

THE PARK RESIDENCES AT PARKSIDE VILLAGE

AGREEMENT OF PURCHASE AND SALE

The undersigned, **NATASHA GADIWALLA** and **RONY DINYAR GADIWALLA** (collectively, the "Purchaser"), hereby agrees with **AMACON DEVELOPMENT (CITY CENTRE) CORP.** (the "Vendor") to purchase the proposed residential unit noted above, substantially as outlined for identification purposes only on the floor plan attached hereto as Schedule "C", and finished substantially in accordance with the features and finishes described in Schedule "A" hereto annexed, together with **one (1)** parking unit and **one (1)** locker unit to be allocated by the Vendor in its sole discretion and which may be re-designated by the Vendor, in its sole discretion, being (proposed) unit(s) in the Condominium, to be registered against those lands and premises situated in the City of Mississauga, Regional Municipality of Peel, being presently comprised of a portion of Part of Lot 19, Concession 2, North of Dundas Street (hereinafter called the "Property"), together with an undivided interest in the common elements appurtenant to such unit(s) and the exclusive use of those parts of the common elements attaching to such unit(s), as set out in the proposed Declaration (collectively, the "Unit") on the following terms and conditions:

PURCHASE PRICE:

1. The purchase price of the Unit (the "Purchase Price") is **Three Hundred Sixteen Thousand Nine Hundred (\$316,900.00)) DOLLARS** in lawful money of Canada, inclusive of HST as set out in and subject to paragraph 6 (g) of this Agreement, payable as follows:

- (a) to Harris, Sheaffer LLP, in Trust, (the "Vendor's Solicitors" or "Escrow Agent" or "Trustee") in the following amounts at the following times, by cheque or bank draft, as deposits pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date:
 - (i) the sum of **Two Thousand (\$2,000.00)** Dollars submitted with this Agreement;
 - (ii) the sum of **Thirteen Thousand Eight Hundred Forty-Five (\$13,845.00)** Dollars submitted with this Agreement and post dated thirty (30) days following the date of execution of this Agreement by the Purchaser;
 - (iii) the sum of **Fifteen Thousand Eight Hundred Forty-Five (\$15,845.00)** Dollars submitted with this Agreement and post dated ninety (90) days following the date of execution of this Agreement by the Purchaser;
 - (iv) the sum of **Fifteen Thousand Eight Hundred Forty-Five (\$15,845.00)** Dollars submitted with this Agreement and post dated one hundred and twenty (120) days following the date of execution of this Agreement by the Purchaser;
- (b) the sum of **Fifteen Thousand Eight Hundred Forty-Five (\$15,845.00)** Dollars by certified cheque or bank draft on the Occupancy Date;
- (c) the balance of the Purchase Price by certified cheque on the Unit Transfer Date, subject to the adjustments hereinafter set forth;
- (d) the Purchaser agrees to pay the sum as hereinbefore set out in sub-paragraphs 1(a) and 1(b) as deposits by cheque payable to the Escrow Agent with such last-mentioned party to hold such funds in trust as the escrow agent acting for and on behalf of the Taron Warrantly Corporation ("TWC") under the provisions of a Deposit Trust Agreement ("DTA") with respect to this proposed condominium on the express understanding and agreement that as soon as prescribed security for the said deposit money has been provided in accordance with Section 81 of the *Condominium Act*, the Escrow Agent shall be entitled to release and disburse said funds to the Vendor (or to whomsoever and in whatsoever manner the Vendor may direct).

OCCUPANCY DATE/UNIT TRANSFER DATE:

2. (a) The Purchaser shall occupy the Unit on **December 16, 2013** or such extended or accelerated date that the Unit is substantially completed by the Vendor for occupancy by the Purchaser in accordance with the terms of this Agreement (the "Occupancy Date").
- (b) The transfer of title to the Unit shall be completed on the later of the Occupancy Date or a date established by the Vendor in accordance with Paragraph 14 hereof (the "Unit Transfer Date").
- (c) In the event that the Agreement is executed and accepted by the Vendor while the Purchaser is in attendance at the sales office then, in such event, the Purchaser acknowledges that the completion of the transaction contemplated by this Agreement is conditional for a period of three (3) days from the date of mutual acceptance of this Agreement, upon the head office of the Vendor approving this Agreement. In the event that no notice of termination for non-satisfaction of this condition has been delivered by the Vendor to the Purchaser within this three (3) day period then the condition shall be deemed to have been irrevocably waived and satisfied with no further notice being required to be delivered by the Vendor. In the event that the Agreement is not executed and accepted by the Vendor while the Purchaser is at the sales office then, notwithstanding anything herein contained to the contrary, if the Purchaser has not delivered to the Vendor an acknowledgment of receipt of each of the Vendor's disclosure statement and a copy of this Agreement duly executed by both parties hereto in order to evidence the commencement of the Purchaser's ten (10) day statutory rescission period by no later than the third day following the date of the Purchaser's execution of this Agreement, then the Vendor may terminate the Agreement at any time thereafter upon delivery of written notice to the Purchaser.

Additional Provisions and Schedules :

Paragraphs 3 through 50 and the following Schedules are integral parts of this Agreement and are contained on subsequent pages.

- Schedule "A" - Features and Finishes
- Schedule "B" - Terms of Occupancy Licence
- Schedule "C" - Floor Plan of Residential Unit

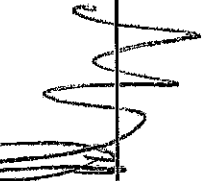
The Purchaser acknowledges that he or she received all pages of, schedules and addendums to this Agreement.

DATED at Mississauga, Ontario this 27 day of May 2012.

The undersigned accepts the above offer and agrees to complete this transaction in accordance with the terms thereof.

SIGNED, SEALED AND DELIVERED

In the Presence of:


Witness: _____

Purchaser: 
NATASHA GADIWALLA

October 17, 1981 --
Date of Birth: SIN:

T083180000
Drivers License #:

Purchaser's Solicitor:

Purchaser Address:
**2835 NORTH JUNIPER AVE.
BROKEN ARROW, OKLAHOMA
74102-0894**
Purchaser Telephone(s): 
(918) 615-6915 (H)
(B)

Purchaser E-mail(s):

SIGNED, SEALED AND DELIVERED

In the Presence of:


Witness: _____

Purchaser: 
RONY DINYAR GADIWALLA

August 26, 1980 --
Date of Birth: SIN:

P083180012
Drivers License #:

DATED at TORONTO this 28 day of MAY 2012.

VENDOR'S SOLICITOR
HARRIS, SHEAFFER LLP
Suite 610 - 4100 Yonge Street
Toronto, Ontario M2P 2B5
Attn: Jeffrey P. Silver

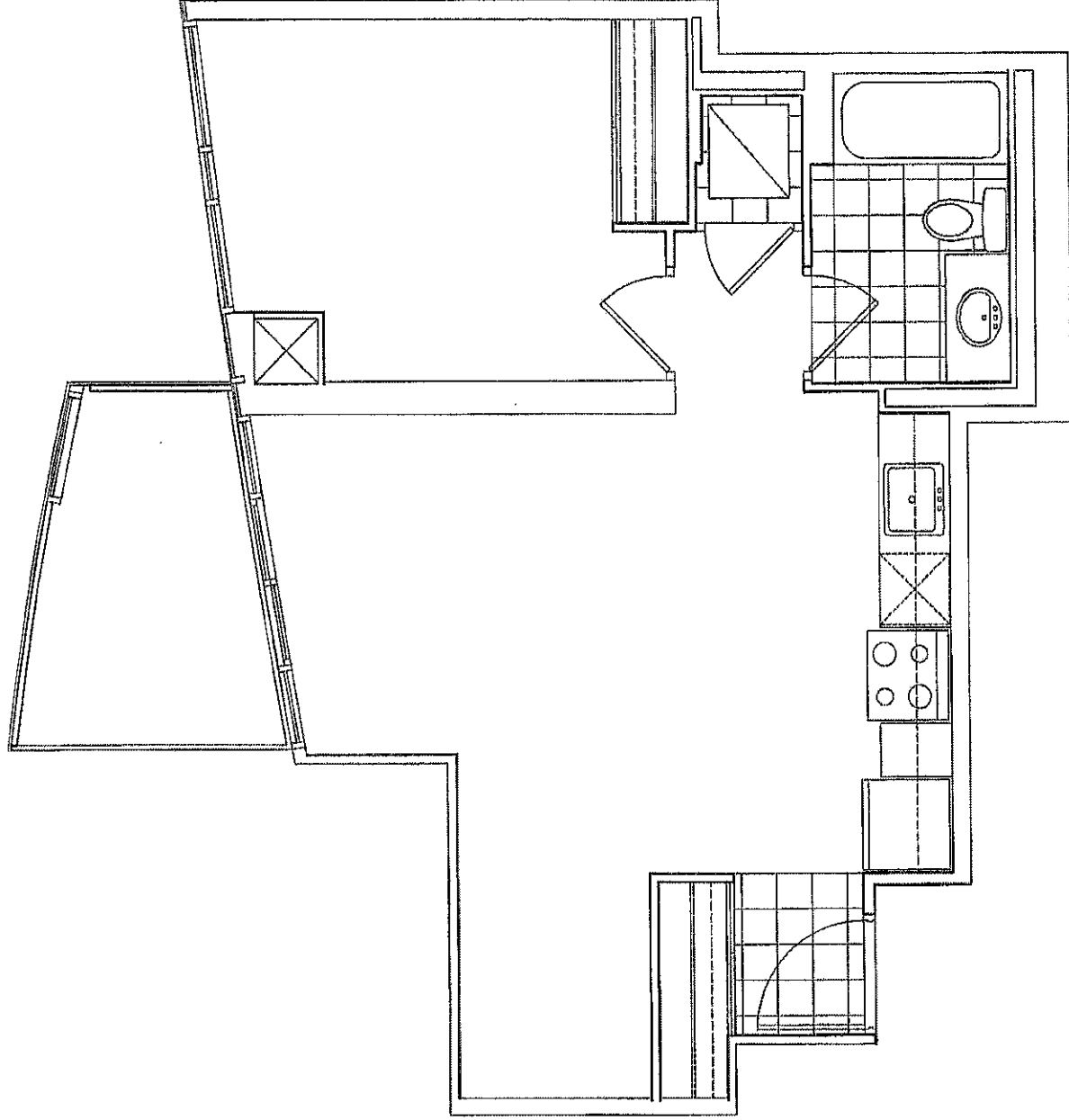
AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: 
Authorized Signatory Officer
I have the authority to bind the Corporation

SCHEDULE "C"

TO AGREEMENT OF
PURCHASE AND SALE

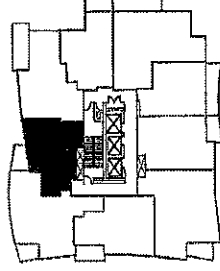
Unit 9 , Level 35 , Suite 3609



This plan is not to be scaled and is subject to architectural review and revision, including, without limitation, the Unit being constructed with a layout that is the reverse of that set out above. All details and dimensions, if any, are approximate, and subject to change without notice in order to comply with building site conditions, and municipal, structural and Vendor and / or architectural requirements. Floor plans and dimensions, if any, are subject to change without notice. Balconies and Terraces are exclusive use common elements, shown for display purposes only and location and size are subject to change without notice. Materials and specifications are as per vendor's samples and are subject to change without notice. Window size and type may vary.

E.&O.E.

KEY PLAN



BUILDING
NORTH

Purchaser's Initials

AVG.

Purchaser's Initials

AVG.

Vendor's Initials

25 FEB 2011

THE PARK RESIDENCES AT PARKSIDE VILLAGE - TOWER 3
ADDENDUM TO SCHEDULE "A" OF THE AGREEMENT OF PURCHASE AND SALE
LOWER PENTHOUSE FEATURES AND FINISHES

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

NATASHA GADIWALLA and RONY DINYAR GADIWALLA (the "Purchaser")

Suite **LPH-9 Tower 3 Unit 9 Level 35** (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following change(s) shall be made to the above-mentioned Agreement of Purchaser and Sale, and except for such change(s) noted below, all other terms and conditions of the Agreement shall remain as stated therein, and time shall continue to be of the essence.

The following features and finishes are included in the Purchase Price and where applicable shall replace and supersede any standard items as otherwise set out under Schedule "A".

SUITE FEATURES

- Pre-finished engineered hardwood flooring in living room, dining room, den and hallways as per plans and from Vendor's standard sample
- Oversized baseboards and door casings throughout

KITCHEN

- Square edge granite kitchen countertop from Vendors sample package as per floor plans
- Under mounted, stainless steel kitchen sink as per floor plans
- Upper cabinet kitchen valence lighting as per plans
- Stainless steel kitchen appliances consisting of ceran glass top electric range, bottom freezer refrigerator, tall tub dishwasher, microwave hood fan from Vendor's sample package as per plans

BATHROOMS

- Marble vanity countertop with under mounted sink
- Jetted tub in master bedroom ensuite as per plans where applicable
- 3 panel mirrored bathroom vanity medicine cabinet from Vendor's sample package
- Wall mounted shower rain head in master ensuite and main bathroom from Vendor's sample package as per plans

LAUNDRY

- Front loading stacking washer/dryer

DATED at Mississauga, Ontario this 27 day of May 2012.

Witness:

Purchaser: NATASHA GADIWALLA

Witness:

Purchaser: RONY DINYAR GADIWALLA

THE UNDERSIGNED hereby accepts this offer.

DATED at TORONTO this 28 day of MAY 2012.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:


Authorized Signing Officer

I have the authority to bind the Corporation

THE PARK RESIDENCES AT PARKSIDE VILLAGE

PURCHASER'S ACKNOWLEDGEMENT

AMACON DEVELOPMENT (CITY CENTRE) CORP. (the "Vendor/Declarant")

Sale to **NATASHA GADIWALLA and RONY DINYAR GADIWALLA** (the "Purchaser")

Suite **LPH-9** Tower **3** Unit **9** Level **35** (the "Unit") and any related parking or locker units in connection therewith in the proposed condominium project being marketed and developed by the Vendor/Declarant as "The Park Residences at Parkside Village-Tower Three" (the "**Condominium Project**") in the City of Mississauga, Regional Municipality of Peel.

THE UNDERSIGNED, being the Purchaser(s) of the above-noted Residential Unit hereby acknowledge(s) having received from the Vendor/Declarant, the following documentation pertaining to the Condominium Project:

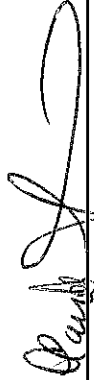
1. The current Disclosure Statement (including the Table of Contents).
2. The proposed Budget Statement for the one year period immediately following the registration of the Condominium Project and monthly common expense by unit type schedule.
3. The proposed Declaration.
4. The proposed By-Law No. 1.
5. The proposed By-Law No. 2 together with (draft) Three-Way Shared Facilities Agreement among the Tower Condominiums.
6. The proposed By-Law No. 3 together with (draft) Reciprocal Easement Cost Sharing Agreement between the Tower Condominiums and the Commercial Component.
7. The proposed Rules governing the use of the units and common elements.
8. The proposed Management Agreement.
9. The preliminary draft Plan of Condominium.
10. A copy of the Schedule which the Vendor (/Declarant) intends to deliver to the condominium corporation, pursuant to Section 43(5) (h) of the Condominium Act (Ontario), setting out what constitutes a standard unit for each class of unit.
11. A copy of the fully executed Agreement of Purchase and Sale by the Vendor and Purchaser.

The Purchaser hereby acknowledges that the purpose of a disclosure statement is to enable the Purchaser to review the documents which will govern this proposed Condominium Project and to make a determination as to whether the Purchaser wishes to complete the purchase and sale transaction set out in the Agreement of Purchase and Sale.

The Purchaser is hereby advised that the Purchaser is entitled to rescind the Agreement of Purchase and Sale and receive the return of the deposit monies provided for in the Agreement of Purchase and Sale without interest or deduction by delivering written notice to the Vendor or its solicitor within ten (10) days of the later of the date that the Purchaser receives the Disclosure Statement and the date that the Purchaser receives a copy of the Agreement of Purchase and Sale executed by the Vendor/Declarant and the Purchaser, being the date of this Acknowledgment.

DATED at **Mississauga, Ontario** this 21 day of may 2012.

Witness:




Purchaser: **NATASHA GADIWALLA**



Witness:

Purchaser: **RONY DINYAR GADIWALLA**



**THE PARK RESIDENCES AT PARKSIDE VILLAGE
AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE**

Between: AMACON DEVELOPMENT (CITY CENTRE) CORP. (the "Vendor") and
NATASHA GADIWALLA and RONY DINYAR GADIWALLA (the "Purchaser")

Suite LPH-9 Tower 3 Unit 9 Level 35 (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following change(s) shall be made to the above-mentioned Agreement of Purchase and Sale, and except for such change(s) noted below, all other terms and conditions of the Agreement shall remain as stated therein, and time shall continue to be of the essence.

DELETE:

(iii) the sum of **Fifteen Thousand Eight Hundred Forty-Five (\$15,845.00)** Dollars submitted with this Agreement and post dated ninety (90) days following the date of execution of this Agreement by the Purchaser;

(iv) the sum of **Fifteen Thousand Eight Hundred Forty-Five (\$15,845.00)** Dollars submitted with this Agreement and post dated one hundred and twenty (120) days following the date of execution of this Agreement by the Purchaser;

INSERT:

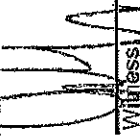
(iii) the sum of **Fifteen Thousand Eight Hundred Forty-Five (\$15,845.00)** Dollars submitted with this Agreement and post dated one hundred and twenty (120) days following the date of execution of this Agreement by the Purchaser;

(iv) the sum of **Fifteen Thousand Eight Hundred Forty-Five (\$15,845.00)** Dollars submitted with this Agreement and post dated two hundred and seventy (270) days following the date of execution of this Agreement by the Purchaser;

Dated at Mississauga, Ontario this 27 day of Nov 2012.

SIGNED, SEALED AND DELIVERED

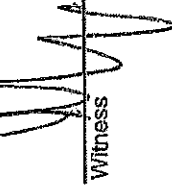
In the presence of:



Witness



Purchaser - NATASHA GADIWALLA



Witness



Purchaser - RONY DINYAR GADIWALLA

Accepted at Toronto this 28 day of MAY 2012.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per. 

Authorized Signing Officer
I have the authority to bind the Corporation.

**THE PARK RESIDENCES AT PARKSIDE VILLAGE
ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE**

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

NATASHA GADIWALLA and RONY DINYAR GADIWALLA (the "Purchaser")

Suite **LPH-9** Tower **3** Unit **9** Level **35** (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following change(s) shall be made to the above-mentioned Agreement of Purchase and Sale, and except for such change(s) noted below, all other terms and conditions of the Agreement shall remain as stated therein, and time shall continue to be of the essence.

DELETE:

N/A

INSERT:

In the event that the Purchaser provides to the Vendor a current, binding and unconditional mortgage commitment in accordance with the notice requirements of the Agreement of Purchase and Sale of not less than 85% of the Purchase Price no later than 30 days from the date of acceptance of the Agreement of Purchase and Sale, the Vendor shall agree to change the required deposits as stated on Page 1, Paragraph 1 (b) in the Agreement of Purchase of Sale at the Occupancy Date

Provided the above requirements are satisfied, the Purchaser and Vendor agree to execute an Amendment deleting the said deposit, failing which this Amendment shall become null and void.

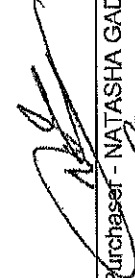
Dated at Mississauga, Ontario this 27 day of May 2012.

SIGNED, SEALED AND DELIVERED

In the Presence of:

Witness

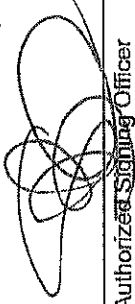
Witness


Purchaser - NATASHA GADIWALLA


Purchaser - RONY DINYAR GADIWALLA

Accepted at TORONTO this 28 day of MAY 2012.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per. 

Authorized Signatory Officer

I have the authority to bind the Corporation.

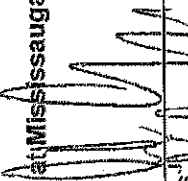
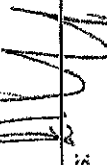
c/s

THE PARK RESIDENCES AT PARKSIDE VILLAGE
ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE
DECORATING ALLOWANCE INCENTIVE

Between: AMACON DEVELOPMENT (CITY CENTRE) CORP. (the "Vendor") and
NATASHA GADIWALLA and RONY DINYAR GADIWALLA (the "Purchaser")
Suite **LPH-9** Tower **3** Unit **9** Level **35** (the "Unit")

- (a) In further consideration of the Purchaser entering into this Agreement and provided that the Purchaser is not in default at any time under this Agreement, the Vendor agrees to credit the Purchaser:
A decorating allowance of **Ten Thousand Dollars (\$10,000)**. The Purchaser and Vendor acknowledge and agree that the Vendor shall credit the decorating allowance on the statement of adjustments for the Property on the Unit Transfer Date.
- (b) The Vendor's obligation to provide the Decorating Allowance is personal to the Purchaser and is not transferable or assignable and shall automatically terminate without notice or any further process, if this Agreement (or any interest therein) or title to the Property is transferred or assigned by the Purchaser (even though the Vendor may have consented to such transfer or assignment). Furthermore, and without limiting anything contained herein: (i) the provisions of the Decorating Allowance shall automatically terminate without notice or any further process if the Purchaser defaults in any of the provisions of the Agreement and notwithstanding that such default is cured or rectified; and (ii) the Vendor's obligation to provide the Decorating Allowance is conditional upon the Purchaser closing on the transaction contemplated under the Agreement.
- (c) The Purchaser acknowledges that pursuant to paragraph 6 (g) of the Agreement, the Purchaser assigns and transfers to the Vendor all of the Purchaser's right, title and interest in and to the Rebate and authorizes and directs the relevant Governmental Authorities to pay or credit the Rebate directly to the Vendor.

DATED at Mississauga, Ontario this 27 day of May 2012.

 _____ Witness:	 _____ Purchaser: NATASHA GADIWALLA
 _____ Witness:	 _____ Purchaser: RONY DINYAR GADIWALLA

THE UNDERSIGNED hereby accepts this offer.

DATED at TORONTO this 28 day of MAY 2012.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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