

The undersigned, **YACOB Y JAJOU** (collectively, the "**Purchaser**"), hereby agrees with **Amacon Development (City Centre) Corp.** (the "**Vendor**") to purchase the above-noted Residential Unit, as outlined for identification purposes only on the sketch attached hereto as Schedule "A", together with **1** Parking Unit(s), and **1** Storage Unit(s), to be located in the proposed condominium project known as **BLOCK NINE** in Mississauga, Ontario, Canada (the "**Building**") together with an undivided interest in the common elements appurtenant to such units and the exclusive use of those parts of the common elements attaching to such units, as set out in the proposed Declaration (collectively, the "**Unit**") on the following terms and conditions:

1. The purchase price of the Unit (the "**Purchase Price**") is **Three Hundred Fifty-Seven Thousand Nine Hundred (\$357,900.00)** DOLLARS inclusive of HST as set out in paragraph 6 (f) of this agreement, in lawful money of Canada, payable as follows:

- (a) to **Blaney McMurtry LLP** (the "Vendor's Solicitors"), in Trust, 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 Closing Date:
  - (i) the sum of **Two Thousand (\$2,000.00)** Dollars submitted with this Agreement;
  - (ii) the sum of **Fifteen Thousand Eight Hundred Ninety-Five (\$15,895.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i) and (ii) to five (5%) percent of the Purchase Price 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 **Seventeen Thousand Eight Hundred Ninety-Five (\$17,895.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii) and (iii) to ten (10%) percent of the Purchase Price 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 **Seventeen Thousand Eight Hundred Ninety-Five (\$17,895.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii) and (iv) to fifteen (15%) percent of the Purchase Price submitted with this Agreement and post dated one hundred and eighty (180) days following the date of execution of this Agreement by the Purchaser; and
  - (v) the sum of **Seventeen Thousand Eight Hundred Ninety-Five (\$17,895.00)** Dollars so as to bring the total of the deposits set out in subparagraph 1(a)(i), (ii), (iii), (iv) and (v) to twenty (20%) percent of the Purchase Price) on the Occupancy Date (as same may be extended in accordance herewith);

(b) The balance of the Purchase Price by certified cheque or bank draft on the Closing Date, subject to the adjustments hereinafter set forth.

2. (a) The Purchaser shall occupy the Unit on **June 14, 2018** being the First Tentative Occupancy Date set in accordance with the TARION Statement of Critical Dates ("**TARION Statement**") annexed hereto, or such extended or accelerated date established by the Vendor or by mutual agreement in accordance with the terms herein, the TARION Statement and the TARION Delayed Occupancy Warranty Addendum (together, the "**TARION Statement and Addendum**") annexed hereto (the "**Occupancy Date**").

(b) Transfer of title to the Unit shall be completed on the later of the Occupancy Date or such extended or accelerated date established in accordance with the TARION Statement and Addendum (the "**Closing Date**"). The transaction of purchase and sale shall be completed on the date set out by notice in writing from the Vendor or its solicitor to the Purchaser or its solicitor following registration of the Creating Documents so as to permit the Purchaser or his solicitor to examine title to the Unit, provided that Closing shall be no earlier than fifteen (15) days after the date of such notice and no later than one hundred and twenty (120) days after registration of the Condominium and further provided that if such date is prior to the Occupancy Date then the transaction of purchase and sale shall be completed on the Occupancy Date.

Paragraphs 3 through 56 hereof, Schedules "A"(Suite Plan), "B" (Features and Finishes), "C" (Terms of Occupancy Licence), "D" (Purchaser's Acknowledgment of Receipt) and the TARION Statement and Addendum attached hereto are an integral part hereof and are contained on subsequent pages. The Purchaser acknowledges that it has read all paragraphs, Schedules and the TARION Statement and Addendum, which comprise this Agreement.

DATED at Mississauga, Ontario this 20 day of August 2016.

SIGNED, SEALED AND DELIVERED

In the Presence of:

 )  
 )  
 )

Purchaser: YACOB Y JAJOU D.O.B. 01-Jul-53 S.I.N. --

Witness:

DATED at MISSISSAUGA this 22 day of AUGUST 2016.

Vendor's Solicitor:

BLANEY MCMURTRY LLP  
2 Queen Street East, Suite 1500  
Toronto, Ontario M5C 3G5  
Attn: Tammy A. Evans

Purchaser's Solicitor:

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: 

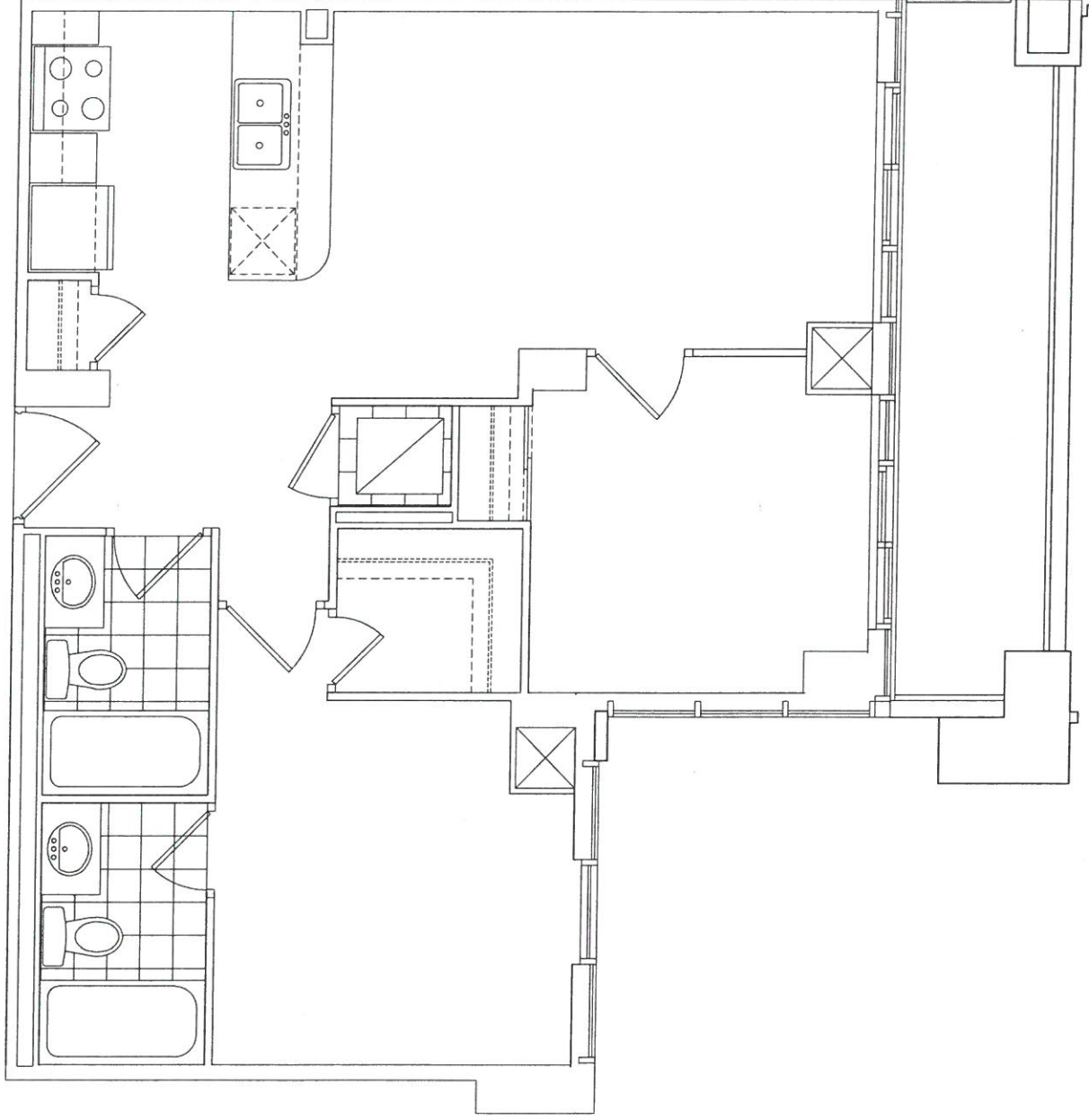
Authorized Signing Officer

I/We have the authority to bind the Corporation.

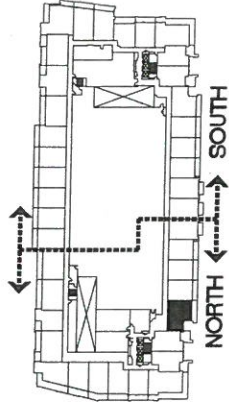
# SCHEDULE "A"

TO AGREEMENT OF  
PURCHASE AND SALE

Unit 39 , Level 3 , Suite 340



KEY PLAN



BUILDING  
NORTH

This drawing is not to scale. All details and dimensions, if any, are approximate, and subject to change without notice. Floor plans are subject to change in accordance with the Condominium Documents. Balconies and terraces are shown for display purposes only and are subject to change for architectural or approval authority requirements and may vary from floor to floor. Window design may vary. Suite purchased may be mirror image of layout shown. Flooring patterns may vary.

E. & O.E.

Purchaser's Initials

Y-Y-5

Purchaser's Initials

Vendor's Initials

PP

Property: Parkside Village - Block 9 - North Suite: 340 -

# Statement Of Critical Dates

## Delayed Occupancy Warranty

This Statement of Critical Dates forms part of the Addendum to which it is attached, which in turn forms part of the agreement of purchase and sale between the Vendor and the Purchaser relating to the Property. **The Vendor must complete all blanks set out below. Both the Vendor and Purchaser must sign this page.**

**NOTE TO HOME BUYERS:** Please visit Tarion's website: [www.tarion.com](http://www.tarion.com) for important information about all of Tarion's warranties including the Delayed Occupancy Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. You can also obtain a copy of the Homeowner Information Package which is strongly recommended as essential reading for all home buyers. The website features a calculator which will assist you in confirming the various Critical Dates related to the occupancy of your home.

**VENDOR**                      **AMACON DEVELOPMENT (CITY CENTRE) CORP.**

**PURCHASER**                **YACOUB Y JAJOU**

### 1. Critical Dates

The **First Tentative Occupancy Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is:

the 14th day of June, 2018.

The Vendor can delay Occupancy on one or more occasions by setting a subsequent **Tentative Occupancy Date**, in accordance with section 1 of the Addendum by giving proper written notice as set out in section 1.

By no later than 30 days after the Roof Assembly Date (as defined in section 12), with at least 90 days prior written notice, the Vendor shall set either (i) a **Final Tentative Occupancy Date**; or (ii) a **Firm Occupancy Date**.

For purchase agreements signed after the Roof Assembly Date, the First Tentative Occupancy Date is inapplicable and the Vendor shall instead elect and set either a Final Tentative Occupancy Date or Firm Occupancy Date.

the \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_.  
Final Tentative Occupancy Date

or

the \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_.  
Firm Occupancy Date

If the Vendor sets a Final Tentative Occupancy Date but cannot provide Occupancy by the Final Tentative Occupancy Date, then the Vendor shall set a **Firm Occupancy Date** that is no later than 120 days after the Final Tentative Occupancy Date, with proper written notice as set out in section 1 below.

*If the Vendor cannot provide Occupancy by the Firm Occupancy Date, then the Purchaser is entitled to delayed occupancy compensation (see section 7 of the Addendum) and the Vendor must set a Delayed Occupancy Date which cannot be later than the Outside Occupancy Date.*

The **Outside Occupancy Date**, which is the latest date by which the Vendor agrees to provide Occupancy, is:

the 14th day of June, 2021.\*

### 2. Notice Period for an Occupancy Delay

Changing an Occupancy date requires proper written notice. The Vendor, without the Purchaser's consent, may delay Occupancy one or more times in accordance with section 1 of the Addendum and no later than the Outside Occupancy Date.

Notice of a delay beyond the First Tentative Occupancy Date must be given no later than:

the 16th day of March, 2018.

(i.e., at least **90 days** before the First Tentative Occupancy Date), or else the First Tentative Occupancy Date automatically becomes the Firm Occupancy Date.

### 3. Purchaser's Termination Period

If the home is not complete by the Outside Occupancy Date, then the Purchaser can terminate the transaction during a period of **30 days** thereafter (the "**Purchaser's Termination Period**"), which period, unless extended by mutual agreement, will end on:

the 14th day of July, 2021.\*

If the Purchaser terminates the transaction during the Purchaser's Termination Period, then the Purchaser is entitled to delayed occupancy compensation and to a full refund of all monies paid plus interest (see sections 7, 10 and 11 of the Addendum).

**Note: Any time a Critical Date is set or changed as permitted in the Addendum, other Critical Dates may change as well. At any given time the parties must refer to: the most recent revised Statement of Critical Dates; or agreement or written notice that sets a Critical Date, and calculate revised Critical Dates using the formulas contained in the Addendum. Critical Dates can also change if there are unavoidable delays (see section 5 of the Addendum).**

Acknowledged this 20th day of August, 2016.

**VENDOR:** \_\_\_\_\_

**PURCHASER:** \_\_\_\_\_



# Addendum to Agreement of Purchase and Sale

## Delayed Occupancy Warranty

This addendum, including the accompanying Statement of Critical Dates (the “**Addendum**”), forms part of the agreement of purchase and sale (the “**Purchase Agreement**”) between the Vendor and the Purchaser relating to the Property. This Addendum is to be used for a transaction where the home is a condominium unit (that is not a vacant land condominium unit). This Addendum contains important provisions that are part of the delayed occupancy warranty provided by the Vendor in accordance with the *Ontario New Home Warranties Plan Act* (the “ONHWP Act”). If there are any differences between the provisions in the Addendum and the Purchase Agreement, then the Addendum provisions shall prevail. **PRIOR TO SIGNING THE PURCHASE AGREEMENT OR ANY AMENDMENT TO IT, THE PURCHASER SHOULD SEEK ADVICE FROM A LAWYER WITH RESPECT TO THE PURCHASE AGREEMENT OR AMENDING AGREEMENT, THE ADDENDUM AND THE DELAYED OCCUPANCY WARRANTY.**

Tarion recommends that Purchasers register on Tarion’s **MyHome** on-line portal and visit Tarion’s website - **tarion.com**, to better understand their rights and obligations under the statutory warranties.

The Vendor shall complete all blanks set out below.

|                                                                                                                                                                                                                        |                                                               |                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|----------------------------|
| <b>VENDOR</b>                                                                                                                                                                                                          | <b>AMACON DEVELOPMENT (CITY CENTRE) CORP.</b><br>Full Name(s) |                            |
| <b>38706</b><br>Tarion Registration Number                                                                                                                                                                             | <b>Suite 400, 37 Bay Street</b><br>Address                    | <b>M5J 3B2</b><br>Postal   |
| <b>(416) 369-9069</b><br>Phone                                                                                                                                                                                         | <b>Toronto</b><br>City                                        | <b>Ontario</b><br>Province |
| <b>(416) 369-9068</b><br>Fax                                                                                                                                                                                           | <b>infoTO@amacon.com</b><br>Email                             |                            |
| <b>PURCHASER</b>                                                                                                                                                                                                       |                                                               |                            |
| <b>YACOUB Y JAJOU</b><br>Full Name(s)                                                                                                                                                                                  |                                                               |                            |
| <b>7056 GABLEHURST CRESCENT</b><br>Address                                                                                                                                                                             | <b>MISSISSAUGA</b><br>City                                    | <b>ONTARIO</b><br>Province |
| <b>(905) 670-9708</b><br>Phone                                                                                                                                                                                         | <b>tirizajajou@hotmail.com</b><br>Email*                      | <b>L5W 1E7</b><br>Postal   |
| <b>Fax</b>                                                                                                                                                                                                             |                                                               |                            |
| <b>PROPERTY DESCRIPTION</b>                                                                                                                                                                                            |                                                               |                            |
| Municipal Address                                                                                                                                                                                                      |                                                               |                            |
| <b>Mississauga</b><br>City                                                                                                                                                                                             |                                                               |                            |
| <b>Block 5, Plan 43M-1925, City of Mississauga</b><br>Short Legal Description                                                                                                                                          |                                                               |                            |
| Postal Code                                                                                                                                                                                                            |                                                               |                            |
| <b>INFORMATION REGARDING THE PROPERTY</b>                                                                                                                                                                              |                                                               |                            |
| The Vendor confirms that:                                                                                                                                                                                              |                                                               |                            |
| (a) The Vendor has obtained Formal Zoning Approval for the Building.                                                                                                                                                   |                                                               |                            |
| If no, the Vendor shall give written notice to the Purchaser within 10 days after the date that Formal Zoning Approval for the Building is obtained.                                                                   |                                                               |                            |
| (d) Commencement of Construction: <input type="radio"/> has occurred; or <input checked="" type="radio"/> is expected to occur by <b>June 15, 2016</b>                                                                 |                                                               |                            |
| The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.                                                                                            |                                                               |                            |
| *Note: Since important notices will be sent to this address, it is essential that you ensure that a reliable email address is provided and that your computer settings permit receipt of notices from the other party. |                                                               |                            |

*Y-Y-J*

BLOCK NINE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

SUITE FINISHING CHANGE ORDER

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

**YACOUB Y JAJOU** (the "Purchaser")

Suite **340** Tower **9 North** Unit **39** Level **3** (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made to the Agreement of Purchase and Sale executed by the Purchaser and accepted by the Vendor (the "**Agreement**") and, except for such changes noted below, all other terms and conditions of the Agreement shall remain the same and time shall continue to be of the essence:

**Insert:**

1. The Vendor's acceptance hereof constitutes the Vendor's agreement to complete the change(s), as requested by the Purchaser and set out in below (the "**Change Order**") subject to the following terms and conditions:
  - a. The Purchaser acknowledges the cost(s) of the Change Order cannot be determined by the Vendor prior to acceptance hereof, and the Vendor shall advise the Purchaser in writing the cost of the Change Order within fifteen (15) days of the date hereof;
  - b. The Purchaser shall pay to the Vendor the cost of the Change Order within five (5) business days' Notice from being so notified. Failure to pay for the Change Order within the time frame specified results in automatic cancellation of the Change Order and the Vendor shall be entitled to complete the Unit to the original specifications as set out in Schedule B to the Agreement;
  - c. All other reasonable costs, such as, but not limited to, consultant fees incurred by the Vendor for consultant's review, for the purpose of incorporating the Purchaser's change(s) shall be payable by the Purchaser and included in the Change Order; and
2. The change(s) requested by the Purchaser are/is as follows:
  - a. **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.**
  - b. **The Vendor agrees to supply and install Ductless Front Loading stacked Washer and Dryer as per Vendors samples at no additional cost.**
  - c. **The Vendor agrees to supply and install Blinds throughout as per Vendors samples at no additional cost.**
3. a. In the event that the purchase and sale transaction is not completed for any reason all moneys paid for the Change Order are forfeited to the Vendor as a genuine pre-estimate of liquidated damages.  
  
b. If any of the Change Order items remain incomplete in whole or in part as at the Occupancy Date, the Vendor shall be entitled to provide an undertaking to complete same within a reasonable period of time, which the Purchaser shall accept without any holdback; or, the Vendor may, at its sole option, elect not to complete same and provide a credit on Closing to the Purchaser for the value of such incomplete items which credit shall be accepted by the Purchaser as full and final settlement of any claim the Purchaser may have with respect to such incomplete item.
4. The Purchaser acknowledges that construction and/or installation of any specified items in the Change Order may result in delays in the completion of construction of the Unit due to availability of services, materials and/or supplies. In such event, the Purchaser covenants and agrees to complete the Agreement notwithstanding such delays or incomplete items and shall not make any claim to the Vendor or to Tarion in connection with same.

ALL other terms and conditions set out in the Agreement shall remain the same and time shall continue to be of the essence.

IN WITNESS WHEREOF the parties have executed this Agreement

DATED at Mississauga, Ontario this 20 day of August, 2016.

Witness:

Purchaser: **YACOUB Y JAJOU**

THE UNDERSIGNED hereby accepts this offer.

DATED at MISSISSAUGA this 22 day of AUGUST, 2016.

**AMACON DEVELOPMENT (CITY CENTRE) CORP.**

PER:

Authorized Signing Officer

I have the authority to bind the Corporation

BLOCK NINE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

CAPPING

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

YACOUB Y JAJOU (the "Purchaser")

Suite 340 Tower 9 North Unit 39 Level 3 (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made to the Agreement of Purchase and Sale executed by the Purchaser and accepted by the Vendor (the "Agreement") and, except for such changes noted below, all other terms and conditions of the Agreement shall remain the same and time shall continue to be of the essence:

**Insert:**

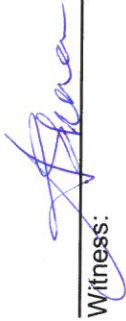
In consideration of the Purchaser entering into this Agreement and provided that the Purchaser is not in default at any time under this Agreement, the Vendor agrees to cap the charges as follows, as set out in the Agreement:

- a. The amount of any increases in or new development charge(s) or levies, education development charge(s) or levies, and/or any fees, levies, charges or assessments from and after the date hereof, assessed against or attributable to the Unit, as such charges are referred to in paragraph 6(b)(v) of the Agreement, to a maximum of \$6,000.00;
- b. The amount of any community service or public art levy charge or contribution(s) assessed against the Unit or the Project, the Property or a portion thereof and attributable to any part thereof calculated by pro-rating same in accordance with the proportion of common interest attributable to the Unit, as such charges are referred to in paragraph 6(b)(vi) of the Agreement, to a maximum of \$2,750.00; and
- c. The cost of gas and hydro meter or check or consumption meter installations, if any, water and sewer service connection charges and hydro and gas installation and connection or energization charges for the Condominium and/or the Unit, as such charges are referred to in paragraph 6(b)(viii) of the Agreement, to a maximum of \$1,350.00.

ALL other terms and conditions set out in the Agreement shall remain the same and time shall continue to be of the essence.

IN WITNESS WHEREOF the parties have executed this Agreement

DATED at Mississauga, Ontario this 20 day of August, 2016.

  
Witness:

  
Purchaser: YACOUB Y JAJOU

DATED at MISSISSAUGA this 22 day of AUGUST, 2016.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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

BLOCK NINE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

DEPOSIT

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

YACOUB Y JAJOU (the "Purchaser")

Suite 340 Tower 9 North Unit 39 Level 3 (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made to the above-mentioned Agreement of Purchase and Sale executed by the Purchaser and accepted by the Vendor (the "Agreement") and, except for such changes noted below, all other terms and conditions of the Agreement shall remain the same and time shall continue to be of the essence:

**DELETE: FROM THE AGREEMENT OF PURCHASE AND SALE**

Paragraph 1. (a)

- (i) the sum of Two Thousand (\$2,000.00) Dollars submitted with this Agreement;
- (ii) the sum of Fifteen Thousand Eight Hundred Ninety-Five (\$15,895.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i) and (ii) to five (5%) percent of the Purchase Price 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 Seventeen Thousand Eight Hundred Ninety-Five (\$17,895.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii) and (iii) to ten (10%) percent of the Purchase Price 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 Seventeen Thousand Eight Hundred Ninety-Five (\$17,895.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii) and (iv) to fifteen (15%) percent of the Purchase Price submitted with this Agreement and post dated one hundred and eighty (180) days following the date of execution of this Agreement by the Purchaser; and
- (v) the sum of Seventeen Thousand Eight Hundred Ninety-Five (\$17,895.00) Dollars so as to bring the total of the deposits set out in subparagraph 1(a)(i), (ii), (iii), (iv) and (v) to twenty (20%) percent of the Purchase Price) on the Occupancy Date (as same may be extended in accordance herewith);

**INSERT: TO THE AGREEMENT OF PURCHASE AND SALE**

Paragraph 1. (a)

- (i) the sum of Two Thousand (\$2,000.00) Dollars submitted with this Agreement;
- (ii) the sum of Seven Thousand Five Hundred (\$7,500.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i) and (ii) to two point six five percent (2.65%) of the Purchase Price submitted with this Agreement and post dated sixty (60) days following the date of execution of this Agreement by the Purchaser;
- (iii) the sum of Seven Thousand Five Hundred (\$7,500.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii) and (iii) to four point seven five percent (4.75%) of the Purchase Price submitted with this Agreement and post dated one hundred and twenty (120) days following the date of execution of this Agreement by the Purchaser;
- (iv) the sum of Seven Thousand Five Hundred (\$7,500.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii) and (iv) to six point eight five percent (6.85%) of the Purchase Price submitted with this Agreement and post dated one hundred and eighty (180) days following the date of execution of this Agreement by the Purchaser;
- (v) the sum of Seven Thousand Five Hundred (\$7,500.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii), (iv) and (v) to eight point nine four percent (8.94%) of the Purchase Price submitted with this Agreement and post dated two hundred and seventy (270) days following the date of execution of this Agreement by the Purchaser;
- (vi) the sum of Twenty-One Thousand Six Hundred Eighty-Five percent (\$21,685.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii), (iv) and (v) to fifteen percent (15.0%) of the Purchase Price submitted with this Agreement and post dated three hundred and sixty five (365) days following the date of execution of this Agreement by the Purchaser;
- (vii) the sum of Seventeen Thousand Eight Hundred Ninety-Five (\$17,895.00) Dollars so as to bring the total of the deposits set out in subparagraph 1(a)(i), (ii), (iii), (iv), (v) and (vi) to twenty percent (20.0%) of the Purchase Price) on the Occupancy Date (as same may be extended in accordance herewith);

Dated at Mississauga, Ontario this 20 day of August 2016.

**SIGNED, SEALED AND DELIVERED**

In the Presence of:



Witness



Purchaser - YACOUB Y JAJOU

Accepted at Mississauga this 22 day of August 2016.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per:  c/s

Authorized Signing Officer

I have the authority to bind the Corporation.