

**AMENDMENT TO AGREEMENT OF PURCHASE AND SALE
BETWEEN THE UNDERSIGNED PARTIES HERETO SIGNED
ON THE 12 DAY OF July, 20.**

REGARDING PROPERTY KNOWN AS: BUILDER'S LOT : 262
LOT: 262 BLOCK :
4M-1589 RATHWELL LANDING
CIVIC ADDRESS: 734 Parade Dr.
PURCHASERS: Igor Litman and Yulia Litman

VENDORS: VALECRAFT HOMES LIMITED
DATE OF ACCEPTANCE: July 28, 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: \$699,108.00
BALANCE AT CLOSING: \$649,108.00
LESS H.S.T. AMOUNT: \$639,918.58
SCHEDULE "G" DATED: July 12, 2020
TARION SCHEDULE "B" DATED: July 12, 2020

INSERT: 680 dated: September 22, 2020 in the amount of: \$41,020.00
NEW PURCHASE PRICE: \$740,128.00
NEW BALANCE AT CLOSING: \$690,128.00
NEW LESS H.S.T. AMOUNT: \$676,219.47
SCHEDULE "G" DATED: September 22, 2020
TARION SCHEDULE "B" DATED: September 22, 2020

Dated at Ottawa this 25th day of October, 2020

In the presence of:

Victor 24
WITNESS

Igor Litman
PURCHASER

Victor 24
WITNESS

Yulia Litman
PURCHASER

Dated at Ottawa this 18th day of November, 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.

IL
Purchaser

Y.L
Purchaser

OP
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 \$676,219.47 ~~\$675,138.94~~. 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 25 day of October, 2020

Debra Litman
PURCHASER

VALECRAFT HOMES LIMITED

Yulia Litman
PURCHASER

PER: *[Signature]*

DATE: *November 18, 2020*

PROJECT: RATHWELL LANDING LOT: 262

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 October 25, 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 25 day of October, 2020.

Igor Litman
Purchaser

Valecraft Homes Limited

Julia Litman
Purchaser


[Signature]
Per:



November 18, 2020
Date:

Lot #: 262

Project: **Rathwell Landing**

NON STANDARD EXTRAS (680)			
Rathwell Landing - Phase 2			
PURCHASERS: Igor Litman and Yulia Litman			Printed: 18-Nov-20 9:50 am
LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
262	2	1030 THE NASH ELEV C - WALK OUT BASEMENT	20-Jul-21
ITEM	QTY	EXTRA / CHANGE	PRICE
42		1 - - UPGRADE COUNTERTOP IN BEDROOM 2 ENSUITE BATHROOM TO LEVEL 1 QUARTZ with Eased Edge as per Profile Sketch and plan	\$ 686.00
25177		Note:	Each
*43		1 - - HARDWOOD - LAUZON ENGINEERED HARDWOOD - 6-1/4" ESTATE STAINED - STANDARD AREAS	*\$ 5,194.00
78573			Each
25178		Note: AS PER plan	
44		1 - KITCHEN/DINETTE - HARDWOOD -LAUZON ENGINEERED HARDWOOD -6-1/4"ESTATE STAINED KITCHEN & DINETTE as per plan (NO PANTRY, see item 60)	\$ 2,920.00
25180		Note:	Each
45		1 - - TILE - FLOOR - UPGRADE - BRONZE - - FOYER (1) - BRONZE	\$ 187.00
50			Each
25181		Note: As per plan	
46		1 - - UPGRADE STD FLOOR TILE IN REAR ENTRY AREA (POWDER ROOM, WALK IN CLOSET LAUNDRY) TO BRONZE LEVEL AS PER plan	\$ 529.00
25182		Note:	Each
47		1 - KITCHEN - UPGRADE STD CERAMIC BACKSPLASH tiles IN REDESIGNED KITCHEN TO BRONZE LEVEL AND INSTALLED WITH 1/3 STAGGERED PATTERN (NOTE TO INCLUDED AREA BEHIND UPGRADED Chimney Hoodfan in items 37 & 38) as per wall tile sketch	\$ 133.00
25183		Note:	Each
48		1 - MAIN BATHROOM - UPGRADE STD WALL TILES IN TUB/SHOWER TO BRONZE SERIES TILE IN MAIN BATHROOM to be installed Horizontally Stacked as per Wall Tile Sketch	\$ 204.00
25184		Note:	Each
49		1 - - BEDROOM 2 ENSUITE - UPGRADE STD WALL TILES IN NEO ANGLE SHOWER TO BRONZE SERIES IN ENSUITE OF BEDROOM #2 to be installed Vertically Stacked as per Wall Tile Sketch and plan	\$ 153.00
25185		Note:	Each
50		1 - ENSUITE BATH - UPGRADE STD WALL TILE IN 5X3 SHOWER TO BRONZE SERIES TILE IN ENSUITE BATHROOM to be installed Vertically Stacked as per Wall Tile Sketch and plan	\$ 255.00
25186		Note:	Each
51		2 - - CERAMIC TILE - GROUT COLOR PER COLOUR	\$ 150.00
28848			
25187		Note:	
*52		*1 - - UNDERPAD - UPGRADE - LEVEL 1 - - BEDROOMS ONLY WITH LUXURY ENSUITE - LEVEL 1	*\$ 590.00
49			Each
25188		Note: As per plan	
*53		*1 - - UNDERPAD - UPGRADE - LEVEL 1 - - BASEMENT STAIRCASE - LEVEL 1	*\$ 90.00
49			Each
25219		Note: As per plan	

Vendor Initials: 


Purchaser Initials:  

CONSTRUCTION SCHEDULING APPROVAL

PER: _____

DATE: _____

NON STANDARD EXTRAS (680)			
Rathwell Landing - Phase 2			
PURCHASERS: Igor Litman and Yulia Litman			Printed: 18-Nov-20 9:50 am
LOT NUMBER		PHASE	HOUSE TYPE
262		2	1030 THE NASH ELEV C - WALK OUT BASEMENT
ITEM	QTY	EXTRA / CHANGE	PRICE
*54 56196	3	- BATHROOM SINK - AMERICAN STANDARD BOXE UNDERMOUNT SINK 0315 - 000	*\$ 765.00
25190	Note: See items 41 & 42 for Solid Surface Countertops. To be installed in MASTER ENSUITE BATHROOM and 2ND BEDROOM ENSUITE BATHROOM as per plan		
55	1	- ENSUITE BATH - SUPPLY AND INSTALL A HOT WATER LINE TO TOILET between the toilet and back wall beside the cold water line. As per plan	\$ 212.00
25191	Note:		Each
56	3	- INSTALL DELTA 583 SINGLE HOLE TAP CHROME - 2 in MASTER ENSUITE & 1 in 2ND BEDROOM ENSUITE BATHROOM as per plan	\$ 432.00
25192	Note:		
*57 49	*1	- BASEMENT - UNDERPAD - UPGRADE - LEVEL 1 - - FINISHED BASEMENT RECREATION ROOM - LEVEL 1	*\$ 346.00
26758	Note: As per plan		Each
58	1	- MUDROOM - DELETE ITEM 12 -OPTIONAL LAUNDRY TUB	-\$425.00
25194	Note:		Each
59	1	- MUDROOM - SUPPLY AND INSTALL ROUGH IN FOR FUTURE LAUNDRY TUB as per plan	\$ 270.00
25195	Note:		Each
60	1	- - WALK IN PANTRY - FLOOR TILE - UPGRADE BRONZE SERIES - Installed Rectangular Side-to-Side as per Floor Tile Sketch and plan	\$ 214.00
25196	Note: FOR WALK IN PANTRY ONLY, KITCHEN & DINETTE UPGRADED TO HARDWOOD FLOORING in item 44		Each
*61 103731	1	- - AC ROUGH IN LINE SET, DISCONNECT & ELECTRICAL WIRING	*\$ 573.00
25317	Note:		Each
62	1	- FOYER - DELETE STD SWING DOORS AND INSTALL FRAMELESS MIRROR SLIDERS APPROX 60" WIDE AS PER plan	\$ 125.00
25224	Note:		Each
63	1	- KITCHEN - ENSURE DRYWALL OPENING INTO THE KITCHEN FROM THE HALLWAY TO BE FLUSH WITH THE UNDERSIDE OF THE BULKHEAD APPROX 10" DOWN FROM CEILING as per Kitchen Sketch	\$ 75.00
25225	Note:		Each
64	1	- ENSUITE BATH - UPGRADE STD FLOOR TILE TO BRONZE SERIES IN RE-DESIGNED ENSUITE BATHROOM - Installed Rectangular Side-to-Side as per Floor Tile Sketch and plan	\$ 355.00
25239	Note:		Each
65	1	- BEDROOM 2 - UPGRADE STD FLOOR TILE TO BRONZE SERIES IN ENSUITE BATHROOM OF BEDROOM #2 - Installed Rectangular Side-to-Side as per Floor Tile Sketch and plan	\$ 120.00
25227	Note:		Each

Vendor Initials: 

Purchaser Initials: I.L. Y.L.

PREPARED BY: Samar Merhi

LOCKED BY:

PE 1,136-4

InvoiceSQL.rpt 16May20

CONSTRUCTION SCHEDULING APPROVAL

PER: _____

DATE: _____

NON STANDARD EXTRAS (680)

Rathwell Landing - Phase 2

PURCHASERS: Igor Litman and Yulia Litman

Printed: 18-Nov-20 9:50 am

LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
262	2	1030 THE NASH ELEV C - WALK OUT BASEMENT	20-Jul-21

ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
66		1 - MAIN BATHROOM - UPGRADE STD FLOOR TILE TO BRONZE SERIES IN RE-DESIGN MAIN BATHROOM - Installed Rectangular Front-to-Back as per Floor Tile Sketch and plan	\$ 85.00	Each
25238		Note:		
67		1 - - BEDROOM #2 ENSUITE - WINDOW HAS a single Operator as per Sketches	\$ 0.00	Each
25318		Note:		
68		1 - ENSUITE BATH - CLARIFICATION TO ITEM #15: MASTER ENSUITE WINDOW HAS a single OPERATOR	\$ 0.00	Each
25319		Note:		
69		1 - BASEMENT - CLARIFICATION TO ITEM 10: DOOR LOCATION TO Unfinished areas ARE AS PER plan	\$ 0.00	Each
25320		Note:		
70		1 - - WALK OUT - DECK CLARIFICATION FOR THE SIZE OF STANDARD DECK WITH WALK OUT IS approx. 12' x 9' AS PER plan	\$ 0.00	Each
25321		Note:		
71		1 - STUDY - THE SPACE BY THE HALL CLOSET to OPEN INTO THE STUDY AS PER plan	\$ 75.00	Each
25322		Note:		

Sub Total

\$41,020.00

HST

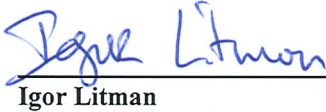
\$0.00

Total

\$41,020.00

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

PURCHASER:



Igor Litman

25-Oct.

18-Nov-20

DATE

PURCHASER:



Yulia Litman

25-Oct.


18-Nov-20

DATE

VENDOR:


PER: Valecraft Homes Limited

DATE:



CONSTRUCTION SCHEDULING APPROVAL	
PER:	
DATE:	

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, Igor Litman and Yulia Litman 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: 262

Igor Litman
(Signature)

October 25, 2020
(Date)

Yulia Litman
(Signature)

October 25, 2020
(Date)

Schedule "W4"
Granite & Variegated Quartz Colour Variation

Purchaser's name: Igor Litman Lot no: 262 Plan #: 4M-1589
Purchaser's name: Yulia Litman Project: RATHWELL LANDING
Home Phone: 613 762-2550 Model: 1030 B Nash WO Standard
Work Phone: 613 216-2504 Closing Date: July 20, 2021
E-Mail (1): Igor.litman@gmail.com E-Mail (2): yulia.litman@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, Igor Litman and Yulia Litman
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: 262

Igor Litman
Purchaser Date: October 25, 2020

Yulia Litman
Purchaser Date: October 25, 2020

[Signature]
Valecraft Homes Limited Date: November 18, 2020

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

Time scheduled: _____ Date & Time: _____