

# THE RESIDENCES AT PARKSIDE VILLAGE (TOWER 1)

## COLOUR SELECTION – TERMS AND CONDITIONS

4065 Brickstone Mews, Mississauga, ON. Suite # 206 Unit # 6 Level 2.00 Floor Plan 17

PURCHASER: ANNETTE MACARO

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

- a) Finishing specifications are from Vendor's samples. Colour, texture, appearance etc. of all materials may vary from Vendor's samples due to manufacturing and installation process. The Purchaser acknowledges that the Vendor accepts no responsibility in the event that a selection becomes unavailable for any reason whatsoever. If the Vendor is unable to supply any of the above noted selections, the Purchaser will at the request of the Vendor choose alternative selection from the Vendor's Samples within seven (7) business days of being notified by the Vendor to do so. If the Purchaser does not reselect within such seven (7) business days then the Vendor will make such selections for the Purchaser.
- b) At such time as the Vendor or its Sales Representatives notifies the Purchaser as to the cost(s), the Purchaser shall pay said amount to the Vendor, within seven (7) business days from being so notified. Cheques should be made payable to Harris Sheaffer LLP in Trust. Failure to pay for said finishing option(s) as agreed herein shall be deemed by the Vendor as the Purchaser's rescinding of said finishing option(s) requested and the Vendor shall be at liberty to complete the unit to its original specifications.
- c) Any credit(s) issued to the Purchaser as a result of item(s) to be deleted, shall be based on credit(s) issued to the Vendor by the subcontractor/trades responsible for the item(s) so deleted, and in this regard the Purchaser acknowledges that said credit(s) are calculated on contract prices for the entire project and may be substantially less than retail prices normally charged for such item(s).
- d) The Purchaser acknowledges and agrees that there shall be no change, alteration or deletion from this request after it has been accepted by the Vendor.
- e) If any of the upgrade(s) and finish(es) ordered by the Purchaser remain incomplete in whole or in part on the Confirmed Possession Date, the Vendor may provide an undertaking to complete the upgrade(s) and finish(es) within a reasonable period of time which the Purchaser shall accept without any holdback; or not provide the upgrade(s) and finish(es) or not complete the upgrade(s) and finish(es) in its sole discretion where upon the Vendor shall refund to the Purchaser by an adjustment on the Closing Date that portion of the amount paid by the Purchaser as allocated to the upgrade(s) and finish(es) which were not provided or remain incomplete as determined by the Vendor, which credit shall be accepted by the Purchaser as full and final settlement of any claim the Purchaser may have with respect to the upgrade(s) and finish(es) which were not provided or are incomplete.

- f) In consideration of the Vendor processing these finishing option(s), should the purchase and sale transaction not be completed for any reason, the Vendor will retain the full amount of payment for any finishing option(s) the Vendor agreed to supply and/or install at an additional cost. All moneys paid for finishing options(s) will not be refunded.

E. & O.E.

ALL OTHER TERMS AND CONDITIONS CONTAINED IN THE SAID OFFER TO PURCHASE REMAIN THE SAME AND IN FULL FORCE AND EFFECT.

AGREED BY:

WITNESS:

WITNESS:

PURCHASER:

ANNETTE MACARO

01-Feb-11

DATE

VENDOR:

PER: AMACON DEVELOPMENT (CITY CENTRE) CORP.

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