

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

ON THE 6th DAY OF May, 20 20

REGARDING PROPERTY KNOWN AS: BUILDER'S LOT : 299  
LOT: 299 BLOCK :  
4M-1589 RATHWELL LANDING  
CIVIC ADDRESS: 155 Hickstead Way

PURCHASERS: Anton Pushkarev and Elena Pushkareva

VENDORS: VALECRAFT HOMES LIMITED

DATE OF ACCEPTANCE: May 21, 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: \$592,518.66  
BALANCE AT CLOSING: \$542,518.66  
LESS H.S.T. AMOUNT: \$545,591.73  
SCHEDULE "G" DATED: June 15, 2020  
TARION SCHEDULE "B" DATED: June 15, 2020

INSERT: 680 dated: July 25, 2020 in the amount of: \$28,178.13  
NEW PURCHASE PRICE: \$620,696.79  
NEW BALANCE AT CLOSING: \$570,696.79  
NEW LESS H.S.T. AMOUNT: \$570,528.13  
SCHEDULE "G" DATED: July 25, 2020  
TARION SCHEDULE "B" DATED: July 25, 2020

DATED at Ottawa this 25 day of July 20 20

In the presence of:

Victoria S. Hu  
WITNESS

[Signature]  
PURCHASER

Victoria S. Hu  
WITNESS

[Signature]  
PURCHASER

DATED at Ottawa this 5th day of August 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 \$570,528.13. 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.

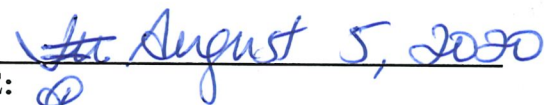
Signed at Ottawa this 25 day of July, 2020

  
 \_\_\_\_\_  
 PURCHASER

VALECRAFT HOMES LIMITED

  
 \_\_\_\_\_  
 PURCHASER

  
 \_\_\_\_\_  
 PER:

  
 \_\_\_\_\_  
 DATE:

PROJECT: RATHWELL LANDING LOT: 299



NON STANDARD EXTRAS (680)




Rathwell Landing - Phase 2

PURCHASERS: Anton Pushkarev and Elena Pushkareva

Printed: 26-Jul-20 1:45 pm

LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
299	2	1010 THE FERRIS ELEV B	15-Apr-21

ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
*15 28808	2	ENSUITE BATH - BATHROOM SINK - AMERICAN STANDARD LOFT VESSEL SINK 0552 - 001	*\$ 686.00	
19952		Note: Single hole faucet required in the master ensuite		
*16 28600	2	ENSUITE BATH - BATHROOMS - DELTA ARZO SINGLE LEVER LAVATORY FAUCET 586LF-MPU CHROME	*\$ 522.00	
19953		Note:		
*17 28674	1	ENSUITE BATH - BATHROOMS - DELTA VERO SHOWER FAUCET T17253	*\$ 392.00	Each
19956		Note:		
*18 28553	*1	GREAT ROOM - TRIM - FIREPLACES - MODERN TYPE 1 - OAK	*\$ 454.00	Each
19963		Note: Includes Stain		
19 28174	1	KITCHEN - OTR - BASIC - 1.7 C/F MICROWAVE WITH HOOD - STAINLESS	\$ 75.00	Each
19964		Note:		
20 28848	2	- CERAMIC TILE - GROUT COLOR PER COLOUR	\$ 150.00	
19968		Note:		
*21 28779	1	KITCHEN - KITCHEN FAUCET - DELTA MARLEY 986LF - AR ARCTIC STAINLESS	*\$ 294.00	Each
19972		Note:		
22	1	- Flat ceiling throughout the house	\$ 2,114.00	Each
20095		Note:		
23	1	KITCHEN/DINETTE - UPGRADE STD KITCHEN TO LEVEL 1 CABINetry & EXTEND UPPERS AND LOWERS BESIDE FRIDGE AS PER ATTACHED SKETCH IN LEVEL 1 CABINetry. NOTE FRIDE GABLE ADDED AS WELL.	\$ 6,495.00	Each
20097		Note:		
24	1	KITCHEN/DINETTE - UPC9-2B - LEVEL 1 CABINetry - STD LAYOUT C/W EXTENDED CABINetry - UPGRADE TO 42" UPPERS WITH FILLER DETAIL ON UPPER KITCHEN CABINetry TO UPGRADED BULKHEAD - APPROX 26"DEEP X 10"HIGH	\$ 3,643.00	Each
20098		Note: *** SEE ATTACHED SKETCH ***		
25	1	KITCHEN/DINETTE - upgrade all kitchen hardware to 305-96-195 including extended cabinets in Dinette.	\$ 356.00	Each
20099		Note:		
26 190	1	KITCHEN/DINETTE - TILE - WALL - BACKSPLASH - UPGRADE - BRONZE - - KITCHEN - BRONZE	\$ 190.00	Each
20100		Note: *** TO INCLUDE EXTENDED CABINetry IN DINETTE ***		

Vendor Initials:  Purchaser Initials:  

CONSTRUCTION SCHEDULING APPROVAL

PER: \_\_\_\_\_

DATE: \_\_\_\_\_



NON STANDARD EXTRAS (680)  
Rathwell Landing - Phase 2

PURCHASERS: Anton Pushkarev and Elena Pushkareva

Printed: 26-Jul-20 1:45 pm

LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
299	2	1010 THE FERRIS ELEV B	15-Apr-21

ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
27 186		1 - KITCHEN/DINETTE - TILE - WALL - BACKSPLASH - INSTALLED IN A BRICK PATTERN - INSTALLATION ONLY - - KITCHEN - .	\$ 140.00	Each
20101		Note: *** TO INCLUDE EXTENDED CABINETRY IN DINETTE *** <i>As per Sketch.</i>		
*28 63374		1 - - HARDWOOD - LAUZON ENGINEERED HARDWOOD - 3 - 1/8"STAINED - STANDARD AREAS	*\$ 1,404.00	Each
20105		Note: <i>As per Sketel</i>		
29 28245		2 - KITCHEN - LOWER CABINETS - LC POTS & PANS C/W 3 DRAWER FRONTS 6/12/12	\$ 1,664.00	
20211		Note: To be located in Island. <i>as per sketch</i>		
30 20212		23 - - UPGRADE ALL INTERIOR PASSAGE DOOR HARDWARE TO VEDONI 26D LEVER HANDLE. ( <i>Satin Chrome</i> ) NOTE PRICE IS PER DOOR @ 70.00 Note: <i>Does not include front door or Man (Garage) door.</i>	\$ 1,610.00	<i>AP EP</i>
*31 29142		1 - - S&S ELECTRIC UPGRADES AS PER ATTACHED QUOTE & SKETCH.	*\$ 1,602.34	Each
20385		Note: s&s quote #3293 Rev 02 dated 06/23/20 \$1418 X1.13%=1602.34		
*32 29143		1 - - ORBITAL UPGRADES AS PER ATTACHED QUOTE & SKETCH.	*\$ 247.47	Each
20387		Note: note quote and sketch #OR 3917 rev 2 dated 06/23/20 \$219X13%+247.47		
33 30449		1 - - HVAC - AC UNIT 13 SEER R - 410A - GOODMAN GSX13030 2.5 TON	\$ 4,153.00	Each
20771		Note: Location to be determined by Head Office		
34 21479		1 - KITCHEN - Kitchen - to increase the height of the std window above the sink to approx. 52" high as sketch dated july 22/20 Note:	\$ 260.00	Each
*35 49		*1 - - UNDERPAD - UPGRADE - LEVEL 1 - - STANDARD AREAS - LEVEL 1	*\$ 995.00	Each
21605		Note: <i>As per Sketel.</i>		
36 21702		12 - - All bathrooms - upgrade ensuite , main bathroom and powder room hardware to #305-96-195 from std Note:	\$ 115.32	
37 28249		2 - - LOWER CABINETS - VANITY AND COUNTER TOP - PER LINEAR FOOT, STANDARD CABINETRY	\$ 616.00	
21719		Note: in kitchen for island		

*38 STANDARD - Fireplace Hearth Deleted.*

Sub Total	\$28,178.13
HST	\$0.00
Total	\$28,178.13

Vendor Initials: *AP* Purchaser Initials: *AP EP*

PREPARED BY: Samar Merhi  
LOCKED BY:  
PE 1,010-2

InvoiceSQL.rpt 16May20

CONSTRUCTION SCHEDULING APPROVAL  
PER: \_\_\_\_\_  
DATE: \_\_\_\_\_

NON STANDARD EXTRAS (680)

Rathwell Landing - Phase 2

PURCHASERS: Anton Pushkarev and Elena Pushkareva

Printed: 26-Jul-20 1:45 pm

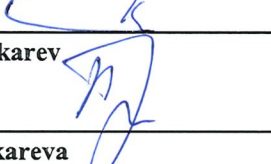
LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
299	2	1010 THE FERRIS ELEV B	15-Apr-21

ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
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Payment Summary

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

PURCHASER:




Anton Pushkarev

25

26-Jul-20

DATE

PURCHASER:




Elena Pushkareva

25

26-Jul-20

DATE

VENDOR:



PER: Valecraft Homes Limited

DATE: August 5, 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 #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 July 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 July, 2020.

Purchaser

Valecraft Homes Limited

Purchaser

Per:

Date:

Lot #: 299

Project: Rathwell Landing