

Block Nine

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

PURCHASE OF PARKING UNIT

Between: **AMACON DEVELOPMENT (CITY CENTRE) CORP.** (the "Vendor") and  
**AMITA MUSADDY AND SHARMILA MUSADDY** (the "Purchaser")

Suite LPH3 Tower 9 North Unit 3 Level 23 (the "Unit")

**WHEREAS** by Agreement of Purchase and Sale (the "Purchase Agreement") the Purchaser has agreed to purchase from the Vendor, Residential Unit \_\_, Level \_\_ (the "Residential Unit"), in the proposed Condominium (the "Condominium"), located in the project known as Block Nine North, Mississauga, Ontario;

**AND WHEREAS** the Purchaser also desires to purchase a Unit TBD Level TBD, (the "Additional Unit");

**AND WHEREAS** upon purchase of the Additional Unit, the Purchaser will also be required to contribute its proportionate share of common expenses attributable to said Additional Unit in accordance with Schedule "D" to the Declaration and the Budget Statement for the Condominium, which proportionate share of common expenses is payable in advance in monthly instalments from the date of purchase, in similar fashion as the common expenses attributable to the Residential Unit;

**NOW THEREFORE** in consideration of the mutual covenants set forth herein, the parties hereto agree with each other as follows:

1. The Purchaser agrees to purchase and the Vendor agrees to sell a Parking Unit for the purchase price of **Forty Five Thousand dollars (\$45,000.00)**, inclusive of HST (if the Purchaser is purchasing the Parking Unit for personal occupancy) OR exclusive of HST (if the Purchaser is not purchasing the Residential Unit for personal occupancy) as applicable ("**Additional Unit Purchase Price**") together with its appurtenant interest in the common elements.
2. The Additional Unit Purchase Price shall be in addition to the purchase price of the Residential Unit as same is set out in the Purchase Agreement.
3. A Deposit of **Two Thousand (\$2000.00)** Dollars of the Additional Unit Purchase Price is payable upon execution hereof, by cheque made payable to the Vendor's solicitors, **Aird & Berlis LLP**, in trust, which deposit will be credited to the Purchaser on the Statement of Adjustments on the Closing Date, and the balance of the Additional Unit Purchase Price is to be paid by the Purchaser to the Vendor's solicitors, **Aird & Berlis LLP**, in trust, by certified cheque on the Closing Date.
4. The Purchaser expressly agrees that any adjustments to the common expenses payable with respect to the purchase of the Additional Unit and in particular any additional or increased common expenses owed by the Purchaser therefor, will be reflected on the Statement of Adjustments.
5. The Purchaser acknowledges that the Additional Unit is subject to monthly common expenses which are set out in Schedule D to the proposed Declaration as well as in the Schedule of Monthly Common Expenses included with the Budget in the Disclosure Statement and that the Purchaser has reviewed and accepts same.

In all other respects, and except as provided herein, the provisions of the Purchase Agreement shall apply to the purchase of the Additional Unit and remain unamended by the execution of this Addendum and time shall continue to be of the essence.

**IN WITNESS WHEREOF** the parties have executed this Agreement

DATED at Mississauga, Ontario this 17 day of December 2020.

Witness:

Amita Musaddy  
Purchaser: **AMITA MUSADDY**

Witness:

Sharmila Musaddy  
Purchaser: **SHARMILA MUSADDY**

THE UNDERSIGNED hereby accepts this offer.

DATED at Toronto this 18 day of December 2020.

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

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