

Condominium Form (Tentative Occupancy Date)

Property

PSV Tower TWO

Suite: 607

Municipal Address: (If Applicable)

Statement Of Critical Dates

Delayed Occupancy Warranty

This Statement of Critical Dates forms part of the Addendum to which it is attached, which in turn forms part of the agreement of purchase and sale between the Vendor and the Purchaser relating to the Property. The Vendor must complete all blanks set out below.

NOTE TO HOME BUYERS: Please visit Tarion's website: www.tarion.com for important information about all Tarion's warranties including the Delayed Occupancy Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. You can also obtain a copy of the Homeowner Information Package which is strongly recommended as essential reading for all home buyers. The website features a calculator which will assist you in confirming the various Critical Dates related to the occupancy of your condominium unit.

VENDOR

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PURCHASER

FAUZIA BABAR and ZIAUDDIN BABAR

1. Critical Dates

The First Tentative Occupancy Date, which is the date that the Vendor anticipates the condominium home will be completed and ready to move in, is:

the 1st day of December, 2015.

The Vendor can delay Occupancy on one or more occasions by setting a subsequent Tentative Occupancy Date, in accordance with section 3 of the Addendum by giving proper written notice as set out in section 3.

By no later than 30 days after completion of the roof slab or of the roof trusses and sheathing, as the case may be, with 90 days prior written notice, the Vendor shall set either (i) a Final Tentative Occupancy Date; or (ii) a Firm Occupancy Date.

If the Vendor sets a Final Tentative Occupancy Date but cannot provide Occupancy by the Final Tentative Occupancy Date, then the Vendor shall set a Firm Occupancy Date that is no later than 120 days after the Final Tentative Occupancy Date, with proper written notice as set out in section 3 below.

If the Vendor cannot provide Occupancy by the Firm Occupancy Date, then the Purchaser is entitled to delayed occupancy compensation (see section 9 of the Addendum) and the Vendor must set a Delayed Occupancy Date which cannot be later than the Outside Occupancy Date.

The Outside Occupancy Date, which is the latest date by which the Vendor agrees to provide Occupancy, is:

the 2nd day of January, 2019.*

2. Notice Period for an Occupancy Delay

Changing an Occupancy date requires proper written notice. The Vendor, without the Purchaser's consent, may delay occupancy one or more times in accordance with section 3 of the Addendum and no later than the Outside Occupancy Date.

Notice of a delay beyond the First Tentative Occupancy Date must be given no later than: (i.e., 90 days before the First Tentative Occupancy Date), or else the First Tentative Occupancy Date automatically becomes the Firm Occupancy Date.

the 2nd day of September, 2015.

3. Purchaser's Termination Period

If the condominium home is not complete by the Outside Occupancy Date, and the Vendor and the Purchaser have not otherwise agreed, then the Purchaser can terminate the transaction during a period of 30 days thereafter (the "Purchaser's Termination Period"), which period could end as late as:

the 1st day of February, 2019.*

If the Purchaser terminates the transaction during the Purchaser's Termination Period, then the Purchaser is entitled to delayed occupancy compensation and to a full refund of all monies paid plus interest (see sections 9, 11 and 12 of the Addendum).

Note: Anytime a Critical Date is set or changed as permitted in the Addendum, other Critical Dates may change as well. At any given time the parties must refer to the most recent agreement or written notice that sets a Critical Date, and calculate revised Critical Dates using the formulascontained in the Addendum. Critical Dates can also change if there are unavoidable delays (see section 7 of the Addendum

Acknowledged this 27th day of March, 2014.

VENDOR:

PURCHASER:

ZuaBabaj

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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 (the "Purchase Agreement") between the Vendor and the Purchaser relating to the Property. It contains important provisions that are part of the delayed closing warranty provided by the Vendor in accordance with the Ontario New Home Warranties Plan Act (the "Act"). If there are any differences between the provisions in the Addendum and the Purchase Agreement, then the Addendum provisions shall prevail. PRIOR TO SIGNING THE PURCHASE AGREEMENT OR ANY AMENDMENT TO IT, THE PURCHASER SHOULD SEEK ADVICE FROM A LAWYER WITH RESPECT TO THE PURCHASE AGREEMENT OR AMENDING AGREEMENT, THE ADDENDUM AND THE DELAYED CLOSING WARRANTY.

The Vendor shall complete all blanks set out below.

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VENDOR	!			¥.				
	AMACON DEVELOPMENT (CITY CENTRE) CORP. Full Name(s)							
	38706 Tarion Registration Number	Suite 400, 37 Bay Street						
	(416) 369-9069 Phone	Toronto City	Ontario Province		M5J 3E Postal	2		
	(416) 369-9068 Fax	info@amacon.com Email						
PURCHAS	SER							
	FAUZIA BABAR and ZIAUDDIN BABAR							
	7385 MAGISTRATE TERR Apt# 38							
	Address (905) 956-2816	MISSISSAUGA	ONTARIO Province		L5W 1V	N8		
	Phone	City fauzia.babar@gmail.co Email						
PROPERTY DESCRIPTION								
	Municipal Address	is .						
	City Province			Postal Code				
nergy time to the control of the con	Suite 607 Unit 7 Level 6 Region: Peel Short Legal Description							
INFORMATION REGARDING THE PROPERTY								
The Vend	dor confirms that:							
(a) The Vendor has obtained Formal Zoning Approval for the Building.				•	Yes	0 1	10	
If no, the Vendor shall give written notice to the Purchaser within 10 days after the date that Formal Zoning Approval for the Building is obtained.								
(d) Commencement of Construction: Ohas occurred; or ●is expected to occur by December 01, 2014								
The Vend	The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.							

