

THE PARK RESIDENCES AT PARKSIDE VILLAGE
AGREEMENT OF PURCHASE AND SALE

The undersigned, **MUJTABA KHAN** (collectively, the "**Purchaser**"), hereby agrees with **AMACON DEVELOPMENT (CITY CENTRE) CORP.** (the "**Vendor**") to purchase the proposed residential unit noted above, substantially as outlined for identification purposes only on the floor plan attached hereto as Schedule "C", and finished substantially in accordance with the features and finishes described in Schedule "A" hereto annexed, together with **one (1)** parking unit and **one (1)** locker unit to be allocated by the Vendor in its sole discretion and which may be re-designated by the Vendor, in its sole discretion, being (proposed) unit(s) in the Condominium, to be registered against those lands and premises situated in the City of Mississauga, Regional Municipality of Peel, being presently comprised of a portion of Part of Lot 19, Concession 2, North of Dundas Street (hereinafter called the "**Property**"), together with an undivided interest in the common elements appurtenant to such unit(s) and the exclusive use of those parts of the common elements attaching to such unit(s), as set out in the proposed Declaration (collectively, the "**Unit**") on the following terms and conditions.

PURCHASE PRICE:

- 1 The purchase price of the Unit (the "Purchase Price") is **Four Hundred Thirty-Four Thousand Four Hundred (\$434,400.00)** DOLLARS in lawful money of Canada, inclusive of HST as set out in and subject to paragraph 6 (g) of this Agreement, payable as follows:
 - (a) to Harris, Sheaffer LLP, in Trust, (the "**Vendor's Solicitors**" or "**Escrow Agent**" or "**Trustee**") in the following amounts at the following times, by cheque or bank draft, as deposits pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date:
 - (i) the sum of **Two Thousand (\$2,000.00)** Dollars submitted with this Agreement,
 - (ii) the sum of **Nineteen Thousand Seven Hundred Twenty (\$19,720.00)** Dollars submitted with this Agreement and post dated thirty (30) days following the date of execution of this Agreement by the Purchaser,
 - (iii) the sum of **Twenty-One Thousand Seven Hundred Twenty (\$21,720.00)** Dollars submitted with this Agreement and post dated ninety (90) days following the date of execution of this Agreement by the Purchaser,
 - (iv) the sum of **Twenty-One Thousand Seven Hundred Twenty (\$21,720.00)** Dollars submitted with this Agreement and post dated one hundred and twenty (120) days following the date of execution of this Agreement by the Purchaser,
 - (b) the sum of **Twenty-One Thousand Seven Hundred Twenty (\$21,720.00)** Dollars by certified cheque or bank draft on the Occupancy Date
 - (c) the balance of the Purchase Price by certified cheque on the Unit Transfer Date, subject to the adjustments hereinafter set forth,
 - (d) the Purchaser agrees to pay the sum as hereinbefore set out in sub-paragraphs 1(a) and 1(b) as deposits by cheque payable to the Escrow Agent with such last-mentioned party to hold such funds in trust as the escrow agent acting for and on behalf of the Tanion Warranty Corporation ("**TWC**") under the provisions of a Deposit Trust Agreement ("**DTA**") with respect to this proposed condominium on the express understanding and agreement that as soon as prescribed security for the said deposit money has been provided in accordance with Section 81 of the *Condominium Act*, the Escrow Agent shall be entitled to release and disburse said funds to the Vendor (or to whomsoever and in whatsoever manner the Vendor may direct).

OCCUPANCY DATE/UNIT TRANSFER DATE

- 2
 - (a) The Purchaser shall occupy the Unit on **December 16, 2013** or such extended or accelerated date that the Unit is substantially completed by the Vendor for occupancy by the Purchaser in accordance with the terms of this Agreement (the "**Occupancy Date**")
 - (b) The transfer of title to the Unit shall be completed on the later of the Occupancy Date or a date established by the Vendor in accordance with Paragraph 14 hereof (the "**Unit Transfer Date**")
 - (c) In the event that the Agreement is executed and 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 executed and 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 acknowledgment of receipt of each of the Vendor's disclosure statement and a copy of this Agreement duly executed by both parties hereto 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 the Agreement at any time thereafter upon delivery of written notice to the Purchaser

Additional Provisions and Schedules

Paragraphs 3 through 50 and the following Schedules are integral parts of this Agreement and are contained on subsequent pages

Schedule "A" - Features and Finishes

Schedule "B" - Terms of Occupancy Licence

Schedule "C" - Floor Plan of Residential Unit

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

DATED at **Mississauga, Ontario** this 19 day of August 2012.


The undersigned accepts the above offer and agrees to complete this transaction in accordance with the terms thereof

SIGNED, SEALED AND DELIVERED

In the Presence of

Witness

Purchaser's Solicitor


Purchaser **MUJTABA KHAN**

June 14, 1981

Date of Birth

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SIN

K3175-56808-10614

Drivers License #

Purchaser Address:

**118 MALTA AVE.
BRAMPTON, ONTARIO
L6Y 4C7**

Purchaser Telephone(s)

**(647) 864-0606 (H)
(B)**

Purchaser E-mail(s)


DATED at TORONTO this 21 day of AUGUST 2012.

VENDOR'S SOLICITOR

**HARRIS SHEAFFER LLP
Suite 610 - 4100 Yonge Street
Toronto, Ontario M2P 2B5
Attn: Jeffrey P. Silver**

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER


Authorized Signing Officer
I have the authority to bind the Corporation

SCHEDULE "C"

TO AGREEMENT OF
PURCHASE AND SALE

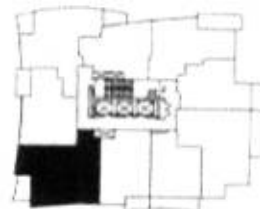
Unit 6 , Level 35 , Suite 3606



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. Floor plans and dimensions, if any, are subject to change without notice. Balconies and Terraces are exclusive use common elements, shown for display purposes only and location and size are subject to change without notice. Materials and specifications are as per vendor's samples and are subject to change without notice. Window size and type may vary.

E.&O.E.

KEY PLAN



BUILDING
NORTH

Purchaser's Initials

Purchaser's Initials

Vendor's Initials

[Handwritten initials]
[Handwritten initials]
[Handwritten initials]

25 FEB 2011

THE PARK RESIDENCES AT PARKSIDE VILLAGE
AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE

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

MUJTABA KHAN (the "Purchaser")

Suite **LPH-6** Tower **3** Unit **6** Level **35** (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:

PURCHASE PRICE

1 (a)

(i) the sum of Two Thousand (\$2,000.00) Dollars submitted with this Agreement

(ii) the sum of Nineteen Thousand Seven Hundred Twenty (\$19,720.00) Dollars submitted with this Agreement and post dated thirty (30) days following the date of execution of this Agreement by the Purchaser,

(iii) the sum of Twenty One Thousand Seven Hundred Twenty (\$21,720.00) Dollars submitted with this Agreement and post dated ninety (90) days following the date of execution of this Agreement by the Purchaser,

(iv) the sum of Twenty One Thousand Seven Hundred Twenty (\$21,720.00) Dollars submitted with this Agreement and post dated one hundred and twenty (120) days following the date of execution of this Agreement by the Purchaser,

(b) the sum of Twenty One Thousand Seven Hundred Twenty (\$21,720.00) Dollars by certified cheque or bank draft on the Occupancy Date.

INSERT:

PURCHASE PRICE

1 (a)

(i) the sum of Two Thousand (\$2,000.00) Dollars submitted with this Agreement

(ii) the sum of Nineteen Thousand Seven Hundred Twenty (\$19,720.00) Dollars submitted with this Agreement and post dated thirty (30) days following the date of execution of this Agreement by the Purchaser,

(iii) the sum of Twenty One Thousand Seven Hundred Twenty (\$21,720.00) Dollars submitted with this Agreement and post dated two hundred and seventy (270) days following the date of execution of this Agreement by the Purchaser,

Dated at **Mississauga, Ontario** this 19 day of August 2012.

SIGNED, SEALED AND DELIVERED

In the Presence of

Witness

Purchaser - MUJTABA KHAN

Accepted at TORONTO this 21 day of AUGUST 2012.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per

Authorized Signing Officer

I have the authority to bind the Corporation

c/s

THE PARK RESIDENCES AT PARKSIDE VILLAGE - TOWER 3
ADDENDUM TO SCHEDULE "A" OF THE AGREEMENT OF PURCHASE AND SALE
LOWER PENTHOUSE FEATURES AND FINISHES

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

MUJTABA KHAN (the "Purchaser")

Suite **LPH-6 Tower 3 Unit 6 Level 35** (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.

The following features and finishes are included in the Purchase Price and where applicable shall replace and supersede any standard items as otherwise set out under Schedule "A".

SUITE FEATURES

- Pre-finished engineered hardwood flooring in living room, dining room, den and hallways as per plans and from Vendor's standard sample
- Oversized baseboards and door casings throughout

KITCHEN

- Square edge granite kitchen countertop from Vendors sample package as per floor plans
- Under mounted, stainless steel kitchen sink as per floor plans
- Upper cabinet kitchen valence lighting as per plans
- Stainless steel kitchen appliances consisting of ceran glass top electric range, bottom freezer refrigerator, tall tub dishwasher, microwave hood fan from Vendor's sample package as per plans

BATHROOMS

- Marble vanity countertop with under mounted sink
- Jetted tub in master bedroom ensuite as per plans where applicable
- 3 panel mirrored bathroom vanity medicine cabinet from Vendor's sample package
- Wall mounted shower rain head in master ensuite and main bathroom from Vendor's sample package as per plans

LAUNDRY

- Front loading stacking washer/dryer

DATED at **Mississauga, Ontario** this 18 day of August 2012.


Witness


Purchaser **MUJTABA KHAN**

THE UNDERSIGNED hereby accepts this offer

DATED at TORONTO this 21 day of AUGUST 2012.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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