repair.

It is for this reason that VALECRAFT HOMES (2019) LIMITED will not guarantee nor provide warranty beyond manufacturing defect for installation of hardwood flooring in any of the aforementioned areas.

Should you decide to proceed against the Builder's recommendations, extreme caution and care must be taken not to leave any standing water on these floors for any length of time. All other care and maintenance instructions with respect to hardwood flooring must further be followed.

I/We, Munir Can Anameric & Hatice Arzu Anameric have read and fully understand the aforementioned caution and recommendation set forth by the builder and as such hereby release VALECRAFT HOMES (2019) LIMITED from future responsibility with respect to flooring damage caused as a result of water and/or excessive moisture.

Project: PLACE ST. THOMAS 3

LOT NO: 3

(Signature)

(Date)

(Signature)

(Date)

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

Sale dated July 7, 2020.

Signed at Ottawa, ON, this 7 day of July, 2020.

Purchaser

Valecraft Homes (2019) Limited

Purchaser

Per:

Date:

Lot #: 3 - Phase 3

Project: PLACE ST. THOMAS