

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE
BETWEEN THE UNDERSIGNED PARTIES HERETO SIGNED
ON THE 24 DAY OF June , 20 20 .

REGARDING PROPERTY KNOWN AS: BUILDER'S LOT : 263
LOT: 263 BLOCK :
4M-1589 RATHWELL LANDING
CIVIC ADDRESS: 736 Parade Dr

PURCHASERS: Michael R.Maiorino and Ashley L.Maiorino

VENDORS: VALECRAFT HOMES LIMITED

DATE OF ACCEPTANCE: July 16, 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: \$771,232.35
BALANCE AT CLOSING: \$698,232.35
LESS H.S.T. AMOUNT: \$703,745.44
SCHEDULE "G" DATED: September 10, 2020
TARION SCHEDULE "B" DATED: September 10, 2020

INSERT: 680 dated: December 22, 2020 in the amount of: \$84.00
NEW PURCHASE PRICE: \$771,316.35
NEW BALANCE AT CLOSING: \$698,316.35
NEW LESS H.S.T. AMOUNT: \$703,819.78
SCHEDULE "G" DATED: December 22, 2020
TARION SCHEDULE "B" DATED: December 22, 2020

DATED at Ottawa this 22 day of December 20 20

In the presence of:

WITNESS

DocuSigned by:
PURCHASER

WITNESS

DocuSigned by:
Ashley L. Maiorino
PURCHASER

DATED at Ottawa this 23 day of December 20 20

VALECRAFT HOMES LIMITED (VENDOR)

PER: Diane Brunet

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.

DS




Purchaser

DS



Purchaser


DS



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 \$703,819.78 . The Purchaser is responsible for payment in full of the Land Transfer 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 22 day of December , 20 20

DocuSigned by:


EFP8310E4D5A401...
PURCHASER

VALECRAFT HOMES LIMITED

DocuSigned by:
Ashley L. Maiorino

C3018880883845E...
PURCHASER

DocuSigned by:
Diane Brunet

59A2330D9F4E4C7...
PER:

 December 23, 2020
DATE:

PROJECT: RATHWELL LANDING **LOT:** 263



NON STANDARD EXTRAS (680)			
Rathwell Landing - Phase 2			
PURCHASERS: Michael R Maiorino and Ashley L Maiorino			Printed: 22-Dec-20 4:25 pm
LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
263	2	1046 THE HAZELWOOD ELEV B - WALK OUT BASEMENT	22-June-21
ITEM	QTY	EXTRA / CHANGE	PRICE
64	1	- CABINETRY - ADJUST KITCHEN CABINETRY TO ACCOMMODATE NON-STANDARD REFRIGERATOR SIZE AS PER SKETCH	\$ 84.00
29015			Each
27697	Note:	Purchaser(s) acknowledge that the number & or size of doors may be reduced in the surrounding cabinetry to accommodate.	
65	1	- REVISION #2 TO COLOUR CHART - FRIDGE OPENING TO BE APPROX. 37" WIDE X 71" HIGH	
27698	Note:		Each

Sub Total	\$84.00
HST	\$0.00
Total	\$84.00

Payment Summary

<u>Paid By</u>	<u>Amount</u>
Amendment	\$84.00
Total Payment:	\$84.00

PURCHASER:

DocuSigned by:

22-Dec-20

DATE

Michael R Maiorino

DocuSigned by:

22-Dec-20

DATE

VENDOR:

DocuSigned by:

PER: Valecraft Homes Limited

DATE:

December 23, 2020

PREPARED BY: Emma Cooper
LOCKED BY: Emma Cooper
PE 1,305-1
InvoiceSQL.rpt 16May20

CONSTRUCTION SCHEDULING APPROVAL

PER: _____
DATE: _____



**Freehold Form
(Tentative Closing 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 December 22, 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 22 day of December, 2020.

DocuSigned by:

EFF8310E4D5A401...
Purchaser

Valecraft Homes Limited

DocuSigned by:
Ashley L. Maiorino
C3018889883845E...
Purchaser


DocuSigned by:
Diane Brunet
59A2330D9F4E4C7...
Per:

December 23, 2020 | 6:11 AM PST

Date:

Lot #: 263


Project: **Rathwell Landing**

	SINGLES AND TOWNS COLOUR CHART REVISION #2					
	Community:	Rathwell Landing	Reg'd Plan #:	4M-1589	Sales Rep:	Victoria Hum
	Lot No:	263	Civic Address:	736 Parade Drive		
	Purchaser(s):	Michael R. Maiorino			Model Name/#:	The Hazelwood 1046
	Purchaser(s):	Ashley L. Maiorino			Closing Date:	22-Jun-21
INTERIOR FINISHES						
DESCRIPTION					STD/UPG #	
TRIM STYLE						
DOOR STYLE						
INTERIOR HARDWARE						
INTERIOR LIGHTING PACKAGE						
BATHROOM ACCESSORIES						
FIREPLACE MANTLE						

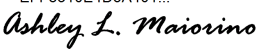
INTERIOR HANDRAILS AND SPINDLES				
	WOOD	STYLE	STAIN/COLOUR	STD/UPG #
HANDRAIL				
BRACKET				
SPINDLES				
POSTS				
NOSINGS				
HARDWOOD STAIRCASE <small>(WHERE APPLICABLE)</small>				

APPLIANCES				
TYPE	SIZE	STD/UPG #	APPLIANCE UPG LEVEL	STD/UPG #
FRIDGE <small>(Standard Minimum Opening is 33" x 70.75")</small>	Approx. 37" Wide x 71" High	64	Sleeve For Future Waterline	STD
COOKTOP				
DISHWASHER				
CHIMNEY HOODFAN				
DOUBLE WALL OVEN				
WASHING MACHINE/DRYER				


DocuSigned by:



DocuSigned by:



DocuSigned by:



Purchaser's Signature(s) :


Purchaser's Signature(s) :

Approved By :

Date: September 10, 2020


Date: September 10, 2020

Date: December 23, 2020

	SINGLES AND TOWNS COLOUR CHART REVISION #2					
	Community: Rathwell Landing		Reg'd Plan #: 4M-1589		Sales Rep: Victoria Hum	
	Lot No: 263		Civic Address:		736 Parade Drive	
	Purchaser(s): Michael R. Maiorino				Model Name/#: The Hazelwood 1046	
	Purchaser(s): Ashley L. Maiorino				Closing Date: 22-Jun-21	
CABINETRY						
ROOM	SELECTION				LEVEL	STD/UPG #
KITCHEN	STYLE AND COLOUR	Shaker 5PC Island only: TF-179 + All other cabinetry: TF-176			L1 + 2 Colours of Cabinetry	UPG# 11, 13, 14, 15, 31, 33, 34, 35, 41, 51, 52, 64
	HARDWARE CODE					
	COUNTERTOP					
BEDROOM 4 ENSUITE BATHROOM	STYLE AND COLOUR					
	HARDWARE CODE					
	COUNTERTOP					
MASTER ENSUITE BATHROOM	STYLE AND COLOUR					
	HARDWARE CODE					
	COUNTERTOP					
POWDER ROOM	STYLE AND COLOUR					
	HARDWARE CODE					
	COUNTERTOP					
BASEMENT BATHROOM	STYLE AND COLOUR					
	HARDWARE CODE					
	COUNTERTOP					
MAIN BATHROOM	STYLE AND COLOUR					
	HARDWARE CODE					
	COUNTERTOP					

Purchaser's Signature(s) :

DocuSigned by:




Ashley L. Maiorino

59A2330D9F4E4C7...

Purchaser's Signature(s) :

DocuSigned by:




Diane Brunet

59A2330D9F4E4C7...

Approved By :

DocuSigned by:



Ashley L. Maiorino

59A2330D9F4E4C7...

Date:

December 22, 2020

Date:

December 22, 2020

Date:

December 23, 2020