

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

ON THE 30 DAY OF June, 20 20

REGARDING PROPERTY KNOWN AS: BUILDER'S LOT : 295
LOT: 295 BLOCK :
4M-1589 RATHWELL LANDING
CIVIC ADDRESS: 165 Hickstead Way

PURCHASERS: Abhilash Venepally

VENDORS: VALECRAFT HOMES LIMITED

DATE OF ACCEPTANCE: July 9, 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:	<u>\$665,696.00</u>
BALANCE AT CLOSING:	<u>\$615,696.00</u>
LESS H.S.T. AMOUNT:	<u>\$610,350.44</u>
SCHEDULE "G" DATED:	<u>June 30, 2020</u>
TARION SCHEDULE "B" DATED:	<u>June 30, 2020</u>

INSERT: 680 dated: August 23, 2020 in the amount of: \$57,877.81

NEW PURCHASE PRICE:	<u>\$723,573.81</u>
NEW BALANCE AT CLOSING:	<u>\$673,573.81</u>
NEW LESS H.S.T. AMOUNT:	<u>\$661,569.74</u>
SCHEDULE "G" DATED:	<u>August 23, 2020</u>
TARION SCHEDULE "B" DATED:	<u>August 23, 2020</u>
SCHEDULE "W4" DATED:	<u>August 23, 2020</u>

DATED at Ottawa this 23 day of August 20 20

In the presence of:

Victor - 814
WITNESS

V. Abhilash
PURCHASER

WITNESS

PURCHASER

DATED at Ottawa this 2nd day of September 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 \$661,569.74. 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.

Signed at Ottawa this 23 day of August, 20 20

V. O'Sullivan
PURCHASER

VALECRAFT HOMES LIMITED

PURCHASER

PER: [Signature]

DATE: September 2, 2020

PROJECT: RATHWELL LANDING LOT: 295

NON STANDARD EXTRAS (680)			
Rathwell Landing - Phase 2			
PURCHASER: Abhilash Venepally		Printed: 2-Sep-20 8:56 am	
LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
295	2	1050 THE McCASLIN ELEV A	22-Jul-21
ITEM	QTY	EXTRA / CHANGE	PRICE
9	36033	1 - - HVAC - AC UNIT 13 SEER R - 410A - GOODMAN GSX13036 3 TON	\$ 4,501.00
21918		Note: Location to be determined by Head Office	Each
10	111437	1 - - FLAT CEILING IN WHOLE HOUSE	\$ 2,486.00
21919		Note: Does not include additional basement areas	Each
11	28551	1 - GREAT ROOM - TRIM - FIREPLACES - MODERN TYPE 1 MANTLE - OAK IN LIEU OF PAINTED	\$ 354.00
21920		Note: Stained SB205	Each
12	95054	1 - - RAILING - OAK MODERN 3 1/2" POSTS, CONTEMPORARY HANDRAILS & GUNN METAL SQUARE SPINDLES	\$ 4,421.00
21921		Note: In all Standard areas	Each
*13	29015	1 - KITCHEN - CABINETRY - ADJUST KITCHEN CABINETRY TO ACCOMMODATE NON-STANDARD REFRIGERATOR SIZE AS PER SKETCH	*\$ 75.00
21922		Note: Purchaser(s) acknowledge that the number & or size of doors may be reduced in the surrounding cabinetry to accommodate. See item 36 for fridge size	Each
*14	28245	1 - KITCHEN - LOWER CABINETS - LC POTS & PANS C/W 3 DRAWER FRONTS 6/12/12	*\$ 832.00
21967		Note: Between cooktop and Dinette as per Sketch	Each
*15	28235	1 - KITCHEN - LOWER CABINETS ADJUSTED TO ACCOMMODATE COOKTOP IN BUILDERS STANDARD CABINETRY	*\$ 483.00
21968		Note: *** THIS PRICE MAY HAVE TO CHANGE DEPENDING ON THE SPECS OF THE COOKTOP *** See item 36 for size of cooktop	Each
16		1 - KITCHEN - PROVIDE FOR MICROWAVE/WALL OVEN CABINET	\$ 1,998.00
21927		Note: See items 14, 15, 36	Each
17		1 - KITCHEN - LOCATION OF MICROWAVE/ WALL OVEN TO BE ON DINING ROOM SIDE OF COOKTOP, DIRECTLY AGAINST WALL	\$ 0.00
21928		Note: See items 15 and 16	Each
*18	111286	1 - KITCHEN - HOOD FAN - CHIMNEY - WHIRLPOOL 300 CFM - 30IN STAINLESS IN LIEU OF OTR. INCLUDES ADDITIONAL BACKSPLASH TILES FROM BUILDERS STANDARD SELECTIONS	*\$ 616.00
21929		Note: Does not include modifications to cabinetry or electrical for new microwave location. To be checked if Make-up Air system is required by Estimation Department	Each
19		2 - KITCHEN - EXTEND ISLAND APPROX 2FT IN STD LEVEL CABINETRY TOWARS GREAT ROOM AS PER SKETCH	\$ 624.00
21930		Note:	
*20	35999	1 - KITCHEN - COUNTERTOP - GRANITE - LEVEL 1 - KITCHEN C/W OPT FLUSH BREAKFAST BAR	*\$ 6,589.00
21970		Note: INCLUDING ADDITIONAL 2FT EXTENSION TO ISLAND and Eased Edge, as per Sketch	Each

Vendor Initials: *AD* Purchaser Initials: *VA*

CONSTRUCTION SCHEDULING APPROVAL

PER: _____

DATE: _____

NON STANDARD EXTRAS (680)

Rathwell Landing - Phase 2

PURCHASER: Abhilash Venepally

Printed: 23-Aug-20 12:03 pm

LOT NUMBER		PHASE	HOUSE TYPE	CLOSING DATE
295		2	1050 THE McCASLIN ELEV A	22-Jul-21
ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL L.S.
*21 104048 21971	1	- CABINETRY - UPC9-2B - BUILDER'S STANDARD CABINETRY - STANDARD LAYOUT. INCLUDES UPGRADE TO 42IN UPPERS WITH FILLER DETAIL ON UPPER KITCHEN CABINETRY TO UPGRADED BULKHEAD - APPROX. 26INDEEP X 10INH Note: *** INCLUDING OPT PANTRY EXTENSION *** Purchaser Acknowledges and accepts that Upper Kitchen cabinetry upgraded wood doors will have center style <i>See Item 5.</i> <i>Detail as per Sketch.</i>	*\$ 1,690.00	Each
22 211 21933	1	- INTERIOR DOOR - HARDWARE - MODERN VEDANI LEVER - - ALL AREAS - . Note: Interior door hardware: Lever Handles Vedani 26D	\$ 1,455.00	Each
23 57141 21935	1	- MAIN BATHROOM - COUNTERTOP - GRANITE - LEVEL 1 - MAIN BATHROOM Note:	\$ 754.00	Each
24 57137 21936	1	- ENSUITE BATH - COUNTERTOP - GRANITE - LEVEL 1 - ENSUITE BATHROOM - OPT 5PC Note:	\$ 1,508.00	Each
25 1101 21937	1	- ENSUITE BATH - LOWER CABINETS - LC BANK OF DRAWERS (4 DRAWERS) Note: Located between the two sinks	\$ 750.00	Each
26 21938	1	- KITCHEN - BACKSPLASH WALL TILE - BRONZE - 1/3 STAGGERED - INCLUDES CHIMNEY HOOD FAN ARE Note: See #19	\$ 246.00	Each
27 28848 21939	2	- CERAMIC TILE - GROUT COLOR PER COLOUR Note:	\$ 150.00	
*28 63426 21972	1	- HARDWOOD - LAUZON ENGINEERED HARDWOOD - 3 - 1/8"STAINED - STANDARD AREAS Note: <i>As per Sketch</i>	*\$ 1,945.00	Each
*29 62923 21973	1	- HARDWOOD - LAUZON ENGINEERED HARDWOOD - 3 - 1/8"STAINED - STUDY (10B) Note: <i>In Den as per Sketch</i>	*\$ 1,797.00	Each
30 61024 22253	1	- HARDWOOD - LAUZON ENGINEERED HARDWOOD - 3 - 1/8" NATURAL <i>STAINED</i> IN EXTRA AREA - FAMILY ROOM (7B) Note: <i>As per Sketch.</i>	\$ 3,800.00	Each
*31 36059 22252	1	- STAIRS - OAK STAIRCASE WITH VENEERED RISERS & STRINGERS AND SOLID TREADS. INCLUDES FROM MUDROOM TO MAIN FLOOR, MAIN FLOOR TO FAMILY ROOM & FAMILY ROOM TO 2ND FLOOR Note: The Purchaser(s) acknowledge and accept that 3 1/8in Engineered hardwood flooring will be installed on the landing (Where applicable). To ensure product stability proper humidity levels are to be maintained.	*\$ 6,887.00	Each
*32 49 22586	*1	- UNDERPAD - UPGRADE - LEVEL 1 - - BEDROOMS ONLY WITH LUXURY ENSUITE - LEVEL 1 Note:	*\$ 490.00	Each

Vendor Initials: *(Signature)* Purchaser Initials: *(Signature)*

CONSTRUCTION SCHEDULING APPROVAL

PER: _____

DATE: _____


NON STANDARD EXTRAS (680)

Rathwell Landing - Phase 2

PURCHASER: Abhilash Venepally

Printed: 23-Aug-20 12:03 pm

LOT NUMBER		PHASE	HOUSE TYPE	CLOSING DATE
295		2	1050 THE McCASLIN ELEV A	22-Jul-21
ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
33 116518	1	- GAS PIPING - MAIN FLOOR - FOR COOKTOP - AS PER SKETCH	\$ 475.00	Each
22280	Note: Locations Are Approximate & Must Be Compliant With All Applicable Codes			
34 22249	1	- ENSUITE BATH - DELTA LINDEN MONITOR 17 SERIES SHOWER TRIM DELTA T17294-I	\$ 238.00	Each
22249	Note:			
35 22584	1	- MAIN BATHROOM - DELTA LINDEN MONITOR 17 SERIES SHOWER TRIM DELTA T17294-I	\$ 238.00	Each
22584	Note:			
36 22256	1	- KITCHEN - 1) Refrigerator - W 36" x D36" inch (if possible)Height 69" 2) Cook-top- W 30" 3) Microwave and Oven- Width 30" Height 42 9/16" 4)Dishwasher W 23 7/8"x 34 1/2"	N/C	Each
22256	Note: See Items 13, 15, 16			
37 28767	1	- KITCHEN - KITCHEN FAUCET - DELTA ESSA 9113 - BL - DST MATTE BLACK SINGLE HANDLE PULL-DOWN	\$ 424.00	Each
22631	Note:			
38 56187	1	- KITCHEN - KITCHEN SINK - FRANKE TECHNA TCX120-29 DOUBLE BOWL STAINLESS STEEL UNDERMOUNT SINK	\$ 1,026.00	Each
22632	Note: Only available with Solid Surface Countertops			
39 56196	3	- BATHROOM SINK - AMERICAN STANDARD BOXE UNDERMOUNT SINK 0315 - 000	\$ 765.00	
22633	Note: Only available with Solid Surface Countertops main bathroom and ensuite			
40 28678	3	- BATHROOMS - DELTA VERO VANITY FAUCET 553LF SINGLE HOLE	\$ 1,119.00	
22634	Note: main bathroom and master ensuite			
41 104455	1	- ENSUITE BATH - BATHROOMS - DELTA TRINSIC ROMAN TUB FAUCET WITH HANDHELD T4759 CHROME	\$ 873.00	Each
22635	Note: master ensuite			
42 28838	2	- ENSUITE BATH - TOILET - AMERICAN STANDARD STUDIO 2 - PC TOILET ELONGATED DUAL FLUSH & SOFT CLOSE SEAT	\$ 1,560.00	
22636	Note: main bathroom and master ensuite			
*43 29143	1	- ORBITAL UPGRADES AS PER ATTACHED QUOTE & SKETCH.	*\$ 2,670.19	Each
22777	Note: Orbital Estimate OR4133 Rev.03 Dated 08/06/2020 \$2,363.00 x 13% = \$2,670.19			
*44 29142	1	- S&S ELECTRIC UPGRADES AS PER ATTACHED QUOTE & SKETCH.	*\$ 4,038.62	Each
22778	Note: S&S Estimate No #:SS3444 Rev.02 Dated 08/06/2020 \$3,574.00 + \$464.62 (13%) = \$4,038.62			

Vendor Initials: 

Purchaser Initials: 

PREPARED BY: Victoria Hum

LOCKED BY:

PE 1,118-3

InvoiceSQL.rpt 16May20

CONSTRUCTION SCHEDULING APPROVAL

PER: _____

DATE: _____

NON STANDARD EXTRAS (680)

Rathwell Landing - Phase 2

PURCHASER: Abhilash Venepally

Printed: 23-Aug-20 12:03 pm

LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
295	2	1050 THE McCASLIN ELEV A	22-Jul-21

ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
			Sub Total	\$57,877.81
			HST	\$0.00
			Total	\$57,877.81


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

PURCHASER: 

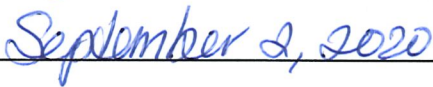
23-Aug-20

Abhilash Venepally

DATE

VENDOR: 

PER: Valecraft Homes Limited

DATE: 

CONSTRUCTION SCHEDULING APPROVAL

PER: _____

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.

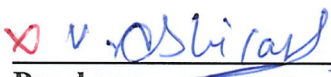
1. Preparation of transfer fee by Builder's solicitor as stated in Clause #16 of the Agreement of Purchase & Sale. \$225.00 + HST= \$254.25

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 August 23, 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 23 day of August, 2020.


Purchaser

Valecraft Homes Limited

Purchaser


Per: _____

September 2, 2020
Date:

Lot #: 295

Project: **Rathwell Landing**

Schedule "W4"
Granite & Variegated Quartz Colour Variation

Purchaser's name: Abhilash Venepally Lot no: 295 Plan #: 4M-1589
Purchaser's name: _____ Project: RATHWELL LANDING
Home Phone: 647.289.3917 Model: 1050 "A" Std. McCaslin
Work Phone: 647.289.3917 Closing Date: July 22, 2021
E-Mail (1): abhilash.undefined@gmail.com E-Mail (2): _____

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, Abhilash Venepally
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: 295

X V. Abhilash August 23, 2020
Purchaser Date:

Purchaser Date:

[Signature] September 2, 2020
Valecraft Homes Limited Date:

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

Time scheduled: _____ Date & Time: _____