

The undersigned, (**HARDESH KUMAR MARWAHA**) and **MITMAN FINANCIAL INVESTMENTS** (collectively, the "**Purchaser**"), hereby agrees with **Amacon Development (City Centre) Corp.** (the "**Vendor**") to purchase the above-noted Residential Unit, as outlined for identification purposes only on the sketch attached hereto as Schedule "A", together with 1 Parking Unit(s), and 1 Storage Unit(s), to be located in the proposed condominium project knows as PSV - Tower One in Mississauga, Ontario, Canada (the "**Project**") together with an undivided interest in the common elements appurtenant to such units and the exclusive use of those parts of the common elements attaching to such units, as set out in the proposed Declaration (collectively, the "**Unit**") on the following terms and conditions:

1. The purchase price of the Unit (the "**Purchase Price**") is **Two Hundred Eighty-Five Thousand Nine Hundred (\$285,900.00)** DOLLARS inclusive of HST as set out in paragraph 6 (f) of this agreement, in lawful money of Canada, payable as follows:
 - (a) to Blaney McMurtry LLP (the "Vendor's Solicitors"), in Trust, 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 Closing Date:
 - (i) the sum of **Two Thousand (\$2,000.00)** Dollars submitted with this Agreement;
 - (ii) the sum of **Twelve Thousand Two Hundred Ninety-Five (\$12,295.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i) and (ii) to five (5%) percent of the Purchase Price 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 **Fourteen Thousand Two Hundred Ninety-Five (\$14,295.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii) and (iii) to ten (10%) percent of the Purchase Price 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 **Fourteen Thousand Two Hundred Ninety-Five (\$14,295.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii) and (iv) to fifteen (15%) percent of the Purchase Price submitted with this Agreement and post dated one hundred and twenty (120) days following the date of execution of this Agreement by the Purchaser; and
 - (v) the sum of **Twenty-Eight Thousand Five Hundred Ninety (28,590.00)** Dollars so as to bring the total of the deposits set out in subparagraph 1(a)(i), (ii), (iii), (iv) and (v) to twenty-five (25%) percent of the Purchase Price) on the Occupancy Date (as same may be extended in accordance herewith);
 - (b) The balance of the Purchase Price by certified cheque or bank draft on the Closing Date, subject to the adjustments hereinafter set forth.
2.
 - (a) The Purchaser shall occupy the Unit on **June 29, 2015** being the First Tentative Occupancy Date set in accordance with the TARION Statement of Critical Dates ("**TARION Statement**") annexed hereto, or such extended or accelerated date established by the Vendor or by mutual agreement in accordance with the terms herein, the TARION Statement and the TARION Delayed Occupancy Warranty Addendum (together, the "**TARION Statement and Addendum**") annexed hereto (the "**Occupancy Date**").
 - (b) Transfer of title to the Unit shall be completed on the later of the Occupancy Date or such extended or accelerated date established in accordance with the TARION Statement and Addendum (the "**Closing Date**"). The transaction of purchase and sale shall be completed on the date set out by notice in writing from the Vendor or its solicitor to the Purchaser or its solicitor following registration of the Creating Documents so as to permit the Purchaser or his solicitor to examine title to the Unit, provided that Closing shall be no earlier than fifteen (15) days after the date of such notice and no later than one hundred and twenty (120) days after registration of the Condominium and further provided that if such date is prior to the Occupancy Date then the transaction of purchase and sale shall be completed on the Occupancy Date.

Paragraphs 3 through 56 hereof, Schedules "A"(Suite Plan), "B" (Features and Finishes), "C" (Terms of Occupancy Licence), "D" (Purchaser's Acknowledgment of Receipt) and the TARION Statement and Addendum attached hereto are an integral part hereof and are contained on subsequent pages. The Purchaser acknowledges that it has read all paragraphs, Schedules and the TARION Statement and Addendum, which comprise this Agreement.

DATED at **Mississauga, Ontario** this 26 day of Feb 2012.

SIGNED, SEALED AND DELIVERED

In the Presence of:

Witness:

)
)
)
) [Signature]
) **Purchaser: (Hardesh Kumar Marwaha) D.O.B. 22-Sep-66 S.I.N. 528-261-795**
)
)
) [Signature]
) **Purchaser: Mitman Financial Investments D.O.B. S.I.N. --**

DATED at Mississauga this 26 day of February 2012.

Vendor's Solicitor:
BLANEY MCMURTRY LLP
2 Queen Street East, Suite 1500
Toronto, Ontario M5C 3G5
Attn: Tammy A. Evans

Purchaser's Solicitor:

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: [Signature]
Authorized Signing Officer
I/We have the authority to bind the Corporation.

PSV - TOWER ONE
SCHEDULE "D"
ACKNOWLEDGEMENT OF RECEIPT

Suite **1006** Tower **ONE** Unit **6** Level **10** (the "**Unit**")

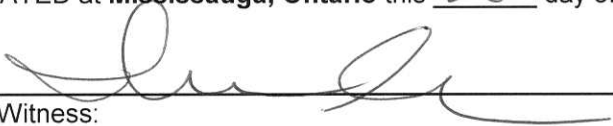
THE UNDERSIGNED being the Purchaser(s) of the Unit hereby acknowledges having received from the Vendor with respect to the purchase of the Unit the following documents on the date noted below:

1. A copy of the Agreement of Purchase and Sale (to which this acknowledgment is attached as a Schedule) executed by the Vendor and the Purchaser.
2. A Disclosure Statement dated February 1, 2012, and accompanying documents in accordance with Section 72 of the Act.

The Purchaser hereby acknowledges that the Condominium Documents required by the Act have not been registered by the Vendor, and agrees that the Vendor may, from time to time, make any modification to the Condominium Documents in accordance with its own requirements and the requirements of any mortgagee, governmental authority, examiner of Legal Surveys, the Land Registry Office or any other competent authority having jurisdiction to permit registration thereof.

The Purchaser further acknowledges and agrees that in the event there is a material change to the Disclosure Statement as defined in subsection 74(2) of the Act, the Purchaser's only remedy shall be as set forth in subsection 74(6) of the Act, notwithstanding any rule of law or equity to the contrary.

DATED at **Mississauga, Ontario** this 26 day of Feb 2012.


Witness:


Purchaser: **(Hardesh Kumar Marwaha)**


Witness:


Purchaser: **Mitman Financial Investments**

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

SUITE FINISHING CHANGE ORDER

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

(HARDESH KUMAR MARWAHA) and MITMAN FINANCIAL INVESTMENTS (the "Purchaser")

Suite **1006** Tower **ONE** Unit **6** Level **10** (the "Unit")


It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made to the Agreement of Purchase and Sale executed by the Purchaser on February 26, 2012 and accepted by the Vendor (the "Agreement") and, except for such changes noted below, all other terms and conditions of the Agreement shall remain the same and time shall continue to be of the essence:

Insert:

1. The Vendor's acceptance hereof hereby constitutes the Vendor's agreement to complete the change(s), as requested by the Purchaser and set out in below (the "Change Order") subject to the following terms and conditions:
 - a. The Purchaser acknowledges the cost(s) of the Change Order cannot be determined by the Vendor prior to acceptance hereof, and the Vendor shall advise the Purchaser in writing the cost of the Change Order within fifteen (15) days of the date hereof;
 - b. The Purchaser shall pay to the Vendor the cost of the Change Order within five (5) business days' Notice from being so notified. Failure to pay for the Change Order within the time frame specified results in automatic cancellation of the Change Order and the Vendor shall be entitled to complete the Unit to the original specifications as set out in Schedule B to the Agreement;
 - c. All other reasonable costs, such as, but not limited to, consultant fees incurred by the Vendor for consultant's review, for the purpose of incorporating the Purchaser's change(s) shall be payable by the Purchaser and included in the Change Order; and
2. The change(s) requested by the Purchaser are/is as follows:
 - a. **The Vendor agrees to supply and install Stainless Steel Kitchen Appliances consisting of Fridge, Range, Dishwasher and Microwave Hood Fan Combination as per Vendor's samples at no additional cost.**
 - b. **The Vendor agrees to supply and install Blinds throughout as per Vendor's samples at no additional cost.**
3.
 - a. In the event that the purchase and sale transaction is not completed for any reason all moneys paid for the Change Order are forfeited to the Vendor as a genuine pre-estimate of liquidated damages.
 - b. If any of the Change Order items remain incomplete in whole or in part as at the Occupancy Date, the Vendor shall be entitled to provide an undertaking to complete same within a reasonable period of time, which the Purchaser shall accept without any holdback; or, the Vendor may, at its sole option, elect not to complete same and provide a credit on Closing to the Purchaser for the value of such incomplete items which credit shall be accepted by the Purchaser as full and final settlement of any claim the Purchaser may have with respect to such incomplete item.
4. The Purchaser acknowledges that construction and/or installation of any specified items in the Change Order may result in delays in the completion of construction of the Unit due to availability of services, materials and/or supplies. In such event, the Purchaser covenants and agrees to complete the Agreement notwithstanding such delays or incomplete items and shall not make any claim to the Vendor or to Tarion in connection with same.

ALL other terms and conditions set out in the Agreement shall remain the same and time shall continue to be of the essence.


IN WITNESS WHEREOF the parties have executed this Agreement



Witness:



Purchaser: **(Hardeesh Kumar Marwaha)**



Witness:




Purchaser: **Mitman Financial Investments**

THE UNDERSIGNED hereby accepts this offer.

DATED at MISSISSAUGA this 24 day of February 2012.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: 

Authorized Signing Officer
I have the authority to bind the Corporation

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

DEPOSIT

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

(HARDESH KUMAR MARWAHA) and MITMAN FINANCIAL INVESTMENTS (the "Purchaser")

Suite 1006 Tower ONE Unit 6 Level 10 (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made to the above-mentioned Agreement of Purchase and Sale executed by the Purchaser on 26/02/2012 and accepted by the Vendor (the "Agreement") and, except for such changes noted below, all other terms and conditions of the Agreement shall remain the same and time shall continue to be of the essence:

DELETE:

- (iii) the sum of **Fourteen Thousand Two Hundred Ninety-Five (\$14,295.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii) and (iii) to ten (10%) percent of the Purchase Price 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 **Fourteen Thousand Two Hundred Ninety-Five (\$14,295.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii) and (iv) to fifteen (15%) percent of the Purchase Price submitted with this Agreement and post dated one hundred and twenty (120) days following the date of execution of this Agreement by the Purchaser; and
- (v) the sum of **Twenty-Eight Thousand Five Hundred Ninety (28,590.00)** Dollars so as to bring the total of the deposits set out in subparagraph 1(a)(i), (ii), (iii), (iv) and (v) to twenty-five (25%) percent of the Purchase Price) on the Occupancy Date (as same may be extended in accordance herewith);

INSERT:

- (iii) the sum of **Fourteen Thousand Two Hundred Ninety-Five (\$14,295.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii) and (iii) to ten (10%) percent of the Purchase Price submitted with this Agreement and post dated ninety (120) days following the date of execution of this Agreement by the Purchaser;
- (iv) the sum of **Fourteen Thousand Two Hundred Ninety-Five (\$14,295.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii) and (iv) to fifteen (15%) percent of the Purchase Price submitted with this Agreement and post dated one hundred and twenty (365) days following the date of execution of this Agreement by the Purchaser; and
- (v) the sum of **Fourteen Thousand Two Hundred Ninety-Five (14,295.00)** Dollars so as to bring the total of the deposits set out in subparagraph 1(a)(i), (ii), (iii), (iv) and (v) to twenty (20%) percent of the Purchase Price) on the Occupancy Date (as same may be extended in accordance herewith);

Dated at Mississauga, Ontario this 26 day of Feb 2012.

SIGNED, SEALED AND DELIVERED

In the Presence of:

Witness 



Purchaser - (Hardeesh Kumar Marwaha)

Witness 


Purchaser - Mitman Financial Investments

Accepted at Mississauga this 26 day of February 2012.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per:  c/s
Authorized Signing Officer
I have the authority to bind the Corporation.

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

DECORATING ALLOWANCE INCENTIVE

Between: AMACON DEVELOPMENT (CITY CENTRE) CORP. (the "Vendor") and
MITMAN FINANCIAL INVESTMENTS (HARDESH KUMAR MARWAHA) (the "Purchaser")

Suite **1006** Tower **ONE** Unit **6** Level **10** (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made to the Agreement of Purchase and Sale executed by the Purchaser on February 26, 2012 and accepted by the Vendor (the "**Agreement**") and, except for such changes noted below, all other terms and conditions of the Agreement shall remain the same and time shall continue to be of the essence:

1. **Insert:**

(a) Provided that the Purchaser is not in default at any time under this Agreement, the Vendor agrees to credit the Purchaser with a Decorating Allowance in the amount of **Two Thousand Seven Hundred Eighteen Dollars And Sixty Eight Cents (\$2,717.68)** on the Statement of Adjustments for Closing.

(b) This Decorating Allowance is personal to the Purchaser, 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).

(c) 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 the transaction contemplated by this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement

DATED at **Mississauga, Ontario** this 15 day of March 2012.

Witness:

Purchaser: **Mitman Financial Investments (Hardesh Kumar Marwaha)**

THE UNDERSIGNED hereby accepts this offer.

DATED at Mississauga this 17 day of March 2012.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:

Authorized Signing Officer
I have the authority to bind the Corporation

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

CAPPING

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

MITMAN FINANCIAL INVESTMENTS (HARDESH KUMAR MARWAHA) (the "Purchaser")

Suite 1006 Tower ONE Unit 6 Level 10 (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made to the Agreement of Purchase and Sale executed by the Purchaser on February 26, 2012 and accepted by the Vendor (the "Agreement") and, except for such changes noted below, all other terms and conditions of the Agreement shall remain the same and time shall continue to be of the essence:

Insert:

In 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 cap the charges as follows, as set out in the Agreement:

- a. The amount of any increases in or new development charge(s) or levies, education development charge(s) or levies, and/or any fees, levies, charges or assessments from and after the date hereof, assessed against or attributable to the Unit, as such charges are referred to in paragraph 6(b)(v) of the Agreement, to a maximum of \$4,000.00;
- b. The amount of any community service or public art levy charge or contribution(s) assessed against the Unit or the Project, the Property or a portion thereof and attributable to any part thereof calculated by pro-rating same in accordance with the proportion of common interest attributable to the Unit, as such charges are referred to in paragraph 6(b)(vii) of the Agreement, to a maximum of \$2,500.00; and (vi) L
- c. The cost of gas and hydro meter or check or consumption meter installations, if any, water and sewer service connection charges and hydro and gas installation and connection or energization charges for the Condominium and/or the Unit, as such charges are referred to in paragraph 6(b)(viii) of the Agreement, to a maximum of \$1,100.00. L

ALL other terms and conditions set out in the Agreement shall remain the same and time shall continue to be of the essence.

IN WITNESS WHEREOF the parties have executed this Agreement

DATED at Mississauga, Ontario this 15 day of March 2012.


Witness:


Purchaser: Mitman Financial Investments (Hardesh Kumar Marwaha)

DATED at Mississauga this 17 day of March 2012.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:


Authorized Signing Officer
I have the authority to bind the Corporation

PSV - TOWER ONE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

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

MITMAN FINANCIAL INVESTMENTS (HARDESH KUMAR MARWAHA) (the "Purchaser")

Suite 1006 Tower ONE Unit 6 Level 10 (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:

Paragraph 1. (a)

(ii) the sum of Twelve Thousand Two Hundred Ninety-Five (\$12,295.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1 (a)(i) and (ii) to five (5%) percent of the Purchase Price submitted with this Agreement and post dated thirty (30) days following the date of execution of this Agreement by the Purchaser;

INSERT:

Paragraph 1. (a)

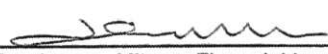
(ii) the sum of Twelve Thousand Two Hundred Ninety-Five (\$12,295.00) Dollars shall be submitted by certified cheque or bank draft on or before August 26, 2012 by the Purchaser.

Dated at Mississauga, Ontario this 7 day of April 2012.

SIGNED, SEALED AND DELIVERED

In the Presence of:

Witness


Purchaser - Mitman Financial Investments (Hardesh Kumar Marwaha)

Accepted at Toronto this 11 day of April 2012.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per:  c/s

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