

Suite No. 3309

Residential Unit No. 8 Level 29 PSCP No.853

Floor Plan 1F ("As-Is")

EVE

## CONDOMINIUM AGREEMENT OF PURCHASE AND SALE

### 1. PROPERTY

The undersigned

JAYA BALUJA

(collectively or individually, as the case may be, the "Purchaser") agrees with Amacon Development (Huronario) Corp. (the "Vendor") to purchase the following property (the "Property"):

- (a) Suite no. 3309 legally known as residential unit no. 8 level 29, Peel Standard Condominium Plan No. 853 (the "Residential Unit") and finished substantially in accordance with the finishing package described in Schedule "C" hereto annexed;
- (b) parking unit 25, Level A, Peel Standard Condominium Plan No. 853 to be assigned by the Vendor in its sole discretion and which may be redesignated by the Vendor, in its sole discretion at any time following acceptance of this Agreement and prior to the Closing Date; and
- (c) locker unit 118, Level A, Peel Standard Condominium Plan No. 853 to be assigned by the Vendor in its sole discretion and which may be redesignated by the Vendor, in its sole discretion at any time following acceptance of this Agreement and prior to the Closing Date,

together with an undivided interest in the common elements appurtenant thereto, including any common element areas designated as being for the exclusive use of the Property.

### 2. PURCHASE PRICE

The purchase price for the Property (the "Purchase Price") is

THREE HUNDRED NINETEEN THOUSAND NINE HUNDRED DOLLARS

(\$ 319,900.00), all in Canadian funds, inclusive of GST as set out in Paragraph 15 of Schedule "A" to this Agreement, which shall be payable by the Purchaser as follows:

- (a) The sum of One Thousand Dollars (\$1,000.00) submitted with this Agreement, as an initial deposit;
- (b) The sum of FOURTEEN THOUSAND NINE HUNDRED AND NINETY FIVE Dollars (\$ 14,995.00), being the amount required to bring the total deposits to five percent (5%) of the Purchase Price by certified cheque or bank draft, submitted on or before two (2) days following the expiry of the rescission period, (the rescission period being the later of (i) the date that the Purchaser receives the disclosure statement; and (ii) the date that the Purchaser receives a copy of this Agreement of Purchase and Sale executed by the Vendor and the Purchaser) (the "Rescission Period Expiry") as a further deposit, pending completion or other termination of this Agreement;
- (c) The sum of NIL Dollars (\$ \_\_\_\_\_), by certified cheque or bank draft, submitted on or before \_\_\_\_\_ (\_\_\_\_\_) days following the Rescission Period Expiry as a further deposit, pending completion or other termination of this Agreement; and
- (d) The balance of the Purchase Price by certified cheque or bank draft payable to the Vendor's Solicitors (or as they may direct) on the Closing Date, subject to the adjustments hereinafter set forth.

All deposit cheques shall be made payable to the Vendor's Solicitors, in trust, and shall be delivered by the Vendor to the Vendor's Solicitors forthwith after the Vendor's receipt thereof. All funds shall, subject to what is contained in this Agreement to the contrary, be held pending completion or other termination of this Agreement, and shall be credited on account of the Purchase Price together with interest thereon as provided in the Act (hereinafter defined) on the Closing Date.

### 3. CLOSING DATE

Subject to the rights of the Vendor set out below, the transfer of title to the Property shall be completed on the

28 day of JULY, 2009 (the "Closing Date" and/or the "Closing"). Notwithstanding the foregoing, it is expressly understood and agreed by the parties hereto that the Vendor shall be entitled to unilaterally extend the Closing Date, on one or more occasions, for one or more periods of time, not exceeding three (3) months in the aggregate from the date specified above without any prior notice whatsoever and for any reason whatsoever and under no circumstances shall the Purchaser be entitled to terminate this transaction or otherwise rescind this Agreement as a result thereof or make any claim for any compensation.

4. SCHEDULES

The following Schedules are integral parts of this Agreement and are contained on subsequent pages:

- |              |   |  |
|--------------|---|--|
| Schedule "A" | - | Additional Provisions of this Agreement      |
| Schedule "B" | - | Intentionally Deleted                        |
| Schedule "C" | - | Standard Residential Unit Finishes ("As-Is") |
| Schedule "D" | - | Floor Plan of Residential Unit               |

The Purchaser acknowledges that he or she has received all pages of, schedules and addendums to, this Agreement.

In the event that the Agreement is accepted by the Vendor while the Purchaser is in attendance at the sales office then, in such event, the Purchaser acknowledges that the completion of the transaction contemplated by this Agreement is conditional, for a period of three (3) days from the date of mutual acceptance of this Agreement, upon the head office of the Vendor approving this Agreement. In the event that no notice of termination for non-satisfaction of this condition has been delivered by the Vendor to the Purchaser within this three (3) day period then the condition shall be deemed to have been irrevocably waived and satisfied with no further notice being required to be delivered by the Vendor. In the event that the Agreement is not accepted by the Vendor while the Purchaser is at the sales office then, notwithstanding anything herein contained to the contrary, if the Purchaser has not delivered to the Vendor an acknowledgement of receipt of each of the Vendor's disclosure documents and a copy of the Agreement accepted by the Vendor in order to evidence the commencement of the Purchaser's ten (10) day statutory rescission period by no later than the third day following the date of the Purchaser's execution of this Agreement, then the Vendor may terminate this Agreement at any time thereafter upon delivery of written notice to the Purchaser.

DATED this 8 day of JULY, 200 9.

SIGNED, SEALED AND DELIVERED

In the presence of ) Jaya Baluja (Signature)

WITNESS: ) Purchaser: JAYA BALUJA  
 ) D.O.B. B0326 39107 46023 S.I.N. 534 261 375  
 ) D.L.# B0326 - 39107 - 46023  
 ) Address: 3880 DUKE OF YORK #3202  
 ) MISSISSAUGA ONT. L5B 4M7  
 ) Telephone (H): 647 298 9436 (B) \_\_\_\_\_  
 ) Telefax: \_\_\_\_\_ email \_\_\_\_\_

In the presence of ) \_\_\_\_\_ (Signature)

WITNESS:: ) Purchaser: \_\_\_\_\_  
 ) D.O.B. \_\_\_\_\_ S.I.N. \_\_\_\_\_  
 ) D.L.# \_\_\_\_\_  
 ) Address: \_\_\_\_\_  
 ) Telephone (H): \_\_\_\_\_ (B) \_\_\_\_\_  
 ) Telefax: \_\_\_\_\_ email \_\_\_\_\_

The undersigned hereby accepts the offer and its terms, and agrees to and with the above-named Purchaser(s) to duly carry out the same on the terms and conditions above mentioned.

ACCEPTED this 9<sup>TH</sup> day of JULY, 200 9.

Vendor's Solicitors	Purchaser's Solicitors	SIGNED, SEALED AND DELIVERED
MILLER THOMSON LLP Barristers & Solicitors Suite 5800, 40 King Street West Toronto, ON M5H 3S1 Attn: Mr. Leonard Gangbar Telephone: 416.595.8199 Facsimile: 416.595.8695		AMACON DEVELOPMENT (HURONTARIO) CORP.  Per: <u>[Signature]</u> Authorized/Signing Officer:  I have the authority to bind the Company