

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

ON THE 24 DAY OF May, 20 20.

REGARDING PROPERTY KNOWN AS: BUILDER'S LOT : 302
LOT: 302 BLOCK :
4M-1589 RATHWELL LANDING
CIVIC ADDRESS: 149 Hickstead Way
PURCHASERS: Aleksei Pronin and Oksana Prosvirina

VENDORS: VALECRAFT HOMES LIMITED

DATE OF ACCEPTANCE: June 11, 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: \$682,179.15
BALANCE AT CLOSING: \$632,179.15
LESS H.S.T. AMOUNT: \$624,937.30
SCHEDULE "G" DATED: August 3, 2020
TARION SCHEDULE "B" DATED: August 3, 2020

INSERT: 680 dated: September 10, 2020 in the amount of: \$51,002.00
NEW PURCHASE PRICE: \$733,181.15
ADDITIONAL DEPOSIT OF: \$20,000.00 DATED MARCH 6 2021.
NEW BALANCE AT CLOSING: \$663,181.15
NEW LESS H.S.T. AMOUNT: \$670,071.81
SCHEDULE "G" DATED: September 10, 2020
TARION SCHEDULE "B" DATED: September 10, 2020

Schedule "W2" and "W4" Dated September 10, 2020

DATED at Ottawa this 10 day of September 20 20

In the presence of:

Viktor P. H.
WITNESS

[Signature]
PURCHASER

Viktor P. H.
WITNESS

[Signature]
PURCHASER

DATED at Ottawa this 15th day of October 20 20

VALECRAFT HOMES LIMITED (VENDOR)

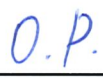
PER: [Signature]


REV: September 9, 2019

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 \$670,071.81. 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 10 day of SEPTEMBER, 20 20




 PURCHASER

VALECRAFT HOMES LIMITED



 PURCHASER



 PER:

October 1, 2020

 DATE:

PROJECT: RATHWELL LANDING LOT: 302

NON STANDARD EXTRAS (680)			
Rathwell Landing - Phase 2			
PURCHASERS: Aleksei Pronin and Oksana Prosvirina			Printed: 14-Sep-20 12:38 pm
LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
302	2	1046 THE HAZELWOOD ELEV B	6-Jul-21
ITEM	QTY	EXTRA / CHANGE	PRICE
32	1	ENSUITE BATH - TILE - WALL - UPGRADE - FLOOR TILE IN LIEU OF WALL - GOLD - -	\$ 790.00
143		SHOWER SURROUND - ENSUITE BATHROOM - OPTIONAL (20) - GOLD	
20257		Note: note 1/16" tile spacers to be used .	
33	1	KITCHEN - KITCHEN SINK - BLANCO HORIZON SILGRANITE U2 UNDERMOUNT (8IN	\$ 382.00
28820		DEEP) - MIN 34" WIDE CABINET REQUIRED	
20271		Note: Only available with Solid Surface Countertops. PLEASE SPECIFY COLOUR AND CODE ON COLOUR SHEETS	
34	1	- - PAINT ADDITIONAL COLOUR (NON DEEP BASE) BUILDERS STANDARD PAINT. PER	\$ 577.00
29144		COLOUR FOR COMPLETE HOUSE	
20272		Note:	
35	2	- - BATHROOMS - DELTA TRINSIC SINGLE HANDLE HIGH - ARC LAVATORY FAUCET	\$ 814.00
56202		559HA -BL- DST MATTE BLACK	
20280		Note: Master ensuite	
*36	*1	- - LOWER CABINETS - LC BANK OF DRAWERS (4 DRAWERS)	*\$ 750.00
1101		<i>in between the 2 sinks in the</i>	
20340		Note: master ensuite see sketch dated sept 10,20	
*37	*1	- - LOWER CABINETS - LC BANK OF DRAWERS (4 DRAWERS)	*\$ 750.00
1101			
20342		Note: in kitchen island see sketch dated sept 10,20	
38	2	- - CERAMIC TILE - GROUT COLOR PER COLOUR	\$ 75.00
28848		<i>into</i>	
20345		Note:	
39	1	- - INTERIOR DOOR - STYLE - CRAFTSMAN III SMOOTH 3 PANEL - - ALL AREAS C/W OPT	\$ 770.00
219		5PC ENSUITE - .	
23293		Note:	
40	1	KITCHEN - REDESIGN KITCHEN -Two tone custom kitchen in level 4 cabinetry (ACRY-LUX	\$ 26,447.00
20445		TF-5103 hign gloss light grey and AL-1000-5100 High gloss White)as per attached layouts signed by vendor and purchasers , including relocation of the wall and dining room by 2' <i>thick</i>	
		Note: 42" uppers cabinets c/w 4" filler, 24 deep fridge upper cabinets , 24" deep panrty , 2" <i>thick</i> open Shelvng, std bank of 4 drawers, piano hinge corner cabinet, wall oven/microwave cabinet, cook topcabinet with drawers, 10 pot and pan drawers , push to open hardware for all doors and drawers inc the island , all elcectrical changes required for the custom kitchen	
		sketches dated sept 10,20	
41	1	KITCHEN - counters -level #5 quartz for redesign kitchen with no breakfast bar on island	\$ 8,468.00
23275		Note:	
42	1	KITCHEN - UPGRADE STD SERIES CERAMIC WALL TILE BACKSPLASH TO BRONZE	\$ 225.00
21954		SERIES FLOOR TILE (CUSTOM KITCHEN LAYOUT INCLUDING AREA FOR CHIMNEY HOOD FAN & EACH SIDE OF WINDOW)	
		Note: - 1/16 inch tile spacer to be used see attached sketch dated sept 10, 20	

NON STANDARD EXTRAS (680)

Rathwell Landing - Phase 2

PURCHASERS: Aleksei Pronin and Oksana Prosvirina

Printed: 10-Sep-20 2:49 pm

LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
302	2	1046 THE HAZELWOOD ELEV B	6-Jul-21

ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
55 28767 23296	1 -	KITCHEN FAUCET - DELTA ESSA 9113 - BL - DST MATTE BLACK SINGLE HANDLE PULL-DOWN Note:	\$ 424.00	Each
56 56210 23297	1 -	BATHROOMS - DELTA TRINSIC SHOWER FAUCET T14259-BL-R10000-UNBX WITH H2O KINETIC RAINCAN SHOWER HEAD MATTE BLACK Note: master ensuite	\$ 238.00	Each
57 23578	1 -	GREAT ROOM - RELOCATE FIREPLACE TO CORNER OF GREAT ROOM FROM CENTER OF SIDE WALL AND PROVIDE FOR 24"X12" BRONZE UPGRADED FLOOR TILES TO BE INSTALLED HORIZONTALLY STACKED ON FACE AND THE 1 RETURN TO CEILING, BUMPED OUT TO BE APPROX 66"WIDE X 12"DEEP Note: ***SEE ATTACHED SKETCH dated sept 10,20*** note 1/16 tile spacers to be used	\$ 1,468.00	Each
58 23588	1 -	ENSUITE BATH - UPGRADE STD CABINETRY HARDWARE TO 305-96-195 Note:	\$ 80.00	Each
59 23685	1 -	GREAT ROOM - delete the 4- sided black trim and install stainless steel trim kit Note: See BI-A Item #19	\$ 269.00	Each
60 23687	1 -	GREAT ROOM - fireplace - supply and install MRKM Mineral Rock Kit Note:	\$ 442.00	Each

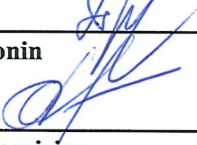
61. Clarification to item #29: Stairs to grade will be included as per standard lookout detail. They are to be located at the side of the deck backing onto the Great Room.

N/C

Sub Total	\$51,002.00
HST	\$0.00
Total	\$51,002.00

Payment Summary	
Paid By	Amount
Total Payment:	

PURCHASER:




Aleksei Pronin

10-Sep-20

DATE

PURCHASER:




Oksana Prosvirina

10-Sep-20

DATE

VENDOR:



PER: Valecraft Homes Limited

October 1, 2020

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 september 10, 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 10 day of September, 2020.



Purchaser

Valecraft Homes Limited



Purchaser



Per:

October 1, 2020

Date:

Lot #: 302

Project: **Rathwell Landing**

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 Limited recommends strongly against the use of hardwood flooring in 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 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, Aleksei Pronin and Oksana Prosvirina


have read and fully understand the aforementioned caution and recommendation set forth by the builder and as such hereby release VALECRAFT HOMES LIMITED from future responsibility with respect to flooring damage caused as a result of water and/or excessive moisture.

Project: Rathwell Landing

LOT NO: 302

x 
(Signature)

 10/20
(Date)

x 
(Signature)

 10/20
(Date)

Schedule "W4"

Granite & Variegated Quartz Colour Variation

Purchaser's name: Aleksei Pronin Lot no: 302 Plan #: 4M-1589
Purchaser's name: Oksana Prosvirina Project: Rathwell Landing
Home Phone: 343 998-8504 Model: 1046 LO B Std Hazelwood
Work Phone: 343 996-8997 Closing Date: May 13, 2021
E-Mail (1): sunnymantle@gmail.com E-Mail (2): redmaplecountry@gmail.com

Valecraft Homes Ltd. 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, Aleksei Pronin and Oksana Prosvirina

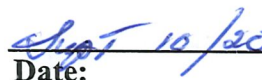
have read and fully understand the aforementioned recommendation set forth by the builder and as such hereby release VALECRAFT HOMES LIMITED from future responsibility with respect to a variation in colour of granite/ variegated quartz countertops.


☒ We accept this opportunity

☐ We decline this opportunity

Project: Rathwell Landing LOT NO: 302



Purchaser


Date:


Purchaser


Date:


Valecraft Homes Limited


Date:

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

Time scheduled: _____ Date & Time: _____