

MR MUHAMMAD SALEEM

239

PAY TO THE
ORDER OF

Aird & Berlis LLP in Trust

DATE 2019-05-25
Y Y Y Y M M D D

BMO Bank of Montreal
1350 CRESTLAWN DR. TEL: (905) 625-7483
MISSISSAUGA, ONT. L4W 1P8

MEMO Deposit #1 Suite #3303
Aria 2

\$ 5000.00
xx
100 DOLLARS

Security features
included
Details on back

⑈ 239 ⑈ ⑆ 29502 ⑈ 00 ⑈ ⑆

3994 ⑈ 675 ⑈

MR MUHAMMAD SALEEM

240

PAY TO THE
ORDER OF

Aird & Berlis LLP in Trust

DATE 2019-06-24
Y Y Y Y M M D D

BMO Bank of Montreal
1350 CRESTLAWN DR. TEL: (905) 625-7483
MISSISSAUGA, ONT. L4W 1P8

MEMO Deposit #2 Suite #3303
Aria 2

\$ 23645.00
xx
100 DOLLARS

Security features
included
Details on back

⑈ 240 ⑈ ⑆ 29502 ⑈ 00 ⑈ ⑆

3994 ⑈ 675 ⑈

MR MUHAMMAD SALEEM

241

PAY TO THE
ORDER OF

Aird & Berlis LLP in Trust

DATE 2019-08-23
Y Y Y Y M M D D

BMO Bank of Montreal
1350 CRESTLAWN DR. TEL: (905) 625-7483
MISSISSAUGA, ONT. L4W 1P8

MEMO Deposit #3 Suite #3303
Aria 2

\$ 17,187.00
xx
100 DOLLARS

Security features
included
Details on back

⑈ 241 ⑈ ⑆ 29502 ⑈ 00 ⑈ ⑆

3994 ⑈ 675 ⑈

MR MUHAMMAD SALEEM

243

Aird & Berlis LLP in Trust

DATE 2020-05-24
Y Y Y Y M M D D

PAY TO THE
ORDER OF

Seventeen thousand one hundred & eighty seven
\$ 17,187.00

BMO Bank of Montreal
1360 CRESTLAWN DR. TEL: (905) 625-7483
MISSISSAUGA, ONT. L4W 1P8

MEMO Deposit #5 - Suite 3303
Aria 2

Saleem

Security features
included.
Details on back.

⑈ 243⑈ ⑆ 29502⑈001⑈

3994⑈675⑈

MR MUHAMMAD SALEEM

244

Aird & Berlis LLP in Trust

DATE 2021-05-14
Y Y Y Y M M D D

PAY TO THE
ORDER OF

Seventeen thousand one hundred & eighty seven
\$ 17,187.00

BMO Bank of Montreal
1360 CRESTLAWN DR. TEL: (905) 625-7483
MISSISSAUGA, ONT. L4W 1P8

MEMO Deposit #6 - Suite #3303
Aria 2

Saleem

Security features
included.
Details on back.

⑈ 244⑈ ⑆ 29502⑈001⑈

3994⑈675⑈

AGREEMENT OF PURCHASE AND SALE

The undersigned, **MUHAMMAD SALEEM and SADIA IRAM** (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 Avia Tower Two, 4130 Parkside Village Drive, Mississauga, Ontario, Canada (the "**Project**") 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 **Five Hundred Seventy-Two Thousand Nine Hundred (\$572,900.00)** DOLLARS inclusive of HST as set out in paragraph 6 (f) of this agreement, in lawful money of Canada, payable as follows:
 - (a) to Aird & Berlis 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 **Five Thousand (\$5,000.00)** Dollars submitted with this Agreement;
 - (ii) the sum of **Twenty-Three Thousand Six Hundred Forty-Five (\$23,645.00)** 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 **Twenty-Eight Thousand Six Hundred Forty-Five (\$28,645.00)** 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 **Twenty-Eight Thousand Six Hundred Forty-Five (\$28,645.00)** 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 **Twenty-Eight Thousand Six Hundred Forty-Five (\$28,645.00)** 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 **October 03, 2023** 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" (Purch

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

SUITE FINISHING CHANGE ORDER

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

MUHAMMAD SALEEM and SADIA IRAM (the "Purchaser")

Suite **3303** Tower **Avia 2** Unit **3** Level **33** (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 hereby constitutes the Vendor's agreement to complete the change(s), requested by the Purchaser as 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 by written 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' from being so notified. Failure to pay for the Change Order within the time frame specified results in automatic cancellation of the Change Order without further notice 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 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. 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, whether financial or otherwise.

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 **25th day of May, 2019**

Witness: N. Lucchesi

Witness: N. Lucchesi

Purchaser: MUHAMMAD SALEEM

Purchaser: SADIA IRAM

THE UNDERSIGNED hereby accepts this offer.

BLOCK ONE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

DEPOSIT

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

MUHAMMAD SALEEM and SADIA IRAM (the "Purchaser")

Suite **3303** Tower **Avia 2** Unit **3** Level **33** (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:

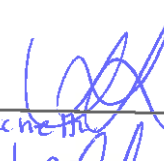
- (iii) the sum of **Twenty-Eight Thousand Six Hundred Forty-Five (\$28,645.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii) and (iii) to ten (10%) percent of the Purchase Price submitted with this Agreement and post dated ninety (90) days following the date of execution of this Agreement by the Purchaser;
- (iv) the sum of **Twenty-Eight Thousand Six Hundred Forty-Five (\$28,645.00)** 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 **Twenty-Eight Thousand Six Hundred Forty-Five (28,645.00)** 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:

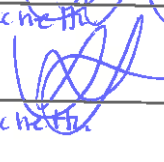
- (iii) the sum of **Seventeen Thousand One Hundred Eighty-Seven (17,187.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii) and (iii) to eight (8%) percent of the Purchase Price submitted with this Agreement and post dated ninety (90) days following the date of execution of this Agreement by the Purchaser;
- (iv) the sum of **Seventeen Thousand One Hundred Eighty-Seven (17,187.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii) and (iv) to eleven (11%) percent of the Purchase Price submitted with this Agreement and post dated one hundred and eighty five (180) days following the date of execution of this Agreement by the Purchaser; and
- (v) the sum of **Seventeen Thousand One Hundred Eighty-Seven (17,187.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii), (iv) and (v) to fourteen (14%) percent 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; and
- (vi) the sum of **Seventeen Thousand One Hundred Eighty-Seven (17,187.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii), (iv), (v) and (vi) to seventeen (17%) percent of the Purchase Price submitted with this Agreement and post dated seven hundred and twenty (720) days following the date of execution of this Agreement by the Purchaser; and
- (vii) the sum of **Seventeen Thousand One Hundred Eighty-Seven (17,187.00)** Dollars so as to bring the total of the deposits set out in subparagraph 1(a)(i), (ii), (iii), (iv), (v), (vi) and (vii) to twenty (20%) percent of the Purchase Price) on the Occupancy Date (as same may be extended in accordance herewith);

DATED at **Mississauga, Ontario** this **25th** day of **May, 2019**

Witness


N. Lucchetti

Witness


N. Lucchetti

BLOCK ONE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

DECORATING ALLOWANCE INCENTIVE

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

MUHAMMAD SALEEM and SADIA IRAM (the "Purchaser")

Suite **3303** Tower **Avia 2** Unit **3** Level **33** (the "Unit")

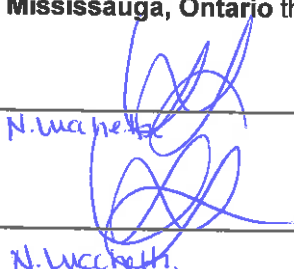
It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made to the Agreement of Purchase and Sale executed by the Purchaser and accepted by the Vendor (the "**Agreement**") and, except for such changes noted below, all other terms and conditions of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

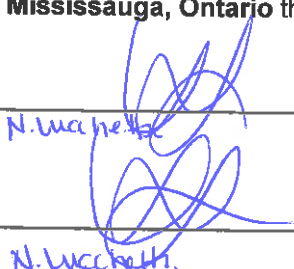
1. **Insert:**

- (a) Provided that the Purchaser is not in default at any time under this Agreement, the Vendor agrees to credit the Purchaser with a Decorating Allowance in the amount of **Eight Thousand Dollars (\$8,000)** on the Statement of Adjustments for Closing.
- (b) This Decorating Allowance is personal to the Purchaser, is not transferable or assignable and shall automatically terminate without notice or any further process if this Agreement (or any interest therein) or title to the Property is transferred or assigned by the Purchaser (even though the Vendor may have consented to such transfer or assignment).
- (c) Without limiting anything contained herein: (i) the provisions of the Decorating Allowance shall automatically terminate without notice or any further process if the Purchaser defaults in any of the provisions of the Agreement and notwithstanding that such default is cured or rectified; and (ii) the Vendor's obligation to provide the Decorating Allowance is conditional upon the Purchaser closing the transaction contemplated by this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement

DATED at **Mississauga, Ontario** this **25th day of May, 2019**

Witness:  N. Wacziarg

Witness:  N. Wacziarg


Purchaser: **MUHAMMAD SALEEM**


Purchaser: **SADIA IRAM**

THE UNDERSIGNED hereby accepts this offer.

ACCEPTED at **Mississauga, Ontario** this **25th day of May, 2019**

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

CAPPING - 700 SQUARE FEET AND BELOW

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

MUHAMMAD SALEEM and SADIA IRAM (the "Purchaser")

Suite **3303** Tower **Avia 2** Unit **3** Level **33** (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:

- 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;
- The amount of any community installation, service or benefit, public art levy, charge or contribution(s) assessed against the Unit or the Project, the Property (or portion 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, and
- 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 fixed aggregate amount of **Ten Thousand (\$10,000) Dollars**.

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 **25th day of May, 2019**

Witness: **N. Lucchesi**

Witness: **N. Lucchesi**

Purchaser: **MUHAMMAD SALEEM**

Purchaser: **SADIA IRAM**

DATED at **Mississauga, Ontario** this **25th day of May, 2019**

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:

Authorized Signing Officer
I have the authority to bind the Corporation

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

ASSIGNMENT

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

MUHAMMAD SALEEM and SADIA IRAM (the "Purchaser")

Suite **3303** Tower **Avia 2** Unit **3** Level **33** (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

22. The Purchaser covenants not to list for sale or lease, advertise for sale or lease, sell or lease, nor in any way assign his or her interest under this Agreement, or the Purchaser's rights and interests hereunder or in the Unit, nor directly or indirectly permit any third party to list or advertise the Unit for sale or lease, at any time until after the Closing Date, without the prior written consent of the Vendor, which consent may be arbitrarily withheld. The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is or shall be incapable of rectification, and accordingly the Purchaser acknowledges, and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement and the Occupancy License, effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply. The Purchaser shall be entitled to direct that title to the Unit be taken in the name of his or her spouse, or a member of his or her immediate family only, and shall not be permitted to direct title to any other third parties.

Insert: TO THE AGREEMENT OF PURCHASE AND SALE

22. The Purchaser covenants not to list for sale or lease, advertise for sale or lease, sell or lease, nor in any way assign his or her interest under this Agreement, or the Purchaser's rights and interests hereunder or in the Unit, nor directly or indirectly permit any third party to list or advertise the Unit for sale or lease, at any time until after the Closing Date, without the prior written consent of the Vendor, which consent may be arbitrarily withheld. The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is or shall be incapable of rectification, and accordingly the Purchaser acknowledges, and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement and the Occupancy License, effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply. The Purchaser shall be entitled to direct that title to the Unit be taken in the name of his or her spouse, or a member of his or her immediate family only, and shall not be permitted to direct title to any other third parties.

Notwithstanding the above, the Purchaser shall be permitted to assign for sale or offer to sell its interest in the Agreement, provided that the Purchaser first:

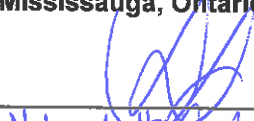
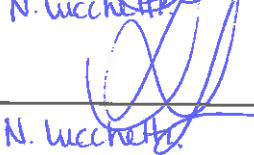
- (i) obtains the written consent of the Vendor, which consent may not be unreasonably withheld;
- (ii) acknowledges to the Vendor in writing, that the Purchaser shall remain responsible for all Purchasers covenants, agreements and obligations under the Agreement;
- (iii) covenants not to advertise the Unit in any newspaper nor list the Unit on any multiple or exclusive listing service;
- (iv) acknowledges that the Vendor's consent is conditional on the purchaser and potential assignee meeting all of the requirements of the Vendor for such assignment, which requirements shall be set out in a letter from the Vendor's Solicitor to the Purchaser's Solicitor;
- (v) Acknowledges that the HST Rebate that may have otherwise been available to the Purchaser shall no longer be available to the Purchaser or the assignee on final closing notwithstanding any potential qualification for same and the assignee or the Purchaser, as the case may be, shall be required to pay the full amount of the applicable HST to the Vendor on Final closing;

- (vi) obtains an assignment and assumption agreement from the approved assignee in the Vendor's standard form for delivery to the Vendor;
- (vii) Complies in all respects with the Vendor's conditions of assignment approval letter;
- (viii) Pays the sum Zero (\$0.00) Dollars plus HST by way of certified cheque as an administration fee to the Vendor for permitting such sale, transfer or assignment, payable to the Vendor at the time of the Purchaser's request for consent to the assignment, which sum is non-refundable;
- (ix) the Purchaser pays to the Vendor's Solicitors, in Trust the amount required, if any, to bring the Deposits payable for the Unit under this Agreement to an amount equal to twenty-five percent (25%) of the Purchase Price if, at the time that the Vendor's consent is provided for such assignment, the Deposit having been paid does not then represent twenty-five percent (25%) of the Purchase Price.
- (x) Pays the Vendor Solicitor's legal fees of \$500.00 plus HST, to be submitted with the request by way of certified cheque payable to Aird & Berlis LLP, which fees are non-refundable;

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 25th day of May, 2019

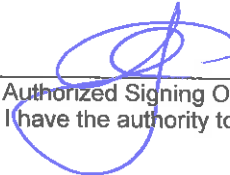
Witness: 
Witness: 


Purchaser: MUHAMMAD SALEEM

Purchaser: SADIA IRAM

DATED at Mississauga, Ontario this 25th day of May, 2019

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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

BLOCK ONE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

LEASE PRIOR TO CLOSING

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

MUHAMMAD SALEEM and SADIA IRAM (the "Purchaser")

Suite **3303** Tower **Avia 2** Unit **3** Level **33** (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:

Notwithstanding paragraph 22 of this Agreement, the Purchaser shall be entitled to seek the Vendor's approval to assign the occupancy licence set out in Schedule C to the Agreement to a third party, on the following terms and conditions:

(a) the Purchaser pays to the Vendor's Solicitor, Aird & Berlis LLP, in Trust, the amount required to bring the total deposits for the Residential Unit to an amount equal to twenty-five percent (25%) of the Purchase Price by the Occupancy Date;

(b) Provided that the Purchaser is not in default under the Agreement.

(c) the Purchaser covenants and agrees to indemnify and hold harmless the Vendor, its successors and assigns (and their officers, shareholders and directors) from any and all costs, liabilities and/or expenses which it has or may incur as a result of the assignment of Occupancy Licence, any damage directly or indirectly caused by the sublicensee, its guests or invitees, to the Residential Unit or the balance of the Property inclusive of any activities of the sublicensee which may lead to a delay in registration of the proposed condominium) inclusive of any and all costs and expenses (including legal costs on a substantial indemnity basis) that the Vendor may suffer or incur to terminate the occupancy licence and enforce the Vendor's rights under the Agreement.

(d) the Vendor shall have the right in its sole discretion to pre-approve the sublicensee including, but not limited to its personal credit history and the terms of any arrangement made by the Purchaser with the sublicensee.

(e) the Purchaser shall deliver with the request for approval a certified cheque in the amount of Zero (\$0.00) plus applicable taxes thereon to the Vendor for the administrative costs of the Vendor in reviewing the application for consent, which sum shall be non-refundable.

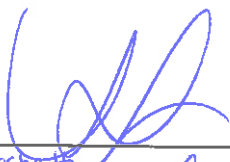
(f) the Purchaser shall deliver with the request for approval a certified cheque in the amount of \$500.00 plus HST to the Vendor's solicitor, Aird & Berlis LLP, in Trust in payment of the Vendor's legal fees for processing this amendment, which fees are non-refundable.

(g) the Purchaser expressly acknowledges and agrees that it will no longer qualify for the HST Rebate credit applicable for final closing, and shall be responsible for the final payment of the amount of HST on final closing.

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 **25th day of May, 2019**

Witness: 
N. Wiccheita

Witness: 
N. Wiccheita


Purchaser: **MUHAMMAD SALEEM**

RE: **AMACON DEVELOPMENT (CITY CENTRE) CORP.** (the "Vendor") and
MUHAMMAD SALEEM and SADIA IRAM (the "Purchaser")
Suite **3303** Tower **Avia 2** Unit **3** Level **33** (the "Unit")

PLEASE SELECT ONE OF THE FOLLOWING OPTIONS:

The Purchaser(s) acknowledges and agrees that:
(please check one)



SALEEM MUHAMMAD (the "Co-Operating Agent/Broker") represents the interests of the Purchaser(s) in this transaction.

RETREND REALTY (the "Brokerage")

205-18 WYNFORD DR, , , (the "Brokerage Address")

- OR -



The Purchaser(s) acknowledges and agrees that they do not have a Co-Operating Agent/Broker acting on their behalf and that no Co-Operating Agent/Broker will be compensated through the Vendor for this transaction.

DATED at **Mississauga, Ontario** this **25th day of May, 2019**

Witness:

N. Macchella

Witness:

N. Macchella

Purchaser: **MUHAMMAD SALEEM**

Purchaser: **SADIA IRAM**

AVIA - BLOCK ONE
SCHEDULE "D"
ACKNOWLEDGEMENT OF RECEIPT

Suite **3303** Tower **Avia 2** Unit **3** Level **33** (the "Unit")

THE UNDERSIGNED, **MUHAMMAD SALEEM and SADIA IRAM** being the Purchaser(s) of the Unit hereby acknowledges having received from the Vendor with respect to the purchase of the Unit the following documents on the date noted below:

1. A copy of the Agreement of Purchase and Sale (to which this acknowledgment is attached as a Schedule) executed by the Vendor and the Purchaser.
2. A Disclosure Statement dated May 22, 2019, and accompanying documents in accordance with Section 72 of the Act.

The Purchaser hereby acknowledges that the Condominium Documents required by the Act have not been registered by the Vendor, and agrees that the Vendor may, from time to time, make any modification to the Condominium Documents in accordance with its own requirements and the requirements of any mortgagee, governmental authority, examiner of Legal Surveys, the Land Registry Office or any other competent authority having jurisdiction to permit registration thereof.

The Purchaser further acknowledges and agrees that in the event there is a material change to the Disclosure Statement as defined in subsection 74(2) of the Act, the Purchaser's only remedy shall be as set forth in subsection 74(6) of the Act, notwithstanding any rule of law or equity to the contrary.

DATED at **Mississauga, Ontario** this **25th day of May, 2019**

Witness: *N. Wicche*

Witness: *N. Wicche*

Saleem

Purchaser: **MUHAMMAD SALEEM**

Sadia Iram

Purchaser: **SADIA IRAM**

Property: AVIA - TOWER TWO Suite: 3303 - 4130 Parkside Village Drive

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 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 **MUHAMMAD SALEEM and SADIA IRAM**

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 3rd day of October, 2023.

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

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.

the ____ day of _____, 20____
Firm Occupancy Date

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 5th day of September, 2029.*

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:

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.

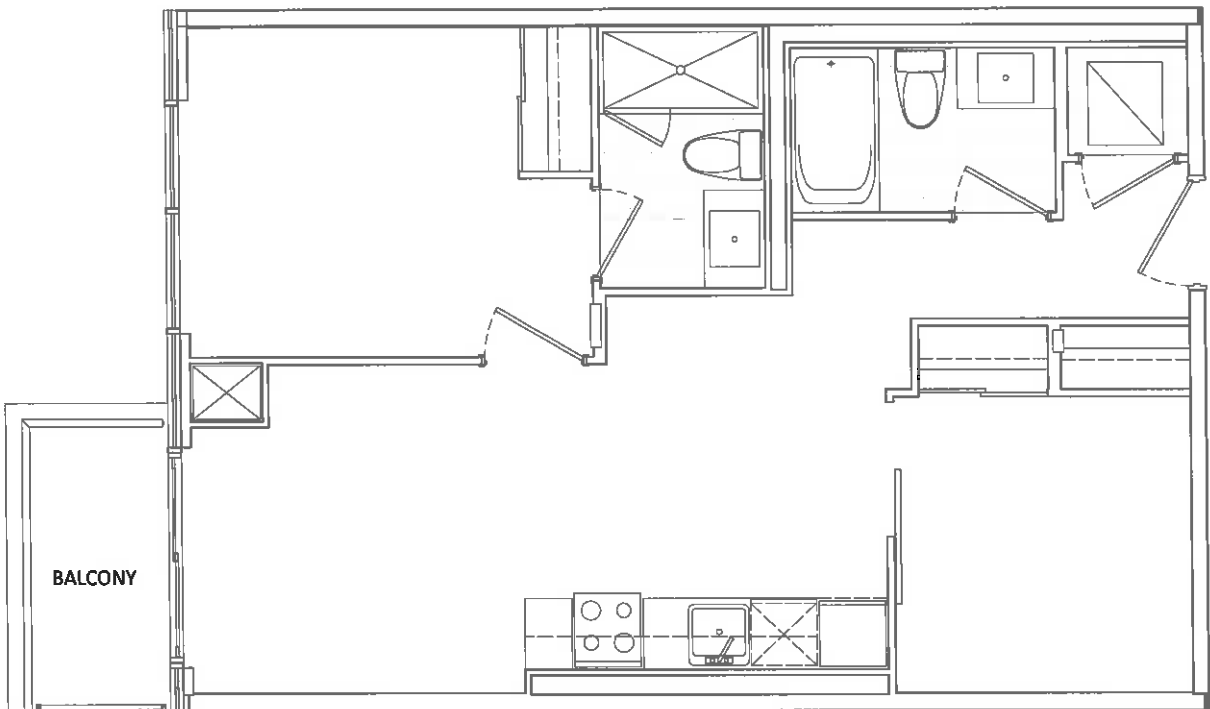
The Vendor shall complete all blanks set out below.

VENDOR			
AMACON DEVELOPMENT (CITY CENTRE) CORP. Full Name(s)			
38706 Tarion Registration Number	1 Yonge Street, Suite 601 Address		
(416) 369-9069 Phone	Toronto City	Ontario Province	M5E 1E5 Postal
(416) 369-9068 Fax	infoTO@amacon.com Email		
PURCHASER			
MUHAMMAD SALEEM and SADIA IRAM Full Name(s)			
4446 CENTRETOWN WAY Address			
Cell: (416) 904-7575	MISSISSAUGA City	ONTARIO Province	L5R 0C6 Postal
applicanes5120@gmail.com Email*			
PROPERTY DESCRIPTION			
4130 Parkside Village Drive Municipal Address			
Mississauga City	Ontario Province	Postal Code	
Short Legal Description			
INFORMATION REGARDING THE PROPERTY			
The Vendor confirms that:			
(a) The Vendor has obtained Formal Zoning Approval for the Building. ☒ Yes ☐ No			
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: ☐ Has occurred; or ☒ is expected to occur by December 08, 2020			
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.			

SCHEDULE "A" - Avia – Tower Two

TO AGREEMENT OF
PURCHASE AND SALE

Unit 03, Level 33, Suite 3303



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.



BUILDING
NORTH

Purchaser's Initials _____

Purchaser's Initials _____

Vendor's Initials _____

Business Days prior to the commencement of the postal stoppage or interruption must be re-sent by another means in order to be effective. For purposes of this section 14, Business Day includes Remembrance Day, if it falls on a day other than Saturday or Sunday, and Easter Monday.

- (c) If either party wishes to receive written notice under this Addendum at an address/contact number other than those identified on page 2 of this Addendum, then the party shall send written notice of the change of address, fax number, or email address to the other party in accordance with paragraph (b) above.
- (d) Time periods within which or following which any act is to be done shall be calculated by excluding the day of delivery or transmission and including the day on which the period ends.
- (e) Time periods shall be calculated using calendar days including Business Days but subject to paragraphs (f), (g) and (h) below.
- (f) Where the time for making a claim under this Addendum expires on a day that is not a Business Day, the claim may be made on the next Business Day.
- (g) Prior notice periods that begin on a day that is not a Business Day shall begin on the next earlier Business Day, except that notices may be sent and/or received on Remembrance Day, if it falls on a day other than Saturday or Sunday, or Easter Monday.
- (h) Every Critical Date must occur on a Business Day. If the Vendor sets a Critical Date that occurs on a date other than a Business Day, the Critical Date is deemed to be the next Business Day.
- (i) Words in the singular include the plural and words in the plural include the singular.
- (j) Gender-specific terms include both sexes and include corporations.

15. Disputes Regarding Termination

- (a) The Vendor and Purchaser agree that disputes arising between them relating to termination of the Purchase Agreement under section 11 shall be submitted to arbitration in accordance with the *Arbitration Act, 1991* (Ontario) and subsection 17(4) of the ONHWP Act.
- (b) The parties agree that the arbitrator shall have the power and discretion on motion by the Vendor or Purchaser or any other interested party, or of the arbitrator's own motion, to consolidate multiple arbitration proceedings on the basis that they raise one or more common issues of fact or law that can more efficiently be addressed in a single proceeding. The arbitrator has the power and discretion to prescribe whatever procedures are useful or necessary to adjudicate the common issues in the consolidated proceedings in the most just and expeditious manner possible. The *Arbitration Act, 1991* (Ontario) applies to any consolidation of multiple arbitration proceedings.
- (c) The Vendor shall pay the costs of the arbitration proceedings and the Purchaser's reasonable legal expenses in connection with the proceedings unless the arbitrator for just cause orders otherwise.
- (d) The parties agree to cooperate so that the arbitration proceedings are conducted as expeditiously as possible, and agree that the arbitrator may impose such time limits or other procedural requirements, consistent with the requirements of the *Arbitration Act, 1991* (Ontario), as may be required to complete the proceedings as quickly as reasonably possible.
- (e) The arbitrator may grant any form of relief permitted by the *Arbitration Act, 1991* (Ontario), whether or not the arbitrator concludes that the Purchase Agreement may properly be terminated.

For more information please visit www.tarion.com



SCHEDULE A

Types of Permitted Early Termination Conditions

1. The Vendor of a condominium home is permitted to make the Purchase Agreement conditional as follows:

(a) upon receipt of Approval from an Approving Authority for:

- (i) a change to the official plan, other governmental development plan or zoning by-law (including a minor variance);
- (ii) a consent to creation of a lot(s) or part-lot(s);
- (iii) a certificate of water potability or other measure relating to domestic water supply to the home;
- (iv) a certificate of approval of septic system or other measure relating to waste disposal from the home;
- (v) completion of hard services for the property or surrounding area (i.e., roads, rail crossings, water lines, sewage lines, other utilities);
- (vi) allocation of domestic water or storm or sanitary sewage capacity;
- (vii) easements or similar rights serving the property or surrounding area;
- (viii) site plan agreements, density agreements, shared facilities agreements or other development agreements with Approving Authorities or nearby landowners, and/or any development Approvals required from an Approving Authority; and/or
- (ix) site plans, plans, elevations and/or specifications under architectural controls imposed by an Approving Authority.

The above-noted conditions are for the benefit of both the Vendor and the Purchaser and cannot be waived by either party.

(b) upon:

- (i) receipt by the Vendor of confirmation that sales of condominium dwelling units have exceeded a specified threshold by a specified date;
- (ii) receipt by the Vendor of confirmation that financing for the project on terms satisfactory to the Vendor has been arranged by a specified date;
- (iii) receipt of Approval from an Approving Authority for a basement walkout; and/or
- (iv) confirmation by the Vendor that it is satisfied the Purchaser has the financial resources to complete the transaction.

The above-noted conditions are for the benefit of the Vendor and may be waived by the Vendor in its sole discretion.

2. The following definitions apply in this Schedule:

"Approval" means an approval, consent or permission (in final form not subject to appeal) from an Approving Authority and may include completion of necessary agreements (i.e., site plan agreement) to allow lawful access to and use and occupancy of the property for its intended residential purpose.

"Approving Authority" means a government (federal, provincial or municipal), governmental agency, Crown corporation, or quasi-governmental authority (a privately operated organization exercising authority delegated by legislation or a government).

3. Each condition must:

- (a) be set out separately;
- (b) be reasonably specific as to the type of Approval which is needed for the transaction; and
- (c) identify the Approving Authority by reference to the level of government and/or the identity of the governmental agency, Crown corporation or quasi-governmental authority.

4. For greater certainty, the Vendor is not permitted to make the Purchase Agreement conditional upon:

- (a) receipt of a building permit;
- (b) receipt of an occupancy permit; and/or
- (c) completion of the home.



SCHEDULE B

Adjustments to Purchase Price or Balance Due on Closing

PART I Stipulated Amounts/Adjustments

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing, the dollar value of which is stipulated in the Purchase Agreement and set out below.

[Draft Note: List items with any necessary cross-references to text in the Purchase Agreement.]

1. Pursuant to Section 6(b)(x), the sum of Fifty (\$50.00) Dollars for each payment tendered on account of the Purchase Price representing a reasonable reimbursement to the Vendor of the costs incurred or to be incurred by the Vendor in fulfillment of the requirements of subsection 81(6) of the Act which require that the Purchaser be notified of the receipt of, and the manner in which, the Purchaser's deposits are held;
2. Pursuant to Section 6(b)(xii), the sum of Two Hundred and Fifty Dollars (\$250.00) plus HST for the cost of obtaining (partial) discharges for mortgages on the Unit which are not intended to be assumed by the Purchaser;
3. Pursuant to Section 6(e), the sum of Five Hundred Dollars (\$500.00) plus HST for the cost of any (i) amendment to the Agreement or to Closing documentation after acceptance of the Agreement by the Vendor; (ii) any request for acceleration or extension of the Occupancy or Closing Date; (iii) any change in the manner in which the Purchaser has previously requested to take title to the Unit; or (iv) any increase of the amount to be paid to the Vendor's Solicitors on the Occupancy Date at any time after the expiry of the initial 10-day statutory rescission period;
4. Pursuant to Section 6(h), an administration fee of Five Hundred Dollars (\$500.00) plus HST, for any payment tendered by the Purchaser that is not accepted by the Vendor's Solicitor's bank for any reason.



PART II All Other Adjustments – to be determined in accordance with the terms of the Purchase Agreement

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing which will be determined after signing the Purchase Agreement, all in accordance with the terms of the Purchase Agreement.

[Draft Note: List items with any necessary cross-references to text in the Purchase Agreement.]

1. Pursuant to section 6(a)(i), any charges for the Unit for hydro, fuel or utility service, telephone, internet and cable;
2. Pursuant to Section 6(a)(ii), Occupancy Fees;
3. Pursuant to Section 6(b)(i), realty taxes (including local improvement charges, if any) which may be estimated;
4. Pursuant to Section 6(b)(ii), common expenses;
5. Pursuant to Section 6(b)(iii), any applicable retail sales or other tax applicable to chattels (payable directly by the Purchaser);
6. Pursuant to Section 6(b)(iv), any other taxes imposed by any federal, provincial or municipal government;
7. Pursuant to Section 6(b)(v), any increase in or new development charges or levies, education development charges or other levy or charge assessed against or attributable to the Property from and after the date of the Agreement;
8. Pursuant to Section 6(b) (vi), the amount of any community installation, service or benefit, public art levy charge or contribution(s) assessed against the Unit or the Building, the Property or a portion thereof and attributable to any part thereof;
9. Pursuant to Section 6(b)(vii), the TARION enrolment fee plus applicable taxes;
10. Pursuant to Section 6(b)(viii), 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 Property and/or the Unit;
11. Pursuant to Section 6(b)(ix), the Law Society of Upper Canada transaction levy;
12. Pursuant to Section 6(b)(xi), any legal fees and disbursements for not utilizing the Teraview Electronic Registration System;
13. Pursuant to Section 6(b)(xiii), any utility supplier security deposit;
14. Pursuant to Section 6(f), HST and/or the equivalent of the HST Rebate, where (in the Vendor's sole discretion) the Purchaser does not qualify for same;
15. Pursuant to Section 6(g), HST or other value added or similar tax exigible with respect to any adjustments for any extras or upgrades;
16. Pursuant to Section 32(b), interest on any amount, payment and/or adjustment due and payable by the Purchaser and not made and/or paid on the date due;
17. Pursuant to Schedule "C", paragraph C.11, all losses, costs and expenses incurred as a result of the Purchaser's neglect, damage or use of the Unit or the Condominium, or by reason of injury to any person or property in or upon the Unit, the common elements or the Project resulting from the negligence or misconduct of the Purchaser, his guests, invitees, servants, agents, contractors and/or sublicensees.




**APPENDIX TO
TARION ADDENDUM TO AGREEMENT OF PURCHASE AND SALE
ADDITIONAL EARLY TERMINATION CONDITIONS**

The following Early Termination Conditions shall form an integral part of the Agreement of Purchase and Sale and Tarion Addendum, as contemplated therein:

Early Termination Condition no. 1:

The Purchase Agreement is conditional upon:

- a) receipt by the Vendor of confirmation that sales of condominium dwelling units have exceeded seventy percent (70%) percent on or before October 3, 2022;
- b) receipt by the Vendor of confirmation that financing for the project on terms satisfactory to the Vendor has been arranged on or before October 3, 2022;

This condition is for the sole benefit of the Vendor and may be waived by it at any time in its sole discretion.

Early Termination Condition no. 2:

The Purchase Agreement is conditional on confirmation by the Vendor that it is satisfied in its sole discretion that the Purchaser has the financial resources to complete the transaction based on the information to be provided by the Purchaser to the Vendor as set out in paragraph 53 of the Agreement of Purchase and Sale.

The date by which this condition is to be satisfied is **sixty (60) days from the date of acceptance of the Agreement by the Vendor.**

36080373.1



SCHEDULE "A" OF AGREEMENT OF PURCHASE AND SALE SKETCH

Initials: Vendor:  Purchaser: 

AVIA - TOWER TWO

SCHEDULE "B"

FEATURES AND FINISHES

The following are included in the purchase price:

SUITE FEATURES:

- Solid core entry door complete with deadbolt lock, door viewer and brushed chrome hardware
- Wide plank laminate flooring in entry, hallway, kitchen, living room, dining room, den and bedroom(s) as per plan from Vendor's standard sample packages
- Exterior swing door or glass sliding door to balcony as per plan
- Mirrored sliding doors in entry and bedroom(s) closets as per plan
- All Interior walls to be painted off-white in a latex flat finish
- Smooth ceiling finish throughout

KITCHEN FEATURES:

- Cabinets with soft closing hardware from Vendor's standard sample packages
- Quartz countertop from Vendor's standard sample packages
- Tile backsplash between upper cabinets and counter from Vendor's standard sample packages
- Undermount stainless steel kitchen sink with chrome faucet and pull-down spray head
- Kitchen stainless steel appliances consist of; glass top electric range with hood fan vented to the exterior, free standing dishwasher and refrigerator as per plan*, panelized dishwasher and refrigerator as per plan**
- Track lighting fixture
- Under cabinet lighting above countertop

BATHROOM FEATURES:

- Cabinets with soft closing hardware from Vendor's standard sample packages
- Quartz vanity countertop with backsplash from Vendor's standard sample packages
- Undermount porcelain vanity basin with single lever chrome faucet
- Porcelain/ceramic bathroom floor tile from Vendor's standard sample packages
- Vanity mirror
- Medicine cabinet in ensuite or main bathroom as per plan
- Recessed pot lights
- Tub/shower with chrome single lever control in main bathroom/ensuite as per plan
- Glass shower enclosure with pre-formed shower base in ensuite as per plan
- Full height ceramic tile in tub/shower surround as per plan
- White plumbing fixtures (toilet, tub and vanity basin)
- Chrome accessories consisting of tissue holder, towel bar and compression rod (tubs only)
- Entry privacy lock
- Exhaust fan vented to the exterior

LAUNDRY FEATURES:

- In-suite stacked washer and dryer vented to exterior
- Porcelain/ceramic floor tiles as per plan

MECHANICAL FEATURES:

- Individual unit controls for centralized heating and air conditioning

ELECTRICAL FEATURES:

- Individual service panel with circuit breakers
- Ceiling light fixtures provided in entry, kitchen, bedroom(s) and walk in closet(s) as per plan
- Capped ceiling fixture provided in living room, dining room and den as per plan
- Voice data wiring and coaxial cable to accommodate telephone, television and high-speed internet access

* Galley kitchen to be equipped with free standing dishwasher and refrigerator

** Linear kitchen to be equipped with panelized dishwasher and refrigerator

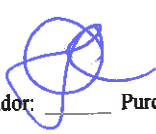
Notes:

1. Laminate flooring is subject to natural variations in colour and grain. Ceramic and porcelain tile are subject to shade and colour variations.

Initials: Vendor:  Purchaser: 

2. Pursuant to the Agreement and upon request by the Vendor, the Purchaser shall make colour and material choices from the Vendor's standard selections by the date designated by the Vendor (of which the Purchaser shall be given at least 5 days prior notice) to properly complete the Vendor's colour and material selection form. If the Purchaser fails to do so within such time period the Vendor may exercise all of the Purchaser's rights to colour and material selections hereunder and such selections shall be binding upon the Purchaser. No changes whatsoever shall be permitted in colours and materials so selected by the Vendor, except that the Vendor shall have the right at any time and without prior notice to the Purchaser to substitute other materials and items for those provided in this Schedule provided that such materials and items are of equal quality to or better than the materials and items set out herein.
3. The Purchaser acknowledges that there shall be no reduction in the price or credit for any standard features listed herein which are omitted at the Purchaser's request.
4. References to model types or model numbers refer to current manufacturer's models. If these types or models change, the Vendor shall provide an equivalent model.
5. All dimensions, if any, are approximate.
6. All specifications and materials are subject to change without notice.
7. Pursuant to the Agreement, this Schedule or amendment or change order, the Purchaser may have requested the Vendor to construct an additional feature within the Unit which is in the nature of an optional extra. If, as a result of building, construction, design, material availability or site conditions within the Unit or the building, the Vendor is not able to construct such extra, the Vendor may, by written notice to the Purchaser, terminate the Vendor's obligation to construct the said extra. In such event, the Vendor shall refund the Purchaser the monies, if any, paid by the Purchaser to the Vendor in respect of such extra, without interest, and in all other respects this Agreement shall continue in full force and effect, with time to continue to be of the essence.
8. Flooring and specific features will depend on the Vendor's package as selected.

E. & O. E

Initials: Vendor: 

Purchaser: 

- C.10. The Purchaser acknowledges that the Vendor holds a fire insurance policy on the Condominium including all aspects of a standard unit only and not on any improvements or betterments made by or on behalf of the Purchaser. It is the responsibility of the Purchaser, after the Occupancy Date to insure the improvements or betterments to the Unit and to replace and/or repair same if they are removed, injured or destroyed. The Vendor is not liable for the Purchaser's loss occasioned by fire, theft or other casualty, unless caused by the Vendor's wilful conduct.

- C.11. The Purchaser agrees to indemnify the Vendor for all losses, costs and expenses incurred as a result of the Purchaser's neglect, damage or use of the Unit or the Condominium, or by reason of injury to any person or property in or upon the Unit or the Condominium resulting from the negligence of the Purchaser, members of his immediate family, servants, agents, invitees, tenants, contractors and licensees. The Purchaser agrees that should the Vendor elect to repair or redecorate all or any part of the Unit or the Condominium as a result of the Purchaser's neglect, damage or use of the Unit or Condominium, he will immediately reimburse the Vendor for the cost of doing same, the determination of need for such repairs or redecoration shall be at the discretion of the Vendor, and such costs may be added to the Purchase Price.

- C.12. In accordance with clause 80(6)(d) and (e) of the Act, subject to strict compliance by the Purchaser with the requirements of occupancy set forth in this Agreement, the Purchaser shall not have the right to assign, sublet or in any other manner dispose of the Occupancy Licence during the Occupancy Period without the express prior written consent of the Vendor, which consent may be arbitrarily withheld. The Purchaser acknowledges that an administrative fee will be payable to the Vendor each time the Purchaser wishes to assign, sublet or dispose of the Occupancy Licence during the Occupancy Period.

- C.13. The provisions set forth in this Agreement, unless otherwise expressly modified by the terms of the Occupancy Licence, shall be deemed to form an integral part of the Occupancy Licence. In the event the Vendor elects to terminate the Occupancy Licence pursuant to this Agreement following substantial damage to the Unit and/or the Condominium, the Occupancy Licence shall terminate forthwith upon notice from the Vendor to the Purchaser. If the Unit and/or the Condominium can be repaired within a reasonable time following damages as determined by the Vendor (but not, in any event, to exceed one hundred and eighty (180) days) and the Unit is, during such period of repairs uninhabitable, the Vendor shall proceed to carry out the necessary repairs to the Unit and/or the Condominium with all due dispatch and the Occupancy Fee shall abate during the period when the Unit remains uninhabitable; otherwise, the Purchaser shall vacate the Unit and deliver up vacant possession to the Vendor and all moneys, to the extent provided for in paragraph 21 hereof (excluding the Occupancy Fee paid to the Vendor) shall be returned to the Purchaser. It is understood and agreed that the proceeds of all insurance policies held by the Vendor are for the benefit of the Vendor alone.

Initials: Vendor:  Purchaser: 



Driver's Licence

Permis de conduire

ONTARIO



NAME / NOM

SADA

215 ANDREWS TRAIL

MILTON, ON, L9T 6S7

NUMBER / NUMERO

I7165 - 68407 - 26031

CLASS / CLASSE

2014/12/05

46 EXP / EXP.

2019/10/31

DOB / PE

DA8030859

16 HGT / HAUT.

169 cm

SEX / SEXE

F

CLASS

G

DATE

07/2/10/31

ISS

07/2/10/31



5031



Driver's Licence
Permis de conduire

ON
Ontario



1. NAME (NOM)
SALEEM
MUHAMMAD

2. ADDRESS (ADRESSE)
2448 CENTRETOWN WAY
MISSISSAUGA, ON, L5R 0C6

3. NUMBER (NUMERO)
S0265 - 56806 - 81022

4a. ISS/DEL
2018/08/13

4b. EXP/EXP.
2023/10/22

5. DOB (NÉ)
GE2906102

6. HGT/HAUT.
170 cm

7. SEX/SEX
M

8. CLASS (CLASSE)
G

9. DATES
1968/10/22

10. RESN
C000

11. RESN
C000

INDIVIDUAL IDENTIFICATION INFORMATION RECORD

A.4 Unrepresented Individual Reasonable Measures Record (if applicable)

Only complete this section when you are unable to ascertain the identity of an unrepresented individual.

1. Measures taken to Ascertain Identity (check one):

☐ Asked unrepresented individual for information to ascertain their identity

Other, explain: _____

Date on which above measures taken: _____

2. Reasons why measures were unsuccessful (check one):

☐ Unrepresented individual did not provide information

☐ Other, explain: _____

B. Verification of Third Parties (if applicable)

NOTE: Only complete Section B for your clients. Complete this section of the form to indicate whether a client is acting on behalf of a third party. Either B.1 or B.2 must be completed.

B.1 Third Party Reasonable Measures

Where you cannot determine whether there is a third party, complete this section.

Is the transaction being conducted on behalf of a third party according to the client? (check one):

☐ Yes

☐ No

Measures taken (check one):

☐ Asked if client was acting on behalf of a third party

☐ Other, explain: _____

Date on which above measures taken: _____

Reason why measures were unsuccessful (check one):

☐ Client did not provide information

☐ Other, explain: _____

Indicate whether there are any other grounds to suspect a third party (check one):

☐ No

☐ Yes, explain: _____

B.2 Third Party Record

Where there is a third party, complete this section.

1. Name of third party: _____

2. Address: _____

3. Date of Birth: _____

4. Nature of Principal Business or Occupation: _____

5. Incorporation number and place of issue (if applicable): _____

6. Relationship between third party and client: _____

INDIVIDUAL IDENTIFICATION INFORMATION RECORD

NOTE: Only complete Sections C and D for your clients.

C. Client Risk (ask your Compliance Officer if this section is applicable)

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below:

Low Risk

- ☒ Canadian Citizen or Resident Physically Present
- ☐ Canadian Citizen or Resident Not Physically Present
- ☐ Canadian Citizen or Resident - High Crime Area - No Other Higher Risk Factors Evident
- ☐ Foreign Citizen or Resident that does not Operate in a High Risk Country (physically present or not)
- ☐ Other, explain:

Medium Risk

- ☐ Explain below

High Risk

- ☐ Foreign Citizen/Resident that operates in a High Risk Country (physically present or not)
- ☐ Other Explain

If you determined that the client’s risk was high, tell your brokerage’s Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.

INDIVIDUAL IDENTIFICATION INFORMATION RECORD

D. Business Relationship (ask your Compliance Officer when this section is applicable)

D. 1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

- ☒ Residential property
- ☐ Commercial property
- ☐ Other, please specify:
- ☐ Residential property for income purposes
- ☐ Land for Commercial Use

D.2. Measures Taken to Monitor Business Relationship and Keep Client Information Up-To-Date

D.2.1. Ask the Client if their name, address or principal business or occupation has changed and if it has include the updated information on page one.

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor the business relationship with the client. Optional - if you have taken measures beyond simply keeping correspondence on file, specify them here:

D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage’s business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

D.3 Suspicious Transactions

Don’t forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.

NOTE: An Individual Identification Information Record is required by the Proceeds of Crime (Money Laundering) and Terrorist Financing Act. This Record must be completed whenever there is an act in respect to the purchase or sale of real estate. It is recommended that the Individual Identification Information Record be completed:

- (i) for a buyer when the offer is submitted and/or a deposit made, and
- (ii) for a seller when the seller accepts the offer.

Vendor: **AMACON DEVELOPMENT (CITY CENTRE) CORP.** Lot/Suite #: **3303** Phase/Tower: **Avia 2** Plan No.:
Transaction Property Address: **4130 Parkside Village Drive** in the City of **Mississauga**
Sales Representative/Broker:
Date Information Verified: **May 25, 2019**

INDIVIDUAL IDENTIFICATION INFORMATION RECORD

A.4 Unrepresented Individual Reasonable Measures Record (if applicable)

Only complete this section when you are unable to ascertain the identity of an unrepresented individual.

1. Measures taken to Ascertain Identity (check one):

☐ Asked unrepresented individual for information to ascertain their identity

☐ Other, explain: _____

Date on which above measures taken: _____

2. Reasons why measures were unsuccessful (check one):

☐ Unrepresented individual did not provide information

☐ Other, explain: _____

B. Verification of Third Parties (if applicable)

NOTE: *Only complete Section B for your clients.* Complete this section of the form to indicate whether a client is acting on behalf of a third party. Either B.1 or B.2 must be completed.

B.1 Third Party Reasonable Measures

Where you cannot determine whether there is a third party, complete this section.

Is the transaction being conducted on behalf of a third party according to the client? (check one):

☐ Yes

☐ No

Measures taken (check one):

☐ Asked if client was acting on behalf of a third party

☐ Other, explain: _____

Date on which above measures taken: _____

Reason why measures were unsuccessful (check one):

☐ Client did not provide information

☐ Other, explain: _____

Indicate whether there are any other grounds to suspect a third party (check one):

☐ No

☐ Yes, explain: _____

B.2 Third Party Record

Where there is a third party, complete this section.

1. Name of third party: _____

2. Address: _____

3. Date of Birth: _____

4. Nature of Principal Business or Occupation: _____

5. Incorporation number and place of issue (if applicable): _____

6. Relationship between third party and client: _____

INDIVIDUAL IDENTIFICATION INFORMATION RECORD

NOTE: *Only complete Sections C and D for your clients.*

C. Client Risk (ask your Compliance Officer if this section is applicable)

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below:

Low Risk

- ☐ Canadian Citizen or Resident Physically Present
- ☐ Canadian Citizen or Resident Not Physically Present
- ☐ Canadian Citizen or Resident - High Crime Area - No Other Higher Risk Factors Evident
- ☐ Foreign Citizen or Resident that does not Operate in a High Risk Country (physically present or not)
- ☐ Other, explain:

Medium Risk

- ☐ Explain below

High Risk

- ☐ Foreign Citizen/Resident that operates in a High Risk Country (physically present or not)
- ☐ Other Explain

If you determined that the client's risk was high, tell your brokerage's Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.

INDIVIDUAL IDENTIFICATION INFORMATION RECORD

D. Business Relationship (ask your Compliance Officer when this section is applicable)

D. 1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

- ☐ Residential property
- ☐ Commercial property
- ☐ Other, please specify:
- ☒ Residential property for income purposes
- ☐ Land for Commercial Use

D.2. Measures Taken to Monitor Business Relationship and Keep Client Information Up-To-Date

D.2.1. Ask the Client if their name, address or principal business or occupation has changed and if it has include the updated information on page one.

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor the business relationship with the client. Optional - if you have taken measures beyond simply keeping correspondence on file, specify them here:

D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage’s business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

D.3 Suspicious Transactions

Don’t forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.

INDIVIDUAL IDENTIFICATION INFORMATION RECORD

A.4 Unrepresented Individual Reasonable Measures Record (if applicable)

Only complete this section when you are unable to ascertain the identity of an unrepresented individual.

1. Measures taken to Ascertain Identity (check one):

☐ Asked unrepresented individual for information to ascertain their identity

Other, explain: _____

Date on which above measures taken: _____

2. Reasons why measures were unsuccessful (check one):

☐ Unrepresented individual did not provide information

☐ Other, explain: _____

B. Verification of Third Parties (if applicable)

NOTE: Only complete Section B for your clients. Complete this section of the form to indicate whether a client is acting on behalf of a third party. Either B.1 or B.2 must be completed.

B.1 Third Party Reasonable Measures

Where you cannot determine whether there is a third party, complete this section.

Is the transaction being conducted on behalf of a third party according to the client? (check one):

☐ Yes

☐ No

Measures taken (check one):

☐ Asked if client was acting on behalf of a third party

☐ Other, explain: _____

Date on which above measures taken: _____

Reason why measures were unsuccessful (check one):

☐ Client did not provide information

☐ Other, explain: _____

Indicate whether there are any other grounds to suspect a third party (check one):

☐ No

☐ Yes, explain: _____

B.2 Third Party Record

Where there is a third party, complete this section.

1. Name of third party: _____

2. Address: _____

3. Date of Birth: _____

4. Nature of Principal Business or Occupation: _____

5. Incorporation number and place of issue (if applicable): _____

6. Relationship between third party and client: _____

