

MRS PARMJIT JOHAL
33 FAWSON COVE WAY
BRAMPTON ON L6R 0G7

001

DATE 2019-06-08
Y Y Y Y M M D D

PAY TO THE
ORDER OF

AIRD + BERLIS LLP INTRUST

\$5000.00

Five Thousand and

100 DOLLARS

Security features
included
Details on back

BMO Bank of Montreal

9990 AIRPORT RD.
BRAMPTON, ON L6S 0C5

MEMO 614, AVIA. CTEB27

Parmjit Kaur 2019

0001 35202001

3037823

MRS PARMJIT JOHAL
33 FAWSON COVE WAY
BRAMPTON ON L6R 0G7

002

DATE 2019-07-08
Y Y Y Y M M D D

PAY TO THE
ORDER OF

AIRD + BERLIS LLP INTRUST

\$21,445.00

Twenty one Thousand four hundred forty five

100 DOLLARS

Security features
included
Details on back

BMO Bank of Montreal

9990 AIRPORT RD.
BRAMPTON, ON L6S 0C5

MEMO AVIA 614 (30)

Parmjit Kaur 2019

0002 35202001

3037823

MRS PARMJIT JOHAL
33 FAWSON COVE WAY
BRAMPTON ON L6R 0G7

003

DATE 2019-09-06
Y Y Y Y M M D D

PAY TO THE
ORDER OF

AIRD + BERLIS LLP, IN TRUST

\$15,867.00

Fifteen Thousand Eight hundred Sixty seven

100 DOLLARS

Security features
included
Details on back

BMO Bank of Montreal

9990 AIRPORT RD.
BRAMPTON, ON L6S 0C5

MEMO AVIA # 614 (90)

Parmjit Kaur 2019

0003 35202001

3037823

Received

ON JUNE 4/2019

MRS PARMJIT JOHAL
33 FAWSON COVE WAY
BRAMPTON ON L6R 0G7

004

DATE 2019-12-05
Y Y Y Y M M D D

PAY TO THE
ORDER OF

AIRD + BERLIS LLP IN TRUST

\$ 15,867

Fifteen Thousand Eight hundred Sixty Seven

100 DOLLARS

Security features
included
Details on back

BMO Bank of Montreal

9990 AIRPORT RD.
BRAMPTON, ON L6S 0C5

MEMO AVIA 614 (180)

Parmjit Kaur Johal

004 35202001

3037823

MRS PARMJIT JOHAL
33 FAWSON COVE WAY
BRAMPTON ON L6R 0G7

006

DATE 2020-06-07
Y Y Y Y M M D D

PAY TO THE
ORDER OF

AIRD + BERLIS LLP IN TRUST

\$ 15,867.00

Fifteen Thousand Eight hundred Sixty Seven

100 DOLLARS

Security features
included
Details on back

BMO Bank of Montreal

9990 AIRPORT RD.
BRAMPTON, ON L6S 0C5

MEMO AVIA 614 (365)

Parmjit Kaur Johal

006 35202001

3037823

MRS PARMJIT JOHAL
33 FAWSON COVE WAY
BRAMPTON ON L6R 0G7

007

DATE 2021-05-28
Y Y Y Y M M D D

PAY TO THE
ORDER OF

AIRD + BERLIS LLP IN TRUST

\$ 15,867.00

Fifteen Thousand Eight hundred Sixty Seven

100 DOLLARS

Security features
included
Details on back

BMO Bank of Montreal

9990 AIRPORT RD.
BRAMPTON, ON L6S 0C5

MEMO AVIA 614 (720)

Parmjit Kaur Johal

007 35202001

3037823

Received

on Jun 9/2019

AGREEMENT OF PURCHASE AND SALE

The undersigned, **AMARJIT SINGH JOHAL** (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 One, 430 Square One 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 Twenty-Eight Thousand Nine Hundred (\$528,900.00)** 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-One Thousand Four Hundred Forty-Five (\$21,445.00)** 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-Six Thousand Four Hundred Forty-Five (\$26,445.00)** 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-Six Thousand Four Hundred Forty-Five (\$26,445.00)** 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-Six Thousand Four Hundred Forty-Five (26,445.00)** 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 **September 05, 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" (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 8th June, 2019

SIGNED, SEALED AND DELIVERED
In the Presence of:

Witness: ANITA SKARA

)
)
) AS JOH
) Purchaser: AMARJIT SINGH JOHAL D.O.B. 12-Apr-60 S.I.N. --

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

DATED at Mississauga, Ontario this 8th June, 2019

Vendor's Solicitor:
Aird & Berlis LLP
Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Ontario M5J 2T9
Attn: Tammy A. Evans

Purchaser's Solicitor:

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: [Signature]
Authorized Signing Officer
I have the authority to bind the Corporation.

BLOCK ONE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

DECORATING ALLOWANCE INCENTIVE

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

AMARJIT SINGH JOHAL (the "Purchaser")

Suite **614** Tower **Avia 1** Unit **14** Level **6** (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 **Ten Thousand Dollars (\$10,000)** 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 **8th day of June, 2019**

Witness: _____

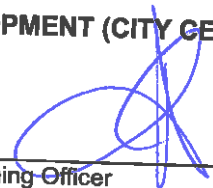

Purchaser: **AMARJIT SINGH JOHAL**

THE UNDERSIGNED hereby accepts this offer.

ACCEPTED at **Mississauga, Ontario** this **8th day of June, 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

AMARJIT SINGH JOHAL (the "Purchaser")

Suite 614 Tower Avia 1 Unit 14 Level 6 (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;



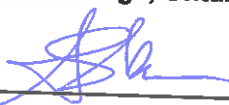
A.S.J.

- (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

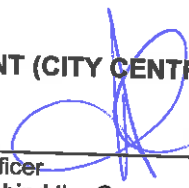
DATED at Mississauga, Ontario this 8th day of June, 2019

Witness: 


Purchaser: **AMARJIT SINGH JOHAL**

DATED at Mississauga, Ontario this 8th day of June, 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
AMARJIT SINGH JOHAL (the "Purchaser")
Suite 614 Tower Avia 1 Unit 14 Level 6 (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.;
- b. 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
- 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 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 8th day of June, 2019

Witness: 


Purchaser: AMARJIT SINGH JOHAL

DATED at Mississauga, Ontario this 8th day of June, 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

DEPOSIT

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

AMARJIT SINGH JOHAL (the "Purchaser")

Suite 614 Tower Avia 1 Unit 14 Level 6 (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-Six Thousand Four Hundred Forty-Five (\$26,445.00)** 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-Six Thousand Four Hundred Forty-Five (\$26,445.00)** 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-Six Thousand Four Hundred Forty-Five (26,445.00)** 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 **Fifteen Thousand Eight Hundred Sixty-Seven (15,867.00)** 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 **Fifteen Thousand Eight Hundred Sixty-Seven (15,867.00)** 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 **Fifteen Thousand Eight Hundred Sixty-Seven (15,867.00)** 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 **Fifteen Thousand Eight Hundred Sixty-Seven (15,867.00)** 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 **Fifteen Thousand Eight Hundred Sixty-Seven (15,867.00)** 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 8th day of June, 2019

Witness

Purchaser - AMARJIT SINGH JOHAL

ACCEPTED at Mississauga, Ontario this 8th day of June, 2019

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per:  c/s
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

AMARJIT SINGH JOHAL (the "Purchaser")

Suite 614 Tower Avia 1 Unit 14 Level 6 (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 8th day of June, 2019

Witness:

Purchaser: **AMARJIT SINGH JOHAL**

THE UNDERSIGNED hereby accepts this offer.

DATED at Mississauga, Ontario this 8th day of June, 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

SUITE FINISHING CHANGE ORDER

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

AMARJIT SINGH JOHAL (the "Purchaser")

Suite **614** Tower **Avia 1** Unit **14** Level **6** (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 Taron 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 8th day of June, 2019

Witness:

Purchaser: **AMARJIT SINGH JOHAL**

THE UNDERSIGNED hereby accepts this offer.

DATED at Mississauga, Ontario this 8th day of June, 2019

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:

Authorized Signing Officer
I have the authority to bind the Corporation

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

(416) 369-9069

Phone

(416) 369-9068

Fax

1 Yonge Street, Suite 601

Address

Toronto

City

Ontario

Province

M5E 1E5

Postal

infoTO@amacon.com

Email

PURCHASER

AMARJIT SINGH JOHAL

Full Name(s)

33 FAWSONCOVE WAY

Address

Cell: (416) 519-0202

Res.: (306) 502-4152

BRAMPTON

City

ONTARIO

Province

L6R 0G7

Postal

jazzjohal11@icloud.com

Email*

PROPERTY DESCRIPTION

430 Square One Dr.

Municipal Address

Mississauga

City

Ontario

Province

Postal Code

Pt. Lt. 19, Con 2 NDS (Tor. TWP) designated as Parts 1, 2, 3, 4 & 5, Plan 43R-30808, Mississauga

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.

AGENT/BROKER DISCLOSURE

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

AMARJIT SINGH JOHAL (the "Purchaser")

Suite **614** Tower **Avia 1** Unit **14** Level **6** (the "Unit")

PLEASE SELECT ONE OF THE FOLLOWING OPTIONS:

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



PAWANJIT (MONTY) MALHI (the "Co-Operating Agent/Broker") represents the interests of the
Purchaser(s) in this
transaction.

REMAX REALTY SERVICES INC. (the "Brokerage")

, , , (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 **8th** day of **June, 2019**

Witness:



Purchaser: **AMARJIT SINGH JOHAL**

