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Pg 1/3

**Purchaser's Signature:**

UPGRADE SELECTION

UNIT: 3111  
ADDRESS: 4130 Parkside Village Drive  
MODEL TYPE: 1B  
KITCHEN TYPE: Linear  
PURCHASER: Rohan Jagdish Mulki

UPGRADES		
MAIN BATH: FLOOR TILE	Redum, Felia, Mofle, Ropa1224, 12x24 (Upgrade)	\$ 930.00
ENTRY, KITCHEN, HALLWAY, LIVING ROOM, DINING ROOM, DEN, BEDROOM4*	Solo SPEC-UP 52x3 (Upgrade)	\$ 2,930.00
KITCHEN APPLIANCES: OTR	Hotel Microwave OTR - HWV1472BHS - 24" (Linear Upgrade)	\$ 2,760.00
SUBTOTAL:		\$ 6,640.00
HST:		\$ 863.23
DECOR CREDIT:		
TOTAL:		\$ 7,503.23
DEPOSIT VIA VISA:		\$ 1,875.86
BALANCE DUE ON OCCUPANCY:		\$ 5,627.37

- The following are the terms for the payment of the above entry:
1. Cheque payable to Avid & Beds LLP in Trust OR via Credit Card Payment
  2. Full payment via Visa, Mastercard, or Cheque(s) for upgrades below Five Thousand Five Thousand (\$5000.00)
  3. Twenty Percent (25%) Deposit via Visa, Mastercard or Cheque(s) for upgrades above Five Thousand (\$5000.01) with the remaining balance due on Occupancy

Purchaser(s) is responsible for verifying the accuracy of the information contained within this Upgrade Agreement

Purchaser has been advised of available Upgrades offered by the Builder, and has declined any additional upgrades. Purchaser acknowledges and accepts that any further request for Upgrades of a later date may not be possible due to construction scheduling and shall remain subject to Vendor's complete discretion. All requests for Upgrades from and after the date hereof, if accepted and approved by the Vendor, shall be subject to an administration fee.. The Builder reserves the right in its sole and unfettered discretion at any time, whether before or after acceptance of a request to Upgrade, to decline to accommodate any requested Upgrades. Purchaser also acknowledges and accepts that all Upgrades charges are subject to increase based on availability and/or time of order. All Upgrade and/or change requests are final and binding on the Purchaser once approved and accepted by the Builder. No credit is available for any deletion of selected Upgrade or change request, once approved by the Builder. Payment of deposit is to be made at time of order by way of either valid credit card transaction or personal cheque made payable to Avid & Beds LLP in Trust. All Upgrade deposits will be held in trust with Builder's solicitor pending completion, permitted release to the Builder or termination of the transaction as contemplated by the Agreement of Purchase and Sale.

Vendor: 

Purchaser's Signature: 

Purchaser's Signature: \_\_\_\_\_

# AVIA2

## TERMS AND CONDITIONS

UNIT: 3111  
ADDRESS: 4130 Parkside Village Drive  
PURCHASER: Rohan Jagdish Mulki

The Purchaser acknowledges and agrees that the Vendor's obligation to install the chosen finishing selections is conditional and subject to the following terms and conditions.

1. Finishing choices are from Vendor's samples. Colour, texture, appearance, grain, etc. of all installed materials may vary from Vendor's samples due to manufacturing, natural variations in colour, product and installation process. The Purchaser acknowledges that the Vendor accepts no responsibility in the event that a chosen selection becomes subsequently unavailable for any reason whatsoever. If the Vendor is unable or unwilling to supply any of the Purchaser's selections, the Purchaser will, at the request of the Vendor, choose an alternate selection from the Vendor's samples within five (5) business days of being notified by the Vendor to do so. If the Purchaser does not re-select within five (5) business days, the Vendor will make such selections, which selections shall be final and binding on the Purchaser.
2. Where the Purchaser has made Upgrade selections or requested changes that are subject to additional charge, and provided the Vendor or its Sales Representative has notified the Purchaser of its agreement to complete same and the cost[s] for such Upgrade or change request, the Purchaser shall pay the total amount owing by certified cheque to the Vendor within seven (7) business days from being so notified. All cheques are to be made payable to Aird & Berle LLP, in trust. Failure to pay the Upgrade or change request fees within the permitted time shall constitute a default under the Agreement of Purchase and Sale and, in such event, the Vendor may, at its option and without further notice, complete the unit to its original specifications.
3. The value of any credit[s] issued to the Purchaser for incomplete or deleted items, where applicable, shall be calculated by the Vendor in its sole and unfettered discretion and shall be non-negotiable. Credit[s], where applicable, shall be adjusted on the final closing Statement of Adjustments.
4. The Purchaser acknowledges and agrees that there shall be no change, alteration or deletion from this finishing selections sheet after acceptance by the Vendor.
5. If any Upgrade or item of finishing remains incomplete in whole or in part on the Occupancy Date, the Purchaser shall accept, without holdback, the Vendor's undertaking to complete such upgrade or item of finishing as soon as possible following occupancy closing. In the event the Vendor elects not to provide or install any selected upgrade or item of finishing that is at additional cost, the Vendor shall refund to the Purchaser by way of an adjustment on the final Statement of Adjustments that portion of the amount paid by the Purchaser allocated to the particular Upgrade or item of finishing not provided. The value of such adjustment to be determined by the Vendor in its sole and unfettered discretion. The said adjustment shall be accepted by the Purchaser as full and final settlement of any claim the Purchaser may have with respect to the said Upgrade or item of finishing and the Purchaser shall complete the closing (whether occupancy or final) without delay, condition or holdback.
6. In the event the purchase and sale transaction is not completed for any reason, the Vendor shall be entitled to retain the full payment for any Upgrade or change request. All sums so paid are acknowledged by the purchaser to be non-refundable.

ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT OF PURCHASE AND SALE TO REMAIN THE SAME AND CONTINUE IN FULL FORCE AND EFFECT, AND TIME REMAINS OF THE ESSENCE

DATED at MISSISSAUGA this 27<sup>th</sup> of MAY, 2022

Witness Signature: [Signature] Purchaser Signature: [Signature] Purchaser Signature: \_\_\_\_\_

THE UNDERSIGNED hereby accepts this offer.

DATED at Toronto this 13 of June, 2022

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: [Signature]  
I have the authority to bind the corporation

APPA 2 #311

----- TRANSACTION RECORD -----

AMACON  
856 HOMER ST 500  
VANCOUVER BC

Purchase

May 27, 2022 15:16:28  
VISA \*\*\*\*\*4336

Entry: Chip (C)  
Ref#: 488-1D2147549882187  
Auth#: 08861P Response:  
01-027

Order: MCO1653678987063  
Username: DecoI2022

Amount \$ 1 875.86

A0000000031010 Visa Credit  
TVR 0080008000 TSI E800

Approved  
VERIFIED BY PIN

