



INFORMATION FOR BUYERS OF
PRE-CONSTRUCTION CONDOMINIUM HOMES

Property:VOYA - BUILDING 2

INFORMATION FOR BUYERS OF PRE-CONSTRUCTION CONDOMINIUM
HOMES ABOUT THE POSSIBLE TERMINATION OF PURCHASE
AGREEMENT

To: Purchaser(s) of the Property

1. Take Note

You are entering into a purchase transaction which relates to a pre-construction condominium unit*1. You should be aware of the possibility that it may never be completed.

Important information about your purchase is set out in this document.

You should review your purchase agreement including this document with a lawyer familiar with condominium transactions.

Remember that you have a 10-day period to cancel your purchase.*2

2. Be Aware of Timing

The Vendor’s best estimate as to when your unit will be ready for occupancy is shown as the “First Tentative Occupancy Date” on the Statement of Critical Dates and is February 02, 2026. This date may be further extended. Please refer to the Statement of Critical Dates in the Condominium Addendum (which forms part of your Purchase Agreement) for an explanation of how this date may change.

3. Completion of Your Purchase Is Not Certain - It Can Be Terminated by

Your Purchase Agreement contains early termination conditions which could result in your purchase being terminated. These are set out in detail in the Condominium Addendum. In general terms, the Vendor can end your purchase if:

- (a) By November 04, 2025, a set level of sales for the project has not been achieved.
- (b) By N/A, certain zoning and/or development approvals have not been obtained.
- (c) By November 04, 2025, satisfactory financing for the project has not been obtained.

This may not list all of the conditions that may exist in the Condominium Addendum.

Note: In most cases, if your Purchase Agreement is terminated, any deposit monies you have paid must be returned to you with interest at the rate no less than that prescribed by the Condominium Act, 1998*4. Other recourse (monetary or otherwise) may be limited - you should speak to your lawyer.

4. Ownership of Property

The Vendor represents, warrants and declares that the Vendor owns the freehold ownership interest in the Property or has the power to compel transfer of the freehold ownership interest in the Property before closing.

5. Title Restrictions

The Vendor represents, warrants and declares that:

- (a) The Property is free from any registered title restriction that binds the Project which would prevent completion of the Project and/or sale of your unit to you. ☒ Yes ☐ No
- (b) If No, that is, if such a restriction exists, the Vendor’s explanation for how the restriction will be removed so the Project can proceed and/or the sale can be completed is set out below (add attachment, if necessary).

6. Zoning Status

The Vendor represents, warrants and declares that:

- (a) The Vendor has obtained appropriate Zoning Approval for the Building. ☒ Yes ☐ No
- (b) If No, the Vendor shall give written notice to the Purchaser within 10 days after the date that appropriate Zoning Approval for the Building is obtained.

7. Construction Status

The Vendor represents, warrants and declares that:

- (a) Commencement of Construction: ☐ has occurred; or ☒ is expected to occur by **July 01, 2022**
- (b) If commencement has not occurred, the Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.

*4 Interest required to be paid on deposit monies returned to a purchaser is governed by the Condominium Act , 1998 - see section 82, and section 19 of O. Reg. 48/01. In general terms, it is 2 percentage points less than a specified Bank of Canada rate recalculated every 6 months.

8. Your Purchase Agreement

This document is to be used for a purchase transaction where the transaction remains conditional and the unit is a condominium unit in respect of a condominium project for which a description is proposed to be registered under the Condominium Act, 1998. This document*5 together with the Condominium Addendum*6, forms part of your Purchase Agreement. This document, the Condominium Addendum and the balance of your Purchase Agreement are to be signed at the same time. If any conflict or inconsistency exists among these documents, the provisions of the Condominium Addendum shall prevail followed by this document. Terms not defined in this document have the meaning set out in the Condominium Addendum.

9. Legal Advice is Important

PRIOR TO SIGNING THE PURCHASE AGREEMENT OR ANY AMENDMENT TO IT, YOU SHOULD SEEK ADVICE FROM A LAWYER WITH RESPECT TO THE PURCHASE AGREEMENT OR ANY AMENDING AGREEMENT TO THE PROPOSED TRANSACTION. ALSO REVIEW WITH YOUR LAWYER THE DISCLOSURE STATEMENT REQUIRED BY THE CONDOMINIUM ACT, 1998.

Dated 26th day of February, 2022.

I/We the undersigned acknowledge having received and read this document .

DocuSigned by:

DI CHENG

1B02DB41F9AF407...

Purchaser: DI CHENG

DocuSigned by:

MENGJIE SUN

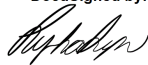
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Purchaser: MENGJIE SUN

DS

MS

DocuSigned by:



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Vendor: AMACÓN DEVELOPMENT (CITY CENTRE) CORP.
A.S.O.

*5 Tarion’s expectation is that this document be placed at the front of the purchase agreement. Compliance with the requirement to place this document at the front of the Purchase Agreement does not affect enforceability of the purchase agreement .

*6 This is the mandatory condominium addendum required to be attached to this Purchase Agreement and referred to in Regulation 165/08 under the Ontario New Home Warranties Plan Act.

VOYA

VOYA - BUILDING 2

Suite No.: 712

Unit No.: 12 Level No.: 7

THE PURCHASER ACKNOWLEDGES HAVING READ AND UNDERSTOOD ALL PROVISIONS OF THIS PURCHASE AGREEMENT, INCLUDING THOSE IN SCHEDULES “A”, “B”, “C”, “W” AND THE ADDENDUM ATTACHED TO THIS PURCHASE AGREEMENT WHICH ARE AN INTEGRAL PART HEREOF.

DATED this **26th day of February, 2022**

SIGNED, SEALED AND DELIVERED

DocuSigned by:

DI CHENG

1B62DB41F9AF467...

Purchaser: DI CHENG D.O.B. 25-Oct-90 S.I.N. --

DocuSigned by:

MENGJIE SUN

2CE58E143B7E42E...

Purchaser: MENGJIE SUN D.O.B. 11-Oct-90 S.I.N. --

The Vendor accepts the above *Offer* and agrees to complete this transaction in accordance with the terms hereof.

ACCEPTED this 27 day of FEB , 2022

Vendor's Solicitor:
McMillan LLP
Suite 4400, 181 Bay Street, Brookfield Place
Toronto, Ontario M5J 2T3
Att: New Homes and Condominiums Law Clerk

AMACON DEVELOPMENT (CITY CENTRE) CORP.
BY ITS AUTHORIZED REPRESENTATIVE

DocuSigned by:



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PER:

Seal

Vendor's Address: c/o Suite 601, 1 Yonge Street Toronto, Ontario, M5E 1E5

VOYA 2

SCHEDULE “A”

FEATURES AND FINISHES

The following are included in the purchase price:

SUITE FEATURES:

- Solid core entry door complete with smart door entry lock, door viewer and brushed chrome hardware
- Wide plank luxury vinyl 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 or terrace as per plan
- Frameless mirrored sliding doors in entry and bedroom(s) closets as per plan
- All interior walls to be painted off-white in a latex 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 appliances consist of; 24” integrated paneled refrigerator, 24” built-in electric cooktop and wall oven, 24” paneled dishwasher and 24” sleek hood fan with premium stainless-steel finish
- Track lighting fixture
- Under cabinet lighting above countertop

BATHROOM FEATURES:

- Cabinets with soft closing hardware from Vendor’s standard sample packages
- Quartz vanity countertop 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 (one bath suites) 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 and towel bar
- 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, den, bedroom(s) and walk in closet(s) as per plan
- Capped ceiling fixture provided in dining room as per plan
- Voice data wiring and coaxial cable to accommodate telephone , television, and high-speed internet access

Notes:

- 1. Luxury vinyl flooring is subject to natural variations in colour and grain. Ceramic and porcelain tile are subject to shade and colour variations.
- 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.
- 9. Ceiling Heights:

- (a) All units on Levels 2 through 7 (except for unit 3 on level 4, unit 14 on level 6, unit 14 on level 7) will have 10' ceilings.
- (b) Unit 3 on Level 4 will have 9' ceilings.
- (c) Unit 14 on Level 6 will have 9' ceilings.
- (d) Unit 14 on Level 7 will have 9' ceilings.
- (e) All other units will have 9' ceilings.
- (f) All Units on Level 36 (penthouse floor) will have 10' ceilings.

E. & O. E

DS
MS

DS
DC

DS


AGREEMENT OF PURCHASE AND SALE
Schedule "B"

VOYA - BUILDING 2

PART I - DEFINITIONS

1.1 DEFINITIONS

“**Donee**” has the meaning given to it in Section 11.1(4) of this Schedule.

“**Donor**” has the meaning given to it in Section 11.1(4) of this Schedule.

“**ECA**” has the meaning given to it in Section 9.1(3) of this Schedule.

“**Purchaser’s Solicitors**” means a solicitor in good standing with the Law Society of Ontario to represent the Purchaser, selected by the Purchaser to act for and on behalf of the Purchaser in connection with this transaction.

“**Rebate**” has the meaning given to it in Section 5.3(1) of this Schedule.

“**Residential Unit**

the Purchaser is not the same person(s) named in such a Writ of Execution(s), sufficient to enable the Vendor to obtain a clear Certificate as to Writs of Execution from the Land Registry Office .

2.3 RECEIPT OF DEPOSIT

The Vendor’s Solicitors shall provide

require acknowledgement, the Purchaser shall be in default under this Purchase Agreement and the provisions of Section 8.1 shall apply.

2.8 **VENDOR’S LIEN**

The Purchaser agrees that: (i) the Vendor shall have a vendor’s lien for unpaid purchase monies (including any monies owing for

3.4 OCCUPANCY ARRANGEMENT

The Purchaser agrees to take possession of the Purchased Home on the Firm Occupancy Date and occupy it as a licensee on the following terms and conditions:

- (1) The Property shall be occupied solely for residential purposes

improvements if they are removed, injured or destroyed. The Vendor is not liable for the Purchaser's loss occasioned by fire, theft or other casualty. 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. At the request of the Vendor, the Purchaser shall arrange to have the Vendor and any other party requested by the Vendor added as an additional insured under any of the foregoing insurance policies prior to occupancy.

provided), and the Purchaser shall be solely responsible for directly contacting the Vendor's customer service office or property management office in order to make suitable booking arrangements generally and/or with respect to the Condominium's service elevator, if applicable (with such booking being allotted on a "first come, first served" basis). Under no circumstances shall the Purchaser be entitled to any claim, refund, credit, reduction/abatement or set-off whatsoever against any portion of the Purchase Price of the Purchased Home, or against any portion of the monthly Occupancy Fees so paid or payable, if applicable) as

- (a) make such repairs as are necessary to complete this transaction and, if necessary, delay the Firm Occupancy Date in the manner permitted under the Addendum and the Occupancy Fee shall abate during the period the Residential Unit is uninhabitable;
- (b) terminate this Purchase Agreement and return to the Purchaser all deposit monies paid by the Purchaser to the Vendor, with interest payable under law if the damage to the Condominium has frustrated this Purchase Agreement at law; or
- (c) apply to a court

following ("Permitted Encumbrances") and agrees to comply with and abide by all of the terms and provisions thereof, and, shall not require any releases of same or discharges with respect thereto, or, except as provided in the Addendum, evidence (written or otherwise) that same have been complied with or are in good standing, namely:

- (a) the provisions, covenants, restrictions, easements and conditions contained in the Condominium Documents

- (o) any insurance trust agreement, if any, entered into by the Condominium or as required pursuant to the provisions of the Shared Facilities Agreements;
- (p) Instrument No. PR1015308 registered on February 16, 2006 a notice of a subdivision agreement with the Corporation of the City of Mississauga;
- (q) Instrument No. PR1901496 registered on October 4, 2010 an easement in favour of Rogers Cable Communications Inc.;
- (r) Instrument No. PR2472650 registered on December 4, 2013 a notice

VOYA 2

SCHEDULE "C"

FLOOR PLAN

SCHEDULE "C" - VOYA2
TO AGREEMENT OF
PURCHASE AND SALE

VOYA 2

AMENDMENT TO THE
AGREEMENT OF PURCHASE AND SALE
SUITE FINISHING CHANGE ORDER

BETWEEN:

AMACON DEVELOPMENT (CITY CENTRE) CORP.</

VOYA 2

AMENDMENT TO THE
AGREEMENT OF PURCHASE AND SALE
CAPPED CHARGES - 700 SQUARE FEET AND BELOW

BETWEEN:

DATED this **the 26th day of February, 2022**

WHEREAS the parties hereto have affixed their hands and seals.

SIGNED, SEALED AND DELIVERED

DATED this **the 26th day of February, 2022**

WHEREAS the parties hereto have affixed their hands and seals.

SIGNED, SEALED AND DELIVERED

DATED this **the 26th day of February, 2022**

WHEREAS the parties hereto have affixed their hands and seals.

SIGNED, SEALED AND DELIVERED

DATED this **the 26th day of February, 2022**

WHEREAS the parties hereto have affixed their hands and seals.

SIGNED, SEALED AND DELIVERED

VOYA 2

AGENT/BROKER DISCLOSURE

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

DI CHENG and

Construction Performance Guidelines

The Construction Performance Guidelines are a resource to provide advance guidance as to how Tarion may decide disputes between homeowners and builders regarding defects in work or materials. The Construction Performance Guidelines are intended to complement Ontario’s Building Code. They are supplemented by any applicable guidelines or standards produced by industry associations. They do not replace manufacturer warranties. The Construction Performance Guidelines are available in several different formats accessible via

Condominium Form
(Tentative Occupancy Date)

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 (

