

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

ON THE 30th DAY OF July, 2020.

REGARDING PROPERTY KNOWN AS: BUILDER'S LOT : P90
LOT: P90 BLOCK :
4M-1290 DEERFIELD VILLAGE 2
CIVIC ADDRESS: 604 Tranquil Stream Private

PURCHASERS: Julien Daniel Page & Yasnee Beeharry

VENDORS: VALECRAFT HOMES LIMITED

DATE OF ACCEPTANCE: August 11th, 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: \$537,674.92
BALANCE AT CLOSING: \$520,260.07
LESS H.S.T. AMOUNT: \$497,057.45
SCHEDULE "G" DATED: September 5th, 2020
TARION SCHEDULE "B" DATED: September 5th, 2020

INSERT: 680 dated: October 5th, 2020 in the amount of: \$17,045.00
NEW PURCHASE PRICE: \$554,719.92
ADDITIONAL DEPOSIT OF: \$7,934.00
NEW BALANCE AT CLOSING: \$529,371.07
NEW LESS H.S.T. AMOUNT: \$512,141.52
SCHEDULE "G" DATED: October 5th, 2020
TARION SCHEDULE "B" DATED: October 5th, 2020

Dated at Ottawa this 5th day of October, 2020

In the presence of:

Nicholas Spindel
WITNESS

X [Signature]
PURCHASER

Nicholas Spindel
WITNESS

X [Signature]
PURCHASER

Dated at Ottawa this 22nd day of October, 2020

VALECRAFT HOMES LIMITED (VENDOR)

PER: [Signature] REV: September 3, 2020

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.

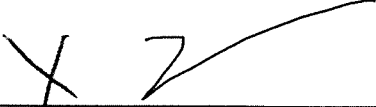

Purchaser


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 \$512,141.52 . 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 5th day of October, 2020


PURCHASER

VALECRAFT HOMES LIMITED



PURCHASER



PER: 

October 22, 2020
DATE:

PROJECT: DEERFIELD VILLAGE 2 LOT: P90

NON STANDARD EXTRAS (680)			
Deerfield 2 - Phase 2			
PURCHASERS: Julien Page and Yasnee Beeharry		Printed: 22-Oct-20 10:52 am	
LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
P90	2	120 THE HUNTLEY	17-Aug-21
ITEM	QTY	EXTRA / CHANGE	PRICE
			INTERNAL USE
32 251	1	- INTERIOR DOOR - STYLE - CONMORE 5 PANEL - - ALL AREAS - .	\$ 495.00
23879	Note:		Each
33	1	- ENSUITE BATH - SUPPLY AND INSTALL PAINTED FRENCH DOOR WITH FROSTED 1 LITE GLASS IN 4 PCE LUXURY ENSUITE BATHROOM, AS PER SKETCH.	\$ 878.00
23880	Note:		Each
*34 90180	1	- BASEMENT - DELETE STANDARD MDF PAINTED WHITE TYPE 1 MODERN MANTLE FROM FIREPLACE.	\$ 0.00
25245	Note:	Due To Extremely High Heat Temperatures Exiting The Top Vent Of The Fireplace causing Potential Damage To Electronics And/Or Wall Décor Installed Above The Fireplace, The Purchaser(s) Acknowledge(s) That The Builder Recommends Install of Fireplace Fan. Reference #28	Each
35	1	- DELETE ITEM #11 IN B1A'S RE: HARDWOOD - OAK - LAUZON - 3 1/8" WIDE - STAINED - IN KITCHEN	-\$478.00
23885	Note:		Each
*36 89053	1	- ENSUITE BATH - COUNTERTOP - QUARTZ - LEVEL 1 - ENSUITE BATHROOM - OPT 4PC	*\$ 1,176.00
24196	Note:	Eased Edge as per Profile Sketch and plan	Each
*37 103651	1	- KITCHEN - CABINETRY - UPC9-2A - LEVEL 1 CABINETRY - STANDARD LAYOUT. INCLUDES UPGRADE TO 42IN UPPERS WITH FILLER DETAIL ON UPPER KITCHEN CABINETRY TO STANDARD BULKHEAD	*\$ 999.00
24199	Note:	As per UPC Sketch	Each
*38 88861	1	- KITCHEN - CABINETRY - UPGRADE KITCHEN CABINETRY TO LEVEL 1	*\$ 1,871.00
24198	Note:	Standard Layout	Each
39	1	- KITCHEN - DELETE ITEM #16 IN B1A'S RE: CABINETRY - UPC9-2A- BUILDER'S STANDARD CABINETRY- STANDARD LAYOUT. INCLUDES UPGRADE TO 42" HIGH UPPERS WITH FILLER DETAIL ON KITCHEN UPPER CABINETRY TO STANDARD BULKHEAD.	-\$523.00
23891	Note:		Each
40	1	- ENSUITE BATH - SUPPLY AND INSTALL RADIANT HEAT FLOORING IN 4 PCE LUXURY ENSUITE, AS PER SKETCH	\$ 3,024.00
23892	Note:		Each
41 88379	1	- MAIN BATHROOM - BATHROOM SINK - AMERICAN STANDARD STUDIO DROP-IN SINK 0643 - 001	\$ 238.00
23895	Note:	Single hole faucet Required, IN MAIN BATHROOM, AS PER SKETCH	Each
42 88497	1	- ENSUITE BATH - TOILET - AMERICAN STANDARD FAIRFIELD 1PC - TOILET W/ SLOW CLOSE SEAT 2862 016	\$ 636.00
23896	Note:	IN 4 PCE LUXURY ENSUITE, AS PER SKETCH	Each
43 88217	2	- BATHROOMS - DELTA TRINSIC SINGLE HANDLE HIGH - ARC LAVATORY FAUCET 559HA - DST	\$ 510.00
23899	Note:	TO BE INSTALLED IN MAIN BATHROOM AND ENSUITE BATHROOM, AS PER SKETCH.	

Vendor Initials: 

Purchaser Initials:  

CONSTRUCTION SCHEDULING APPROVAL

PER: _____

DATE: _____


NON STANDARD EXTRAS (680)			
Deerfield 2 - Phase 2			
PURCHASERS: Julien Page and Yasnee Beeharry		Printed: 22-Oct-20 10:52 am	
LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
P90	2	120 THE HUNTLEY	17-Aug-21
ITEM	QTY	EXTRA / CHANGE	PRICE
44 88508	2	- CERAMIC TILE - GROUT COLOR PER COLOUR	\$ 150.00
23900	Note:		
45 88571	1	- ENSUITE BATH - BATHROOM SINK - AMERICAN STANDARD BOXE UNDERMOUNT SINK 0315 - 000	\$ 255.00
23901	Note: See #36 for Solid Surface Countertops, AS PER SKETCH		Each
46 172	1	- ENSUITE BATH - TILE - WALL - UPGRADE - FLOOR TILE IN LIEU OF WALL - DIAMOND - - ENSUITE BATH - DIAMOND	\$ 830.00
25244	Note: Includes TUB DECK IN LIEU OF STANDARD, SQUARE INSTALL, AS PER Wall tile Sketch and plan.		Each
47 170	1	- ENSUITE BATH - TILE - FLOOR - UPGRADE - DIAMOND - - ENSUITE BATH 4PC - DIAMOND	\$ 1,262.00
23907	Note: IN LIEU OF STANDARD, SQUARE INSTALL, AS PER Floor tile SKETCH and plan		Each
48	1	- BASEMENT - CLARIFICATION TO #28: Fireplace does not include hearth	\$ 0.00
23909	Note:		Each
49 127	1	- KITCHEN - TILE - WALL - BACKSPLASH - UPGRADE - BRONZE - - KITCHEN - BRONZE	\$ 166.00
23911	Note: HORIZONTAL 1/3 STAGGERED INSTALL, AS PER SKETCH. (EURO PASHA CLASSIC PULPIS 3" X 6" IVORY MATT WALL TILE		Each
*50 108	*1	- FOYER - TILE - FLOOR - UPGRADE - BRONZE - - FOYER / POWDER ROOM - BRONZE	*\$ 655.00
23912	Note: AS PER SKETCH		Each
*51 108	*1	- KITCHEN - TILE - FLOOR - UPGRADE - BRONZE - - KITCHEN STD - BRONZE	*\$ 460.00
23913	Note: AS PER SKETCH		Each
*52 88912	1	- ENSUITE BATH - VANITY - UPGRADE 4PC ENSUITE VANITY CABINETRY LEVEL 1	*\$ 280.00
24606	Note: Standard Layout		Each
53	1	- BASEMENT - SUPPLY & INSTALL CERATEC PAVE WALL HOUSE SICHENIA 6.5" X 16.1" BIANCO 1659 (HORIZONTAL 1/3 STAGGERED), FLOOR TILES ON BASEMENT FIREPLACE WALLS, SIDES/RETURNS AND FACADE ALL THE WAY TO CEILING, AS PER Wall tile Sketch and plan	\$ 3,204.00
24602	Note:		Each
54 115	1	- FOYER - TILE - FLOOR - INSTALLED STAGGERED - INSTALLATION ONLY - - FOYER / POWDER ROOM - .	\$ 305.00
24827	Note: FRONT TO BACK Installation as per floor tile Sketch		Each
55 115	1	- KITCHEN - TILE - FLOOR - INSTALLED STAGGERED - INSTALLATION ONLY - - KITCHEN STD - .	\$ 210.00
24828	Note: FRONT TO BACK Installation as per floor tile Sketch		Each



PREPARED BY: Nicole Trudel

LOCKED BY:

PE 1,175-2

voiceSQL.rpt 16May20

Vendor Initials: 

Purchaser Initials:  

CONSTRUCTION SCHEDULING APPROVAL

PER: _____

DATE: _____

NON STANDARD EXTRAS (680)
Deerfield 2 - Phase 2

PURCHASERS: Julien Page and Yasnee Beeharry


Printed: 22-Oct-20 10:52 am

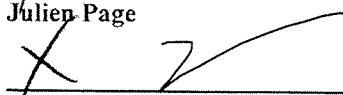
LOT NUMBER P90	PHASE 2	HOUSE TYPE 120 THE HUNTLEY	CLOSING DATE 17-Aug-21
-------------------	------------	-------------------------------	---------------------------


ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
56 116		1 - <i>ENSUITE BATH</i> - TILE - WALL - INSTALLED IN A BRICK PATTERN - INSTALLATION ONLY -- SHOWER SURROUND - ENSUITE BATHROOM - OPTIONAL (20) - .	\$ 170.00	Each
24829		Note: As per Wall Tile Sketch		
57 116		1 - <i>MAIN BATHROOM</i> - TILE - WALL - INSTALLED IN A BRICK PATTERN - INSTALLATION ONLY -- MAIN BATHROOM (18) - .	\$ 136.00	Each
24830		Note: As per Wall Tile Sketch		
58		1 - <i>BASEMENT BATHROOM</i> - TILE - WALL - INSTALLED IN BRICK PATTERN - INSTALLATION ONLY - BASEMENT BATHROOM	\$ 136.00	Each
24831		Note: As per Wall Tile Sketch		

Sub Total	\$17,045.00
HST	\$0.00
Total	\$17,045.00

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

PURCHASER: 
Julien Page
DATE: 22-Oct-20

PURCHASER: 
Yasnee Beeharry
DATE: 22-Oct-20

VENDOR: 
PER: Valecraft Homes Limited

DATE: October 22, 2020

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 #17 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 #17 of the Agreement of Purchase & Sale.
2. Property Taxes as per final statement of adjustments as stated in Clause #7 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 #7 of the Agreement of Purchase & Sale. Tarion Enrolment Calculation Table can be viewed on-line at tarion.com. See chart on page 12 as a guide.
5. Additional upgrades/deletions contained in the attached Amendment to the Agreement of Purchase and Sale dated October 5th, 2020.
6. Any increase in existing or newly imposed levies, development charges, education development any impost or other charges imposed by an approving authority or public utility corporation as stated in Clause # 33 of the Agreement of Purchase & Sale.

Signed at Ottawa, this 5th day of October, 2020.


Purchaser

Valecraft Homes Limited


Purchaser

Per: 

Date: October 22, 2020

Lot #: P90

Project: **Deerfield Village II**