Suite No. **2807**
Residential Unit No. **6** Level **24**
Floor Plan **7 ("As-is")**

ELLE

CONDOMINIUM AGREEMENT OF PURCHASE AND SALE

1. **PROPERTY**

The undersigned, **OMERA ARSHAD** (collectively or individually, as the case may be, the "**Purchaser**") agrees with Amacon Development (Hurontario) Corp. (the "**Vendor**") to purchase the following property (the "**Property**")

(a) Suite no. **2807** legally known as residential unit no. **6** level **24**, Peel Standard Condominium Plan No. 889 (the "Residential Unit") and finished substantially in accordance with the finishing package described in Schedule "C" hereto annexed;

(b) Parking unit **28, Level B**, Peel Standard Condominium Plan No. 889 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 **157, Level B**, Peel Standard Condominium Plan No. 889 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 **Two Hundred Ninety-Five Thousand Nine Hundred Dollars ($295,900.00)** inclusive of GST as set out in Paragraph 16 of Schedule "A" to this Agreement, all in Canadian funds which shall be payable by the Purchaser as follows:

(a) the sum of **Two Thousand ($2,000.00)** Dollars submitted with this Agreement, as an initial deposit.

(b) the sum of **Twenty-Seven Thousand Five Hundred Ninety Dollars (27,590.00)** Dollars, being the amount required to bring the total deposits to ten percent (10%) 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** by post-dated cheque with this Agreement payable ninety (90) days after the date of this Agreement as a further deposit, pending completion or other termination of this Agreement.

(d) The balance of the Purchase Price by certified cheque 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 (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" - Occupancy Agreement

Schedule "C" - Standard Residential Unit Finishes

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 at **Mississauga, Ontario** this 27 day of February **2011.**

SIGNED, SEALED AND DELIVERED
In the Presence of:

Witness:

Purchaser: **OMERA ARSHAD**

January 27, 1985 SIN: **554-042-184**
Date of Birth

Drivers License #: **A7629-60508-55127**

Purchaser's Solicitor:

Purchaser Address:
104 TIANALEE CRES.
BRAMPTON, ONTARIO
L7A 2X4

Purchaser Telephone(s):
(647) 989-8908 (H)
(B)

Purchaser E-mail(s):

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.

DATED at Toronto this 1 day of March. **2011.**

VENDOR'S SOLICITOR
MILLER THOMSON LLP - Barristers & Solicitors
Suite 5800, 40 King Street West
Toronto, Ontario M5H 3S1
Attn: Mr. Leonard Gangbar
Tel. (416) 595-8199
Fax. (416) 595-8695
Email: lgangbar@millerthomson.com

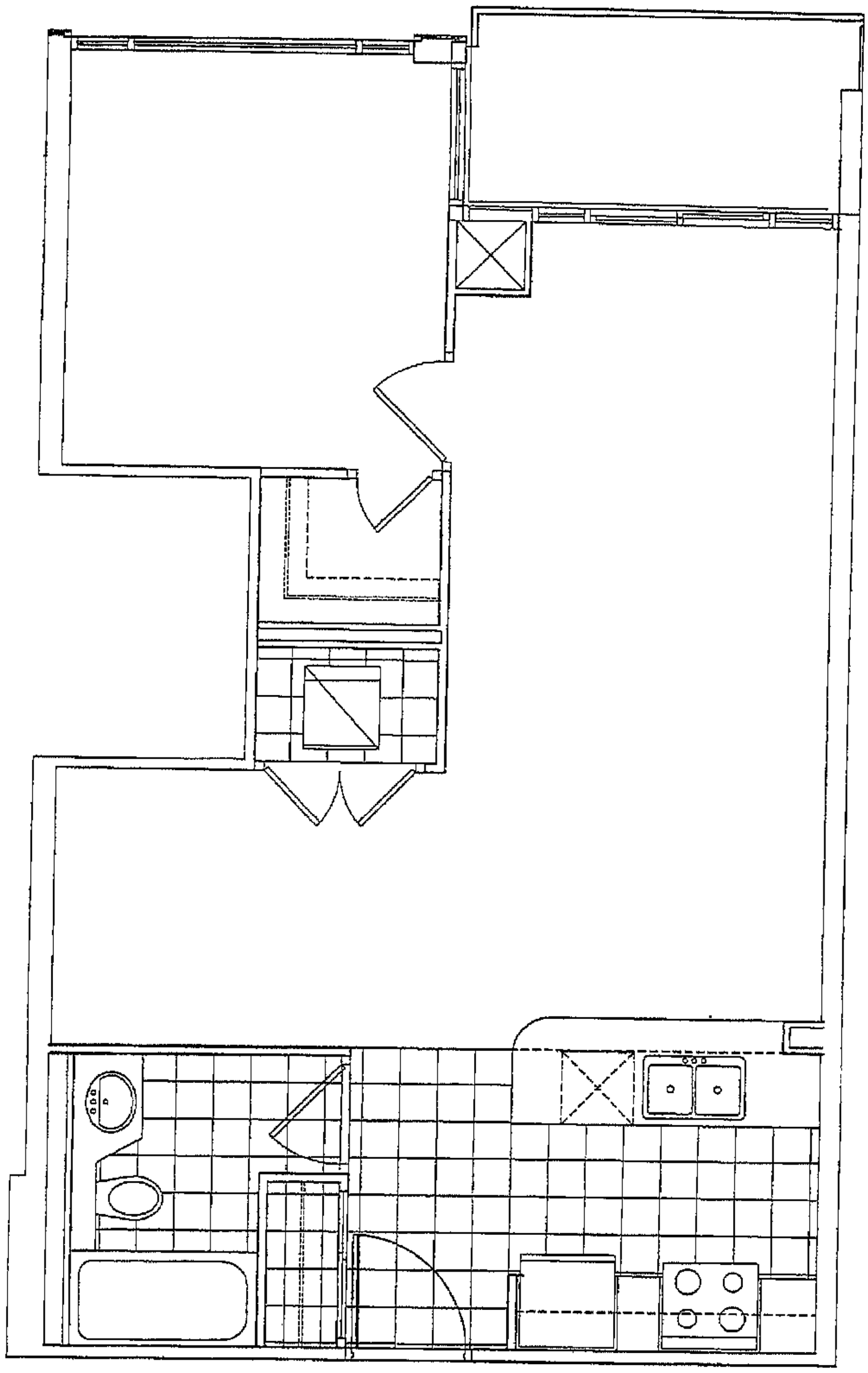
SIGNED, SEALED AND DELIVERED
AMACON DEVELOPMENT (HURONTARIO) CORP.

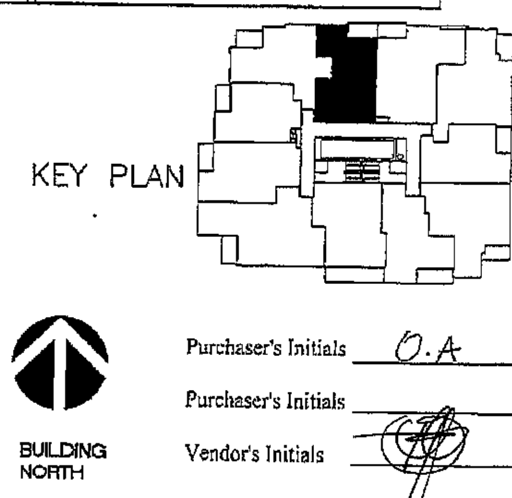
PER:
Authorized Signing Officer
I have the authority to bind the Company

SCHEDULE "D"

TO AGREEMENT OF
PURCHASE AND SALE

Unit 6 Level 24 Suite 2807





This plan is not to be scaled and is subject to architectural review and revision, including, without limitation, the Unit being constructed with a layout that is the reverse of that set out above. All details and dimensions, if any, are approximate, and subject to change without notice in order to comply with building site conditions, and municipal, structural and Vendor and / or architectural requirements. Balconies and Terraces are exclusive use common elements, shown for display purposes only and location and size are subject to change without notice. Materials, specifications, floor plans and dimensions are subject to change without notice. Window size and type may vary.

E.&O.E.

Purchaser's Initials O.A

Purchaser's Initials

Vendor's Initials

Date Plotted: 14 DEC 2007

ELLE

PURCHASER'S ACKNOWLEDGEMENT

AMACON DEVELOPMENT (HURONTARIO) CORP. (the **"Vendor/Declarant"**)

Sale to **OMERA ARSHAD** (the **"Purchaser"**)

Suite **2807** Tower **Elle** Residential Unit **6** Level **24** (the **"Unit"**) and any related parking or locker units in connection therewith in a proposed condominium project to be located in Mississauga, Ontario, with a municipal address of 3525 Kariya Drive, (the **"Condominium Project"**).

THE UNDERSIGNED, being the Purchaser(s) of the above-noted Residential Unit hereby acknowledge(s) having received from the Declarant, the following documentation pertaining to the Condominium Project:

1. the proposed Declaration.
2. the proposed By-law No. 1, By-Law No. 2, By-Law No. 3, By-Law No. 4 and By-Law No. 5, together with the proposed Rules governing the use of the units and common elements.
3. the Shared Facilities Agreement (By-Law No. 2).
4. the proposed (draft) B and C Shared Facilities Agreement Reciprocal Agreement (By-Law No. 3).
5. the proposed (draft) Assumption of Agreements (By-Law No. 4).
6. the proposed (draft) Conveyance and Purchase Agreement (By-Law No. 5).
7. the proposed (draft) Management Agreement.
8. the current Disclosure Statement including, among other things, the following:
    (a) proposed Budget Statement for the one year period immediately following the registration of the Condominium Project and monthly common expense by unit type schedule;
    (b) a statement of the recreational and other amenities to be provided by the Declarant;
    (c) the name and municipal address of the Declarant;
    (d) a brief description of the significant features of the executed and registered Shared Facilities Agreement, the proposed (draft) B and C Shared Facilities Agreement, the proposed (draft) Assumption Agreement, the proposed (draft) Conveyance and Purchase Agreement and the proposed (draft) Management Agreement; and,
    (e) a general description of the (proposed) Condominium including the types and number of units.
9. sections 73 and 74 of the Condominium Act.
10. a copy of the schedule which the Declarant intends to deliver to the corporation, pursuant to Section 43(5)(h) of the *Act*, setting out what constitutes a standard unit for each class of unit.
11. a copy of the fully-executed Agreement of Purchase and Sale by the Vendor and Purchaser.

The Purchaser hereby acknowledges that the purpose of a disclosure statement is to enable the Purchaser to review the documents which will govern this proposed Condominium Project and to make a determination as to whether the Purchaser wishes to complete the Purchase and Sale transaction set out in the Agreement.

The Purchaser is hereby advised that the Purchaser is entitled to rescind the Agreement and receive the return of the deposit monies provided for in the Agreement without interest or deduction by delivering written notice to the Vendor or its solicitor within ten (10) days of the later of the date that the Purchaser receives the Disclosure Statement and the date that the Purchaser receives a copy of the Agreement of Purchase and Sale executed by the Declarant and the Purchaser, being the date of this Acknowledgement.

DATED at **Mississauga, Ontario** this 19 day of MARCH **2011.**

Ulvan Cosic
Witness:

Purchaser: **OMERA ARSHAD**

ELLE

AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE

Between: **Amacon Development (Hurontario) Corp.** (the **"Vendor"**) and

OMERA ARSHAD (the **"Purchaser"**)

Suite **2807** Tower **Elle** Unit **6** Level **24** (the **"Unit"**)

It is hereby understood and agreed between the Vendor and the Purchaser that the following change(s) shall be made to the above-mentioned Agreement of Purchase and Sale, and except for such change(s) noted below, all other terms and conditions of the Agreement shall remain as stated therein, and time shall continue to be of the essence.

DELETE:

Page 2, Paragraph 1 of Schedule "A"

(w) "Tentative Possession Date" means March 1, 2010 or any extension or acceleration thereof pursuant to the provisions of this Agreement;

INSERT:

Page 2, Paragraph 1 of Schedule "A"

(w) "Tentative Possession Date" is now "The Confirmed Possession Date" namely May 27, 2011.

Dated at **Mississauga, Ontario** this 27 day of February **2011.**

SIGNED, SEALED AND DELIVERED
In the Presence of:

Witness

Purchaser - OMERA ARSHAD

Accepted at Toronto this 1 day of March. **2011.**

Amacon Development (Hurontario) Corp.

Per: ______________________ c/s
Authorized Signing Officer
I have the authority to bind the Corporation.

ELLE

AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE

Between: **Amacon Development (Hurontario) Corp.** (the "**Vendor**") and

OMERA ARSHAD (the "**Purchaser**")

Suite **2807** Tower **Elle** Unit **6** Level **24** (the "**Unit**")

It is hereby understood and agreed between the Vendor and the Purchaser that the following change(s) shall be made to the above-mentioned Agreement of Purchase and Sale, and except for such change(s) noted below, all other terms and conditions of the Agreement shall remain as stated therein, and time shall continue to be of the essence.

DELETE:
2. PURCHASE PRICE

(a) the sum of Two Thousand ($2,000.00) Dollars submitted with this Agreement, as an initial deposit.

(b) the sum of Twenty Seven Thousand Five Hundred Ninety Dollars (27,590.00) Dollars, being the amount required to bring the total deposits to ten percent (10%) 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;

INSERT:
2. PURCHASE PRICE

(a) the sum of Five Thousand ($5,000.00) Dollars submitted with this Agreement, as an initial deposit.

(b) the sum of Nine Thousand Seven Hundred Ninety Five Dollars ($9,795.00) Dollars, 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;

Dated at **Mississauga, Ontario** this 27 day of February **2011.**

SIGNED, SEALED AND DELIVERED
In the Presence of:

Witness

Purchaser - OMERA ARSHAD

Accepted at Toronto this 1 day of March. **2011.**

Amacon Development (Hurontario) Corp.

Per: c/s
Authorized Signing Officer
I have the authority to bind the Corporation.

ELLE

ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE

"HST"

Between: **AMACON DEVELOPMENT (HURONTARIO) CORP. (the "Vendor") and**

OMERA ARSHAD (the "Purchaser")

Suite **2807** Tower **Elle** Unit **6** Level **24** (the **"Unit"**)

1. This Addendum forms an integral part of the Condominium Agreement of Purchase and Sale (the "**Purchase Agreement**") between the Vendor and Purchaser named therein.

2. All capitalized terms used herein, unless the context otherwise requires or a definition is otherwise provided for herein, shall have the same meaning as defined in the Purchase Agreement.

3. Page 1 (being the face page of the Purchase Agreement) Paragraph 2. is amended by deleting the following from the first paragraph directly underneath the heading "**Purchase Price**":

   "...inclusive of GST as set out in Paragraph 16 of Schedule "A"..."

and inserting in its place the following:

   "....inclusive of Goods and Services Tax and the Ontario Single Sales Tax or HST (hereinafter defined) but net of any applicable Rebate (as hereinafter defined) which shall be assigned to the Vendor, as set out in Paragraph 8 of the Addendum to the Purchase Agreement attached hereto..."

4. The references to retail sales tax in the Purchase Agreement are deleted and replaced with a reference to Harmonized Sales Tax (hereinafter referred to in the Purchase Agreement as "**HST**").

5. The section entitled "Retail Sales Tax" in Schedule "A" to the Purchase Agreement is re-titled "HST".

6. Paragraphs 7. (d), (f) and (j) of the Purchase Agreement are amended to add a reference to *HST* in addition to the references to *GST*.

7. The reference to Paragraph 16 - "<u>GST</u>" is deleted. All other references to Paragraph 16 in the Purchase Agreement are hereby deleted and replaced with a reference to Paragraph 8 of this Addendum re HST.

8.

   a. The Purchaser acknowledges and agrees that:

      (i) The purchase price is inclusive of GST, and the proposed Ontario Single Sales Tax or Harmonized Sales Tax where there is a transfer of possession or title after June 30, 2010, (collectively, the "**HST**") and the Vendor shall remit the HST to the relevant governmental authorities as and when required under the ETA;

      (ii) A new housing rebate is available to the Purchaser for the HST (the "**Rebate**" and/or "**Rebates**") where:

         A. for GST purposes, the purchase price for the Residential Unit (the "**Residential Price**") after deducting the HST included therein does not exceed $450,000.00;

         B. for Ontario Single Sales Tax purposes, for the first $400,000 of the Residential Price;

         C. the Purchaser is a natural person acquiring the Unit with the intention of being the sole beneficial owner thereof on Closing; and

         D. the Purchaser covenants that on and after the Confirmed Possession Date, and for such period of time thereafter as the ETA requires, the Residential Unit will be occupied by the Purchaser personally or by a relation of the Purchaser, as defined in the ETA, in order to entitle the Purchaser to the Rebate.

   b. The Residential Price has been established on the basis that the Rebate or Rebates, as applicable, will be assigned on Closing by the Purchaser to the Vendor in addition to the Residential Price. The Purchaser, forthwith upon the request of the Vendor and in any event prior to Closing, shall furnish evidence satisfactory to the Vendor confirming that the Purchaser is entitled to the Rebate and shall execute all requisite documents including without limitation, Form GST 190E (01) and do such acts as may be required in order for the Vendor to receive the entire Rebate (the "**Rebate Form**").

c. If the rate of HST is altered or the HST exemptions presently existing are changed between the date of this Agreement and the Closing Date so that the total HST to be remitted by the Vendor is increased, then the Purchaser shall pay such increase as an adjustment by certified cheque delivered on closing to the Vendor. The statutory declaration of an officer of the Vendor stating the amount of the alteration and/or the amount of the changed exemption is conclusive and binding on the Purchaser.

d. If the rate of HST is reduced between the date of this Agreement and the Closing Date such that the total HST to be remitted by the Vendor is not decreased but the Purchaser becomes entitled to a rebate(s) or other adjustment to net HST payable in its favour (the "**Adjustment**"), then by this Agreement the Purchaser assigns to the Vendor all of the Purchaser's rights, interests and entitlement to the Adjustment. In connection with the Adjustment, the Purchaser shall execute and deliver to the Vendor, forthwith upon the Vendor's request for same, all requisite documents, assignments and assurances that the Vendor may reasonably require in order to enable the Vendor to obtain the benefit of the Adjustment.

e. The Purchaser warrants and represents that he/she has not claimed (and hereby covenants that the Purchaser shall not hereafter claim (save in connection with the assignment to the Vendor pursuant to this Paragraph 8 of this Addendum) for the Purchaser's own account, any part of the HST Transitional Housing Rebate referred to in the Ontario Ministry of Revenue Information Notice dated June 22, 2009 - No. 2) in connection with the Purchaser's acquisition of the Unit (the "**Transitional Rebate**").

f. The Purchaser covenants and agrees to indemnify and save the Vendor harmless from and against any loss, cost, damage and/or liability (including goods and services tax, plus penalties and interest thereon and any reasonable legal costs in connection therewith) which the Vendor may suffer, incur or be charged with, as a result of the Purchaser's failure to qualify for the Rebate, Rebates and/or the Transitional Rebate, or as a result of the Purchaser having qualified initially but being subsequently disentitled to the Rebate, Rebates and/or the Transitional Rebate. This indemnity shall survive indefinitely the completion or termination of the Agreement. It is further understood and agreed by the parties hereto that should the Purchaser not qualify for the Rebate and/or Transitional Rebate (or if the Vendor believes, for whatever reason, that the Purchaser does not qualify for the Rebate, Rebates and/or the Transitional Rebate, regardless of any documentation provided by or on behalf of the Purchaser) and/or fail to deliver to the Vendor the Rebate Form(s) (duly executed by the Purchaser) by the Closing Date, then notwithstanding anything contained herein (or in the Agreement) to the contrary, the Purchaser shall be obliged to pay to the Vendor, by certified cheque delivered on the Closing Date, an amount equivalent to the Rebate, Rebates and/or the Transitional Rebate, in addition to the outstanding balance of the Purchase Price subject to the adjustments contemplated by the Agreement.

g. The Purchaser's failure to pay or remit to the Vendor on the Closing Date the HST exigible in connection with this transaction, and/or if required pursuant to this Paragraph 8 of this Addendum to deliver to the Vendor the Rebate Form, duly executed by the Purchaser, and/or if required pursuant to this Paragraph 8 of this Addendum to pay to the Vendor by certified cheque an amount equivalent to the Rebate, Rebates and/or the Transitional Rebate shall constitute a fundamental breach of contract, entitling the Vendor to immediately terminate this Agreement and to retain any Deposit theretofore paid (together with all monies paid for any extras or changes requested to be made to the Unit) as its liquidated damages and not as a penalty, without prejudice to any other rights or remedies available to the Vendor at law or in equity.

h. Without limiting any of the foregoing provisions, the Purchaser further covenants and agrees that in the event that any amendment to the Purchase Agreement, novation to the Purchase Agreement, re-instatement of the Purchase Agreement or the acquisition of any upgrades or extras results in the Rebate, Rebates and/or Transitional Rebate not being capable of being assigned, in whole, by the Purchaser to the Vendor, then the Purchaser shall pay to the Vendor such forgone amount by certified cheque on closing in the same manner as hereinbefore contemplated for repayment where purchasers do not qualify for the Rebate, Rebates and/or the Transitional Rebate.

DATED at **Mississauga, Ontario** this 27 day of February **2011.**

Witness:

Purchaser: **OMERA ARSHAD**

THE UNDERSIGNED hereby accepts this offer.

DATED at Toronto this 1 day of March. **2011.**

Amacon Development (Hurontario) Corp.

PER:

Authorized Signing Officer
I have the authority to bind the Corporation

ELLE

ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE

FINISHES / EXTRAS

Between: AMACON DEVELOPMENT (HURONTARIO) CORP. (the **"Vendor"**) and

OMERA ARSHAD (the **"Purchaser"**)

Suite **2807** Tower **Elle** Residential Unit **6** Level **24** (the **"Unit"**)

1. The Vendor's acceptance hereof hereby constitutes the Vendor's agreement to carry out the change(s), as requested by the Purchaser and set out in Paragraph No. 3 below.

2. Notwithstanding the Vendor's agreement to so carry out said change(s), the Purchaser acknowledges that the Vendor's agreement hereto is subject to the following terms and conditions:

   a. the cost(s) of said change(s) to the Purchaser cannot be determined by the Vendor prior to its acceptance hereof;

   b. at such time as the Vendor notifies the Purchaser as to the cost(s), the Purchaser shall pay said amount to the Vendor by certified cheque only, within five (5) business days from so being notified. Failure to pay for said change(s) as agreed herein shall be deemed by the Vendor as the Purchaser's rescinding of said change(s) requested and the Vendor shall be at liberty to complete the Unit to its original specifications;

   c. in addition to all other reasonable costs, additional charge(s) may be made for professional fees incurred by the Vendor from its architects, engineers, etc., for the purpose of incorporating the Purchaser's change(s) which shall be payable on demand; and

   d. any credit(s) issued to the Purchaser as a result of item(s) to be deleted, shall be based on credit(s) issued to the Vendor by the subcontractors/trades responsible for the item(s) so deleted, and in this regard the Purchaser acknowledges that said credit(s) are calculated on contract prices for the entire project and may be substantially less than retail prices normally charged for such item(s).

3. The change(s) requested by the Purchaser are/is as follows:

   a. **The Vendor agrees to supply and install Front Loading Stacking Washer Dryer as per Vendor's samples at no additional cost.**

   b. **The Vendor agrees to supply and install engineered hardwood flooring in the den as per Vendors samples at no additional cost.**

   c. **The Vendor agrees to supply and install 42 inch Upper Cabinets in the Kitchen as per Vendor's samples at no additional cost.**

   d. **The Vendor agrees to supply and install Stainless Steel Kitchen Appliances consisting of Fridge, Range, Dishwasher and Microwave Hood Fan Combination as per Vendor's samples at no additional cost.**

4. a. In the event that the purchase and sale transaction is not completed for any reason, all moneys paid for changes will not be refunded.

   b. If any of the extras ordered by the Purchaser remain incomplete in whole or in part on the Occupancy Date, the Vendor may provide an undertaking to complete the extra(s) within a reasonable period of time which the Purchaser shall accept without any holdback; or not provide the extra(s) or not complete the extra(s) in its sole discretion whereupon the Vendor shall refund to the Purchaser by an adjustment on the Unit Transfer Date that portion of the amount paid by the Purchaser as allocated to the extra(s) which were not provided or remain incomplete as determined by the Vendor, which credit shall be accepted by the Purchaser as full and final settlement of any claim the Purchaser may have with respect to the extra(s) which were not provided or are incomplete and the Purchaser further acknowledges that any credits issue shall be based on credits issued to the Vendor by the subcontractors/trades responsible for the items so deleted and in this regard the Purchaser acknowledges that said credit(s) are calculated on contract prices for the entire project and may be substantially less than retail prices normally charged for such item(s).

5. The Purchaser acknowledges that construction and/or installation of any specified change(s) may result in delays in the completion of construction of the Unit due to availability of services, materials and/or supplies. The Purchaser covenants and agrees to complete the Agreement notwithstanding that the Unit may not be completed in accordance with the terms and provisions of the Agreement as a result of such delays.

6. The Purchaser Acknowledges that the Vendor is acting merely as Agent of the various Sub Trades with respect to such specified changes and accordingly such construction and or installation of specific changes does not fall within the provisions of the Agreement, and without limiting the generality of the foregoing, is not covered by the Tarion Warranty Program.

In witness where of I/We have hereunto set forth my/our hand(s)and seal(s) this 22 day of February **2011.**

Witness: _______________ Purchaser: **OMERA ARSHAD**

THE UNDERSIGNED hereby accepts this offer.

DATED at Toronto this 1 day of March. **2011.**

Amacon Development (Hurontario) Corp.

PER: _______________

Authorized Signing Officer
I have the authority to bind the Corporation

ELLE

COLOUR SELECTION ADDENDUM

Between: **AMACON DEVELOPMENT (HURONTARIO) CORP.** (the **"Vendor"**) and

OMERA ARSHAD (the **"Purchaser"**)

Suite **2807** Tower **Elle** Residential Unit **6** Level **24** (the **"Unit"**)

It is hereby understood and agreed between the Vendor and Purchaser that **Colour Selection Package B** has been pre-selected for the above-mentioned suite, and except for such change(s) noted in the Finishes / Extra Addendum, all other terms and conditions of the Colour Selection shall remain as stated therein.

DATED at **Mississauga, Ontario** this 27 day of February **2011.**

Witness: ______________________ Purchaser: **OMERA ARSHAD**

THE UNDERSIGNED hereby accepts this offer.

DATED at Toronto this 1 day of March. **2011.**

AMACON DEVELOPMENT (HURONTARIO) CORP.

PER: ______________________
Authorized Signing Officer
I have the authority to bind the Corporation

ELLE

ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE

Between: **AMACON DEVELOPMENT (HURONTARIO) CORP.** (the **"Vendor"**) and

OMERA ARSHAD (the **"Purchaser"**)

Suite **2807** Tower **Elle** Unit **6** Level **24** (the **"Unit"**)

1. Section 8 of Schedule A to the Agreement is hereby amended by deleting the second paragraph and inserting the following clause in its place:

   Without limiting the generality of the foregoing paragraph, this Agreement shall be conditional upon the Purchaser, within ten (10) days of the Purchaser's receipt of a copy of the fully executed Agreement and the Condominium Documents, producing satisfactory evidence to the Vendor, in its sole and absolute discretion, of the Purchaser having been approved by both Canada Housing Corporation (CMHC) and a lending institution acceptable to the Vendor, in its sole and absolute discretion, confirming that the said lending Institution will be advancing funds to the Purchaser sufficient to pay the balance due on the Closing Date. If such evidence is not provided by the Purchaser within the time period stated herein, the Vendor shall have the unilateral right and option to terminate this Agreement at any time thereafter upon delivery of written notice confirming such termination to the Purchaser at the address of the Purchaser set out in this Agreement, whereupon this Agreement shall be null and void and the Purchaser's initial deposit cheque shall be returned to the Purchaser without interest or deduction. This condition is included for the sole benefit of the Vendor and may be waived by it, at its sole option, by notice in writing to the Purchaser, at any time. The Vendor may, at its sole discretion, elect to accept in the place of such mortgage approval evidence, other evidence satisfactory to the Vendor, in its sole and absolute discretion, that the Purchaser will have available sufficient funds to pay the balance due on the Closing Date.

2. All other terms of the PSA remain unchanged and in full force and effect.

3. Time is to remain of the essence.

DATED at **Mississauga, Ontario** this 27 day of February **2011.**

Witness:

Purchaser: **OMERA ARSHAD**

THE UNDERSIGNED hereby accepts this offer.

DATED at Toronto this 1 day of March. **2011.**

Amacon Development (Hurontario) Corp.

PER:

Authorized Signing Officer
I have the authority to bind the Corporation

647- 989- 8908

Ontario
Driver's Licence
Permis de conduire
ON
ARSHAD
OMERA
184 TIANALEE CRES
BRAMPTON, ON, L7A 2X4
A7629 - 60508 - 55127
2010/05/19
2013/05/10
AR6755349
170 cm
F
G2
A7629-60508-55127
1985/01/27
1985/01/27
55517944

Government of Canada
Gouvernement du Canada

SOCIAL INSURANCE NUMBER
NUMÉRO D'ASSURANCE SOCIALE

554 042 184

OMERA ARSHAD

647- 989- 8908

Government of Canada | Gouvernement du Canada

SOCIAL INSURANCE NUMBER

NUMÉRO D'ASSURANCE SOCIALE

554 042 184

OMERA ARSHAD

Scotiabank®

To: Omera Arshad 104 Tianalee Cres Brampton, ON L7A 2X4 **C/O:** IBRAHIM DANIYAL BNS - Scotia Mortgage Development Managers	**From:** BNS - Scotia Mortgage Development Managers 1 Richmond Street West Toronto, ON M5H 1H1 Phone: Fax:

Application ID: 1549425 **Commitment Date:** 03/24/2011

Property Address: 3525 Kariya Dr, Unit 2807, Mississauga, ON, L5B 0C2

We are pleased to confirm that we have approved your application for a first mortgage loan under the following funding terms and conditions. You will be required to execute a Personal Credit Agreement with us for your mortgage loan and you will be provided with a disclosure statement for your mortgage loan at that time.

Advance Date	05/27/2011	**Basic Loan Amount**	$281,105.00
Term	**	**Insurance Premium**	$8,854.81
Amortization	**	**Total Loan Amount**	$289,959.81
Guarantor(s)			
Taxes to be paid	through Scotiabank	**Commitment Fee**	$0.00
Interest Rate Set Date	Already Set	**Interest Rate**	**
Monthly Payment (Principal + Interest Only)	**	** See Interest Rate Condition for more details	

Payment Frequency Options (please indicate your choice):

(Payment Frequency Options listed below are for new mortgage(s) only)
(If none selected, the mortgage payment will be set up as monthly)
(Payment amount **does not** include tax portion if taxes are to be paid through Scotiabank)

New Mortgage 5 Year Closed FLEX VRM

_____________$996.55 Monthly, First payment date: June 1, 2011 or_____________
_____________$498.28 Semi-Monthly, First payment date: June 1, 2011 or_____________
_____________$498.28 Bi-Weekly, First payment date: June 10, 2011 or_____________
_____________$249.14 Weekly, First payment date: June 3, 2011 or_____________

If you would like a payment date other than the default date noted above, your date selected must fall between the default date and one month (monthly payments), 14 days (bi-weekly payments) or 7 days (weekly payments) after your advance date.

PREPAYMENT POLICIES

Prepayment
Standard 20% + 20% prepayment privileges apply. Full details on prepayment privileges, Match-a-Payment® and Miss-a-Payment® Options can be obtained from your servicing branch.

INTEREST RATE

Scotiabank®

To: Omera Arshad | C/O: IBRAHIM DANIYAL
BNS - Scotia Mortgage Development Managers

Property Address: 3525 Kariya Dr, Unit 2807, Mississauga, ON, L5B 0C2

Flex Value Mortgage
You have chosen a Scotia Flex Value® Mortgage, which is a Variable Rate Mortgage with a variable payment amount and no Cap Rate. The interest rate payable by you on the loan amount is a variable rate, expressed as a rate per annum, equal to our Variable Rate Mortgage (VRM) Base Rate adjusted by our VRM Rate Variance. This VRM Rate Variance is guaranteed until the Rate Hold Expiry Date of July 20, 2011, or the date your mortgage loan is at least 75% advanced, whichever is earlier. Term and VRM Rate Variance are outlined below; terms commence on the Term Start Date. Our VRM Base Rate will change each time there is a change to the Scotiabank Prime Rate. The payment information shown is based on the initial interest rate as calculated above, and will vary with each change to the VRM Base Rate. The interest rate and payment amount are based on the VRM Base Rate in effect on the date of this commitment and are not guaranteed at funding. Your actual interest rate and the corresponding payment amount will be based upon the VRM Base Rate in effect on the date your mortgage funds are advanced. Thereafter, the interest rate and payment amount will vary automatically immediately following any change to the VRM Base Rate. Please refer to your Personal Credit Agreement Companion Booklet, which will be provided to you, for additional information. Should you decide to early renew this mortgage to a fixed rate, closed prepayment type mortgage product with us, with a term that is greater than the remaining term on this mortgage, no prepayment costs will apply. If the term of the new mortgage is 5 years, you will be entitled to a guaranteed minimum interest rate discount of 1.0% off the then current Scotiabank 5-year posted rate.

Mortgage Component 1: Term: 5 year closed, VRM Rate Variance: -0.75%

STEP-Insured
Your Scotia Total Equity Plan® (STEP®) product breakdown is outlined below:
Global limit approved $236,720.00.
Collateral mortgage is to be registered for $289,959.81.
Total amount to be disbursed on closing $289,959.81.

Mortgage Component(s)
Principal amount $289,959.81, Term: 5 year closed, Rate: 2.25%, Am: 35 years, 0 months, P&I Pymt $996.55.
**The applicable interest rate guarantee is outlined in the Rate Adjustment section of this commitment.

TERMS

Registered Interest Rate
We may be required by law in your province or territory to register an interest rate when we register our security over your property. We register at an interest rate higher than the interest rate quoted. The registered interest rate may be invoked in the case of demand, default, and/or judgement.

To: Omera Arshad **C/O:** IBRAHIM DANIYAL
BNS - Scotia Mortgage Development Managers

Property Address: 3525 Kariya Dr, Unit 2807, Mississauga, ON, L5B 0C2

Discharge of Security
Loans Secured by Real Property
When our interest in your real property ends, where permitted, you agree to pay us fees for the preparation and execution of a discharge, plus a provincial registration fee where we register the discharge. Unless otherwise stated in your Cost of Borrowing Disclosure Statement, our current fee for the preparation and execution of a discharge (without registration) is $200; in Ontario, our current fee is $270 for the preparation, execution and registration of a discharge; in New Brunswick,our current fee is $265 for the preparation, execution and registration of a discharge; in British Columbia, our current fee is $75 for the preparation and execution of a discharge (without registration). These fees are applicable to loans secured by a mobile/mini home only where the land where the mobile/mini home is situated is owned or leased by you and you have granted us a mortgage of your interest in the land. For mobile/mini homes, an additional $10 government Personal Property Security Agreement (PPSA) discharge registration fee also applies in Newfoundland and Labrador.

CONDITIONS

Offer and Listing
You are to provide a copy of the signed and accepted Offer to Purchase/Contract with a Builder/Preliminary Contract (Quebec) and the Multiple Listing Service Agreement, if applicable.

New Home Warranty
You are to provide confirmation that the builder and the housing unit are enrolled in a New Home Warranty program, satisfactory to us, by providing the name of the New Home Warranty provider and the unit enrollment number.

New Construction - Completion
We will make an advance only when construction is substantially (i.e. 97%) complete. Unless you advise us not to, we will release 100% of the mortgage funds you have been approved for if the property is substantially (i.e. 97%) complete, but not 100% complete in all respects at the time of closing. You are responsible for completing the remaining work in a good and workmanlike manner at an early date. A holdback of a percentage of the value of the materials and services supplied as provided for by the applicable provincial legislation relating to construction liens (or in Quebec to a legal hypothec), will be retained by your solicitor/notary until the building or improvement has been completed or the applicable lien or legal hypothec period has expired. Your solicitor/notary can provide you with the applicable amount of the holdback.

Owner Occupied Property
It is a condition of this mortgage approval that you occupy the subject property as your principal residence.

Downpayment - Own Resources - Asset Ownership
You are to provide us with verification, satisfactory to us, that $14,795.00 for the downpayment is available from your own resources. The verification provided must confirm your ownership of the account/asset, as applicable. If the funds are held in one or more deposit accounts, you must provide the most recent account history for each account for a minimum period of three months. We may ask for additional account history.

Income
For Omera Arshad, you are to provide verification of employment and eligible income, satisfactory to us, for at least $72,500.00. Verification is to be provided by way of a signed letter on National Pharma Care's letterhead, and a recent paystub or notification of pay deposit, both of which cannot be dated earlier than 60 days before the application date.**We have pay stub. As well as job letter, we need to confirm the job directly.

Scotiabank®

To: Omera Arshad **C/O:** IBRAHIM DANIYAL
BNS - Scotia Mortgage Development Managers

Property Address: 3525 Kariya Dr, Unit 2807, Mississauga, ON, L5B 0C2

Additional Documentation Required
For Omera Arshad, we require the following additional documentation: We need cell phone or utility billing dated within the last three months or driver's license confirming the home address.

Closing Costs
You are to provide verification, satisfactory to us, that you have available from your own resources, in addition to the down payment, 1.50% of the purchase price to cover closing costs.

Branch Signing
You must visit the designated servicing branch to sign the required Bank documents at your convenience but not later than six business days before the scheduled closing date.

Branch Signing
Downpayment:
If you provided internet statements to verify the source of your downpayment, you are required to access your account ~[account details] on-line when you visit the designated servicing branch in order to validate the statements.

Customer Authorization
Your Mortgage Specialist has provided/will provide you with our Customer Authorization form. The form must be signed by all borrowers and guarantors on the application and be returned to us before any advance of mortgage funds.

Property - Taxes
We require you to make tax payments to us so that we may pay the municipal and any other property taxes payable on your property when they become due. These payments are to be made on the same dates that your regular loan payments are paid to us. Please refer to your mortgage which sets out your property tax obligations.

Chase Future Shop Up-to-date
We require confirmation that Chase Future shop 35294431172498 is up-to-date on payments.

MORTGAGE DEFAULT INSURANCE CONDITIONS

CMHC/GNW Ins
If mortgage default insurance from Canada Mortgage and Housing Corporation (CMHC) / Genworth Financial Canada (GNW) is required, the approval and the mortgage are subject to all their requirements.

CMHC/GNW - Fees
The mortgage insurance premium of $8,854.81 plus $708.38 for sales tax on the insurance premium will be deducted from the advance.
Insurer Certificate Number: ge 2015458502

LAWYER CONDITIONS

To: Omera Arshad **C/O:** IBRAHIM DANIYAL
BNS - Scotia Mortgage Development Managers

Property Address: 3525 Kariya Dr, Unit 2807, Mississauga, ON, L5B 0C2

Title Insurance Requirement
Your solicitor will be instructed to obtain a lender's Title Insurance policy from a title insurance provider satisfactory to us in the following situations:
a) Purchase transactions where title is being acquired through a private sale without involvement of a real estate agency or from a financial institution's power of sale or foreclosure.
b) All transactions where the mortgage amount exceeds $1,500,000.
c) All refinance transactions where the title search reveals that the title was transferred within the previous 90 days.
All costs incurred are your responsibility.

Property - New Construction
For purchases from a builder, or where a general contractor is building the property, we must be satisfied prior to disbursement of funds that the builder or contractor are licensed under the relevant builders guild or the Régie du batiment du Québec (RBQ) as applicable, and that the housing unit is covered under the Provincial Home Warranty Program/ National New Home Warranty Program/ Residential Warranty Company of Canada, as applicable. Your solicitor/notary must obtain a copy of the Certificate of Completion and Possession, executed by both builder or contractor and purchaser, and record the certificate number on the Solicitor's/Notary's Report on Title. If you are acting as the contractor and are not a builder, the new home warranty requirement does not apply, and we will obtain, at your cost, an inspection of the property before funds are advanced.
We do not have any control over the construction of the property to be mortgaged and assume no responsibility for any contractual arrangements made between you and the builder or general contractor relating to the construction of the property or any other matter contained in the Agreement of Purchase and Sale/Contract with a Builder/Preliminary Contract (Quebec).

Property Insurance
Property insurance with loss, if any, payable to us for not less than Full Replacement Cost is required.

Spousal Consent
Your spouse who does not own an interest in the property must CONSENT to the mortgage, in writing, if required by law.

Solicitor
This transaction will be completed by a solicitor/notary. We will instruct the solicitor/notary upon receipt of acceptance of this conditional approval and the requested information. For refinance transactions, the solicitor/notary will be responsible to pay out existing non-Scotiabank debts from the mortgage proceeds.

Second Mortgage
Secondary financing is not permitted.

GENERAL CONDITIONS

Condition Fulfillment
Funds will not be disbursed until all of our conditions and normal requirements, and those of the mortgage insurer Canada Mortgage and Housing Corporation (CMHC) / Genworth Financial Canada (GNW), if applicable, have been met. To avoid any funding delays, please ensure that all conditions you are responsible for fulfilling have been met as soon as possible, but no less than 10 business days prior to the closing date. Property title must be satisfactory to us. All costs, including legal, survey, appraisal, mortgage insurance, etc are your responsibility. The mortgage insurance premium (if applicable) is included in the mortgage. You will be contacted by a Scotiabank servicing branch to arrange for signing of our Credit Application and approval forms.

To: Omera Arshad **C/O:** IBRAHIM DANIYAL
BNS - Scotia Mortgage Development Managers

Property Address: 3525 Kariya Dr, Unit 2807, Mississauga, ON, L5B 0C2

Cancellation Clause
We may cancel this approval if we find there has been any material change to your financial status, as disclosed in the Credit Application, or if there has been any misrepresentation of facts in the Credit Application or other documentation.

Due on sale
The mortgage cannot be assumed by subsequent purchaser(s).

Payment Frequency
Monthly, semi-monthly, bi-weekly, and weekly payments are available on our fixed and variable rate mortgages.

Payment
All regular payments due under the mortgage must be paid by pre-authorized chequing.

Lawyer Information
You are to provide your solicitor's/notary's name, address, phone and fax numbers.

Signed Commitment
Your mortgage is scheduled to close on May 27, 2011. You must confirm your acceptance of this offer within the next 15 business days by returning a signed copy to us. In all cases the signed acceptance must be received no less than 10 business days prior to the closing date. Preparation of the legal documents will begin after we have received your acceptance.

In order to continue processing your mortgage financing, all borrowers and guarantors, as applicable, must sign the acceptance page of this commitment and return the signed acceptance to us together with a cheque marked "VOID" for the bank account to be used for mortgage payments by April 08, 2011.

Yours truly,
Scotiabank

IBRAHIM DANIYAL
Scotiabank Mortgage Development Manager
(647) 223-9573

Scotiabank®

To: Omera Arshad	**C/O:** IBRAHIM DANIYAL BNS - Scotia Mortgage Development Managers
Property Address: 3525 Kariya Dr, Unit 2807, Mississauga, ON, L5B 0C2	

CUSTOMER'S ACCEPTANCE

The terms and conditions detailed in this mortgage commitment are hereby accepted this__________day of____________________, 20________.

____

Omera Arshad

Solicitor/Notary Contact Information

Name:	
Firm Name:	
Address:	
Phone:	
Fax:	

Enclosures With This Acceptance (tick as applicable)

	Cheque marked "VOID" for mortgage payments bank account
	Income Verification
	Downpayment Verification
	Pre-Authorized Chequing (PAC) Form
	Other (please specify)

Scotiabank®

PRE-AUTHORIZED PAYMENT FORM

APPLICATION ID 1549425	MORTGAGE NUMBER/STEP NUMBER

In this **Agreement, "you"** and **"your"** mean each person who signs this agreement as borrower and co-borrower, and **"we"**, **"our"** and **"us"** mean The Bank of Nova Scotia/Scotia Mortgage Corporation. **"Loan"** means the loan or mortgage referred to above.

Pre-authorized Debit (PAD) Account:

TRANSIT NUMBER	BANK NUMBER	ACCOUNT NUMBER
LOCATED AT		

Please attach a cheque marked VOID drawn on the account where you would like the payments taken from.

Agreement
By signing the agreement, you are authorizing us to debit your designated account for your Loan payment at this or another Financial Institution. For mortgage loans, we may deduct interest from the date of the 1st advance until the term start date (Interest Adjustment Date) at which time regular repayment will commence. You also agree that any renewal or amendment of the Loan, or adjustment in the amount required to pay your property taxes for the Loan, will result in an automatic adjustment of the payment amount.

When you give us this authorization to debit your account, it is the same as delivering a notice to your Financial Institution where you maintain your PAD account. Your Financial Institution will debit the account you specify in the same manner as if you had given written instructions.

The Financial Institution listed will not check if the debit was in accordance with this authorization nor verify that we have fulfilled the purpose of the debit as a condition to honouring the debit.

Cancellation of Agreement
The authorization applies only to the method of payment and does not have any bearing on your obligations under your Loan. You may cancel this payment method at any time by providing 10 days written notice. Termination of this authorization does not eliminate your obligation to make payment to us.

This authorization will continue until you cancel it. The amount of each debit received by us will be credited against the outstanding balance of the Loan.

Account Information
You are responsible for letting us known if there are any changes to the account informaiton of this pre-authorized debit. Changes must be submitted to us in writing. You will provide us with another authorization if this is required.

Insufficient Funds - Mortgage Loans
We are not responsible to notify you if the pre-authorized payment was reversed due to insufficient funds or changes in the PAD account status. You are responsible for any charges that arise from this situation and to ensure that the required payment is made through an alternative method. When the PAD account is held at another financial institution, you must contact us to continue the pre-authorized payment arrangement.

Right of Reimbursement
By giving notice in writing to us at the branch indicated on this authorization within 90 days, debits charged to your account will be reimbursed if:

- The debit was not drawn in accordance with this authorization.
- This authorization has been revoked.
- The debit was posted to the wrong account due to invalid/incorrect information supplied by you.

Authority to Debit Account
You warrant that all persons whose signatures are required to sign on the PAD Account have signed this authorization.

DATE	
BORROWER	BORROWER SIGNATURE
CO-BORROWER	CO-BORROWER SIGNATURE

6340113 (05/07)