

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

ON THE 16 DAY OF February, 20 20

REGARDING PROPERTY KNOWN AS: BUILDER'S LOT : 272
LOT: 272 BLOCK :
4M-1589 RATHWELL LANDING
CIVIC ADDRESS: 755 parade Dr
PURCHASERS: Boris Frenkel and Victoria Frenkel

VENDORS: VALECRAFT HOMES LIMITED

DATE OF ACCEPTANCE: February 19, 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: \$590,410.45
BALANCE AT CLOSING: \$540,410.45
LESS H.S.T. AMOUNT: \$543,726.06
SCHEDULE "G" DATED: February 16, 2020
TARION SCHEDULE "B" DATED: February 16, 2020

INSERT: 680 dated: x March 29, 2020 in the amount of: \$17,513.06

NEW PURCHASE PRICE: \$607,923.51
NEW BALANCE AT CLOSING: \$557,923.51
NEW LESS H.S.T. AMOUNT: \$559,224.35
SCHEDULE "G" DATED: x March 29, 2020
TARION SCHEDULE "B" DATED: x March 29, 2020
SCHEDULE "W4" DATED: March 29, 2020

DATED at Ottawa this 29 day of March 20 20 VF BT PB

In the presence of:

Victoria E. Hu-
WITNESS

x [Signature]
PURCHASER

Victoria E. Hu-
WITNESS

x [Signature]
PURCHASER

DATED at Ottawa this 16 day of April 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.

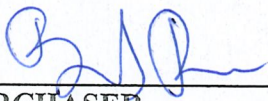

Purchaser


Purchaser

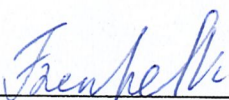

Vendor


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 \$559,224.35. 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 0 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 this 29 day of March, 20 20


PURCHASER

VALECRAFT HOMES LIMITED


PURCHASER


PER:

April 16, 2020
DATE:

PROJECT: RATHWELL LANDING LOT: 272

NON STANDARD EXTRAS (680)

Rathwell Landing - Phase 2

PURCHASERS: Boris Frenkel and Victoria Frenkel

Printed: 26-Mar-20 1:38 pm

| LOT NUMBER | | PHASE | HOUSE TYPE | CLOSING DATE | |
|-----------------------|-----|--|------------------------------|--------------|--|
| 272 | | 2 | 825 THE BRADLEY 3 BED ELEV B | 3-Dec-20 | |
| ITEM | QTY | EXTRA / CHANGE | PRICE | INTERNAL USE | |
| 16 104201 18559 | 1 | KITCHEN - 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: Purchaser Acknowledges and accepts that Upper Kitchen cabinetry upgraded wood doors will have center style. As per attached sketch & kitchen sketch dated <u>March 29, 2020</u> | \$ 954.00 | Each | |
| 17 18560 | 1 | KITCHEN/DINETTE - Kitchen /Dinette- UPC9-2B- Builder's cabinetry- Extended Pantry- includes upgrade to 42 in uppers with filler detail on the upper cabinetry of extended pantry to upgrade bulkhead Note: As per attached sketch & kitchen sketch dated <u>March 29, 2020</u> | \$ 590.00 | Each | |
| 18 18562 | 1 | KITCHEN/DINETTE - Kitchen / Dinette - Delete upper and lower cabinet beside the fridge and provide for an approx 24" deep Pantry and provide for an approx 24" deep fridge upper cabinet all in std series cabinetry Note: As per attached sketch & kitchen sketch dated <u>March 29, 2020</u> | \$ 433.00 | Each | |
| 19 18563 | 1 | KITCHEN/DINETTE - redesign kitchen including P/P drawer& extended pantry as per attached sketch c/w std ceramic tile backsplash and level 1 GRANITE countertop.Existing elec.outlet in dinette to be relocated to counter height and upg. to a dedicated outlet Note: note **upper cabinet doors to be designed so they are all approx . the same width and both pantries to be the same width as well *** . As per attached sketch & kitchen sketch dated <u>March 29, 2020</u> | \$ 8,679.00 | Each | |
| 20 28152 18603 | 1 | KITCHEN - HOOD FAN - CHIMNEY - BROAN 290 CFM - 30IN STAINLESS IN LIEU OF OTR. INCLUDES ADDITIONAL BACKSPLASH TILES FROM BUILDERS STANDARD SELECTIONS Note: Does not include modifications to cabinetry or electrical for new microwave location. As per attached sketch dated <u>March 29, 2020</u> | \$ 599.00 | Each | |
| *21 46 18867 | *1 | CARPET - UPGRADE - LEVEL 3 -- BASEMENT STAIRCASE - LEVEL 3 Note: As per attached sketch dated <u>March 29, 2020</u> | *\$ 260.00 | Each | |
| *22 46 18868 | *1 | CARPET - UPGRADE - LEVEL 3 -- MAIN STAIRCASE - LEVEL 3 Note: As per attached sketch dated <u>March 29, 2020</u> | *\$ 260.00 | Each | |
| *23 49 18869 | *1 | UNDERPAD - UPGRADE - LEVEL 1 -- MAIN STAIRCASE - LEVEL 1 Note: As per attached sketch dated <u>March 29, 2020</u> | *\$ 85.00 | Each | |
| *24 49 18870 | *1 | UNDERPAD - UPGRADE - LEVEL 1 -- BASEMENT STAIRCASE - LEVEL 1 Note: As per attached sketch dated <u>March 29, 2020</u> | *\$ 85.00 | Each | |
| 25 56185 18871 | 1 | KITCHEN - KITCHEN SINK - REGINOX ND1831UA/9 UNDERMOUNT SINK Note: Only available with Solid Surface Countertops | \$ 250.00 | Each | |
| 26 28779 18872 | 1 | KITCHEN - KITCHEN FAUCET - DELTA MARLEY 986LF - AR ARCTIC STAINLESS Note: | \$ 257.00 | Each | |
| *27 40852 18873 | 1 | KITCHEN - COUNTERTOP - KITCHEN OPTIONAL BREAKFAST BAR - GRANITE - LEVEL 1 Note: Raised breakfast bar on island. As per attached sketch dated <u>March 29, 2020</u> | *\$ 1,465.00 | Each | |

Vendor Initials:

Purchaser Initials:

PREPARED BY: Victoria Hum

LOCKED BY:
PE 927-1

InvoiceSQL.rpt 10Sept19

CONSTRUCTION SCHEDULING APPROVAL
PER: _____

DATE: _____

NON STANDARD EXTRAS (680)
Rathwell Landing - Phase 2

PURCHASERS: Boris Frenkel and Victoria Frenkel Printed: 26-Mar-20 1:38 pm

| LOT NUMBER | PHASE | HOUSE TYPE | CLOSING DATE |
|------------|-------|------------------------------|--------------|
| 272 | 2 | 825 THE BRADLEY 3 BED ELEV B | 3-Dec-20 |



| ITEM | QTY | EXTRA / CHANGE | PRICE | INTERNAL USE |
|------|-----|----------------|-------|--------------|
|------|-----|----------------|-------|--------------|

| | | | |
|---------------------------|--|--------------|------|
| *28 28847 18879 | 1 - - CERAMIC TILE - DELETE FIREPLACE HEARTH Note: | \$ 0.00 | Each |
| 29 28848 18880 | 1 - - CERAMIC TILE - GROUT COLOR PER COLOUR Note: | \$ 75.00 | Each |
| 30 29146 18881 | 1 - - FLAT CEILINGS (NO STIPPLE), PER FLOOR Note: MAIN FLOOR INCLUDING ANGLED CEILING IN GREAT ROOM | \$ 1,026.00 | Each |
| 31 18882 | 1 - - CLARIFICATION B1A#14 & 15 : HARDWOOD TO BE STAINED MAPLE HARDWOOD 3 1/8" Note: As per attached sketch dated March 29, 2020 | | Each |
| 32 18884 | 1 - KITCHEN/DINETTE - Upgrade to bronze ceramic wall tile + 1/3 staggered installation in modified kitchen / dinette layout with chimney hoodfan . Tile to go all the way behind chimney to upgraded bulkhead Note: As per attached tile installation sketch dated March 29, 2020 | \$ 190.00 | Each |
| *33 29142 18885 | 1 - - S&S ELECTRIC UPGRADES AS PER ATTACHED QUOTE & SKETCH. Note: estimate no #SS2896 | *\$ 1,810.49 | Each |
| *34 29143 18886 | 1 - - ORBITAL UPGRADES AS PER ATTACHED QUOTE & SKETCH. Note: Estimate no#OR 3432 | *\$ 236.70 | Each |
| 35 18887 | 1 - ENSUITE BATH - DELETE B1A #11 (additionnal foot of lower and countertop and mirror-standard cabinetry) Note: | -\$276.00 | Each |
| 36 18888 | 1 - ENSUITE BATH - DELETE B1A # 12 (bank of drawers) Note: | -\$675.00 | Each |

| | |
|-----------|-------------|
| Sub Total | \$16,304.19 |
| HST | \$0.00 |
| Total | \$16,304.19 |

\$16,304.19 / 1.052 x 1.13 = \$17,513.06
Difference \$1,208.87

PREPARED BY: Victoria Hum
LOCKED BY:
PE 927-2
InvoiceSQL.rpt 10Sept19

Vendor Initials:  Purchaser Initials: 
CONSTRUCTION SCHEDULING APPROVAL
PER: _____
DATE: _____

NON STANDARD EXTRAS (680)

Rathwell Landing - Phase 2

PURCHASERS: Boris Frenkel and Victoria Frenkel

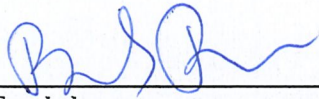
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| LOT NUMBER | PHASE | HOUSE TYPE | CLOSING DATE |
|-------------------------|-------|------------------------------|--------------|
| 272 | 2 | 825 THE BRADLEY 3 BED ELEV B | 3-Dec-20 |
| ITEM QTY EXTRA / CHANGE | | PRICE | INTERNAL USE |

Payment Summary

| Paid By | Amount |
|----------------|--------|
| Total Payment: | |

PURCHASER: ☒

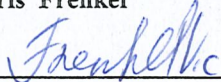

Boris Frenkel

29-Mar-20

~~26-Mar-20~~

DATE

☒


Victoria Frenkel

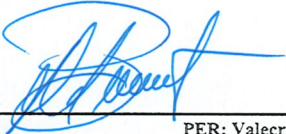
29-Mar-20

~~26-Mar-20~~

DATE

VF

BF

VENDOR: 

PER: Valecraft Homes Limited

DATE: April 16, 2020

CONSTRUCTION SCHEDULING APPROVAL

| | |
|-------|--|
| PER: | |
| DATE: | |

Schedule "W4"
Granite & Variegated Quartz Colour Variation

Purchaser's name: Boris Frenkel Lot no: 272 Plan #: 4M-1589
Purchaser's name: Victoria Frenkel Project: RATHWELL LANDING
Home Phone: 431-588-8957 Model: 825 Bradley B rev
Work Phone: _____ Closing Date: December 3, 2020
E-Mail (1): boris.frenkel@gmail.com E-Mail (2): frenkel.vic@gmail.com

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, Boris Frenkel and Victoria Frenkel

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: 272

x Boris Frenkel
Purchaser

x Victoria Frenkel
Purchaser

[Signature]
Valecraft Homes Limited

x 03/29/2020
Date:

x 03/29/2020
Date:

April 16, 2020
Date:

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

Time scheduled: _____ Date & Time: _____

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 #16 of the Agreement of Purchase & Sale. $\$225.00 + \text{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 March 29, 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 29 day of March, 2020.

x [Signature]
Purchaser

Valecraft Homes Limited

x [Signature]
Purchaser

[Signature]
Per:

April 16, 2020
Date:

Lot #: 272

Project: Pathwell Landing