

Reply to the Attention of	Gillian Eliahoo
Direct Line	647.943.8066
Email Address	Gillian.eliahoo@mcmillan.ca
Our File No.	281016
Date	November 28, 2023

Delivered by Email: ramsor8573@gmail.com

Rajesh Ramsoondar
23 Neopolitan Rd
Brampton, ON L6Y 5N9

**RE: Amacon Development (City Centre) Corp. (the "Vendor")
sale to Rajesh Ramsoondar (the "Purchaser")
Unit 13, Level 3, PSCP TBR, City of Mississauga
Suite 313, Voya – Building 2 (the "Suite")**

As you are aware, we are the solicitors acting on behalf of the Vendor in the above noted transaction.

We had notified you on February 16, 2023 and again on March 24, 2023, that you were in default under the agreement of purchase and sale accepted on February 28, 2022 between the Vendor and the Purchaser, as amended from time to time (the "**Purchase Agreement**"), as you failed to provide replacement cheques for the following deposits which were returned by the bank for non-sufficient funds:

- Paragraph 1(b) of the Purchase Agreement - Deposit representing the balance of 5% of the Purchase Price (in the amount of \$29,795.00) payable on the 30th day following execution of the Purchase Agreement (the "**NSF Second Deposit Cheque**");
- Paragraph 1(c) of the Purchase Agreement - Deposit representing 2.5% of the Purchase Price (in the amount of \$17,398.00) payable on the 90th day following execution of the Purchase Agreement (the "**NSF Third Deposit Cheque**");
- Paragraph 1(d) of the Purchase Agreement - Deposit representing 2.5% of the Purchase Price (in the amount of \$17,398.00) payable on the 180th day following execution of the Purchase Agreement (the "**NSF Fourth Deposit Cheque**");
- Paragraph 1(e) of the Purchase Agreement - Deposit representing 2.5% of the Purchase Price (in the amount of \$17,398.00) payable on the 240th day following execution of the Purchase Agreement (the "**NSF Fifth Deposit Cheque**");

together the "**NSF Deposit Cheques**").

The Vendor had reached out to you and made a request for the replacement cheques for the NSF Deposit Cheques. We confirm that as of the date of this letter, neither the Vendor nor McMillan LLP have received replacement cheques for the NSF Deposit Cheques.

You were allowed until February 23, 2023 to provide the Vendor with the replacements of the NSF Deposit Cheques. We confirm that as of the date of this letter, neither the Vendor nor McMillan LLP have received the requisite deposits and you are in default under the terms of Section 8.1 of Schedule "B" to the Purchase Agreement.

You were further allowed until March 31, 2023 to provide the Vendor with the replacements of the NSF Deposit Cheques. We confirm that as of the date of this letter, neither the Vendor nor McMillan LLP have received the requisite deposits and you are in default under the terms of Section 8.1 of Schedule "B" to the Purchase Agreement.

We hereby confirm that you are in default under the terms of Section 8.1 of Schedule "B" to the Purchase Agreement as a result of your inability to provide the NSF Deposit Cheques in accordance with the terms and conditions of the Purchase Agreement. The Vendor is hereby terminating the Purchase Agreement and this letter shall serve as your notice thereof on behalf of our client. The Vendor reserves all of its rights and remedies against you at law or in equity, including without limitation, declaring the Purchase Agreement at an end, retaining any monies paid by you, including any deposits together with all Interest, requiring the performance of the Purchase Agreement and/or payment of damages for breach of the Purchase Agreement, recovering all damages and losses arising from the default under the Purchase Agreement, and recovering the Vendor's full indemnity costs against you.

All capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Purchase Agreement.

Yours very truly,
McMillan LLP

*Gillian Eliahoo **

Gillian Eliahoo
Counsel

** Executed pursuant to the Electronic Commerce Act*