

AGREEMENT OF PURCHASE AND SALE

1. THE UNDERSIGNED Igor Litman and Yulia Litman
(hereinafter called the "Purchaser") hereby agrees with VALECRAFT HOMES LIMITED, (hereinafter called the "Vendor")
to purchase the lands and premises known as BUILDER'S LOT /UNIT: 262, being part of
Part(s) 262 of Reference Plan 4R- Part of Lot(s)
BLOCK: IL of PLAN 4M-1589 SUBDIVISION RATHWELL LANDING Phase IL
Municipal Address 734 Parade Dr., City of Ottawa
(herein referred to as the "Lands") together with a dwelling Model: 1030
Elevation: C "B", Options: Std. to be erected thereon - the lands and dwelling
sometimes being collectively referred to herein as the "Real Property" at the price of \$699,108.00
DOLLARS including net H.S.T. (Subject to Schedule "G") payable as follows:

- (a) By deposit received by the Vendor with the offer: \$1,000.00
(b) By further deposit upon firm-up: \$24,000.00
(c) By further deposit(s) dated: 30 days post firm-up (post dated): \$25,000.00

Total Deposit(s): \$50,000.00 DS
(Any NSF cheques for Deposits or Upgrades are subject to an NSF fee of \$25.00)

- (d) The balance of the purchase price being approximately \$649,108.00 shall be payable by bank draft or certified cheque on
the 31 20 day of July, 2021 August, 2021 IL YL
which shall be the date of closing.

- (e) Pre-move inspection will be 5 to 10 business days prior to the closing date.

2. The Vendor will erect before closing on the real property a dwelling of type 1030, Nash, "C" W/O in accordance with the plans and specifications filed with the City of Ottawa and amendments thereto. The specifications for the dwelling are set out in Schedule "B" annexed hereto except where they vary from the requirements of the City of Ottawa.
3. It is agreed that acceptance of construction, siting of dwelling, grading and amendments to plans by the City of Ottawa shall constitute acceptance by the Purchaser. The Vendor shall have the right to make minor deviations from plans and specifications and to substitute other material for that provided for in the plans and specifications provided that such material is of quality equal to or better than the material in the specifications. Exterior illustrations are artist concept only and may not be exactly as shown. Actual useable floor space may vary from the stated floor area. All dimensions are approximate.
4. The Vendor warrants the dwelling erected by it on the real property as per Tarion Warranty Corporation (Ontario New Home Warranty Program) from the date of closing, exclusive of normal wear and tear and minor faults such as hair-line cracks in concrete or plaster or health of existing trees on the property (the Vendor will not remove, replace or treat any existing trees subsequent to the closing of the within transaction). The Vendor warrants it is a member of the Tarion Warranty Corporation. This warranty is extended to this home under the terms and conditions of the program. The Vendor further warrants and agrees that prior to the completion of the Pre-Delivery Inspection of the dwelling by the Purchaser, the Vendor shall provide to the Purchaser a Tarion Warranty Corporation Homeowner Information Package.
5. Provided title is good and free from all encumbrances except as aforementioned, and except as to any registered rights-of-way or other registered easements, registered restrictions or covenants that run with the land, whether specific or blanket, and any subdivision, site plan, development, development deferral fee or other agreements with any municipal, regional or governmental authority or public or private utility provided that such are complied with, no objection to the title shall be taken by the Purchaser on the basis of the existence of the foregoing. The Purchaser is not to call for production of any title deed, abstract or other evidence of title except such as are in the possession of the Vendor. The Purchaser is to be allowed fifteen days after this agreement becomes unconditional or until the closing date, whichever is sooner, to investigate the title at his own expense. If, within that time, any valid objection to title is made in writing to the Vendor, which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate acts or negotiations in respect of such objection, be null and void, and the deposit shall be returned by the Vendor without interest and

IL
Purchaser

YL
Purchaser

DS
Vendor