



PSV2
AGREEMENT OF PURCHASE AND SALE

Suite 706
Unit 6 Level 7
Floor Plan BLANC

The undersigned, **DALIP SINGH DEOL** (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 known as PSV2 in Mississauga, Ontario, Canada (the "**Building**") 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 **Four Hundred Twenty-Seven Thousand Four Hundred (\$427,400.00)** 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 **Nineteen Thousand Three Hundred Seventy (\$19,370.00)** 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 **Twenty-One Thousand Three Hundred Seventy (\$21,370.00)** 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 **Twenty-One Thousand Three Hundred Seventy (\$21,370.00)** 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 eighty (180) days following the date of execution of this Agreement by the Purchaser; and
 - (v) the sum of **Forty-Two Thousand Seven Hundred Forty (42,740.00)** 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 **December 01, 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 25 day of Jan. 2015.

SIGNED, SEALED AND DELIVERED)

In the Presence of:)



) 
Purchaser: DALIP SINGH DEOL D.O.B. 26-Nov-39 S.I.N. 448-864-298

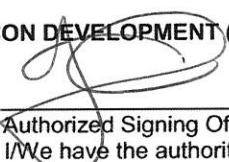
Witness:

DATED at TORONTO this 29 day of JANUARY 2015.

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

Purchaser's Solicitor:

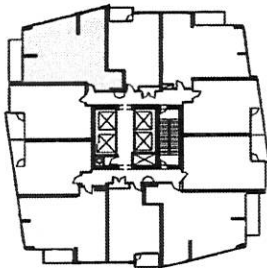
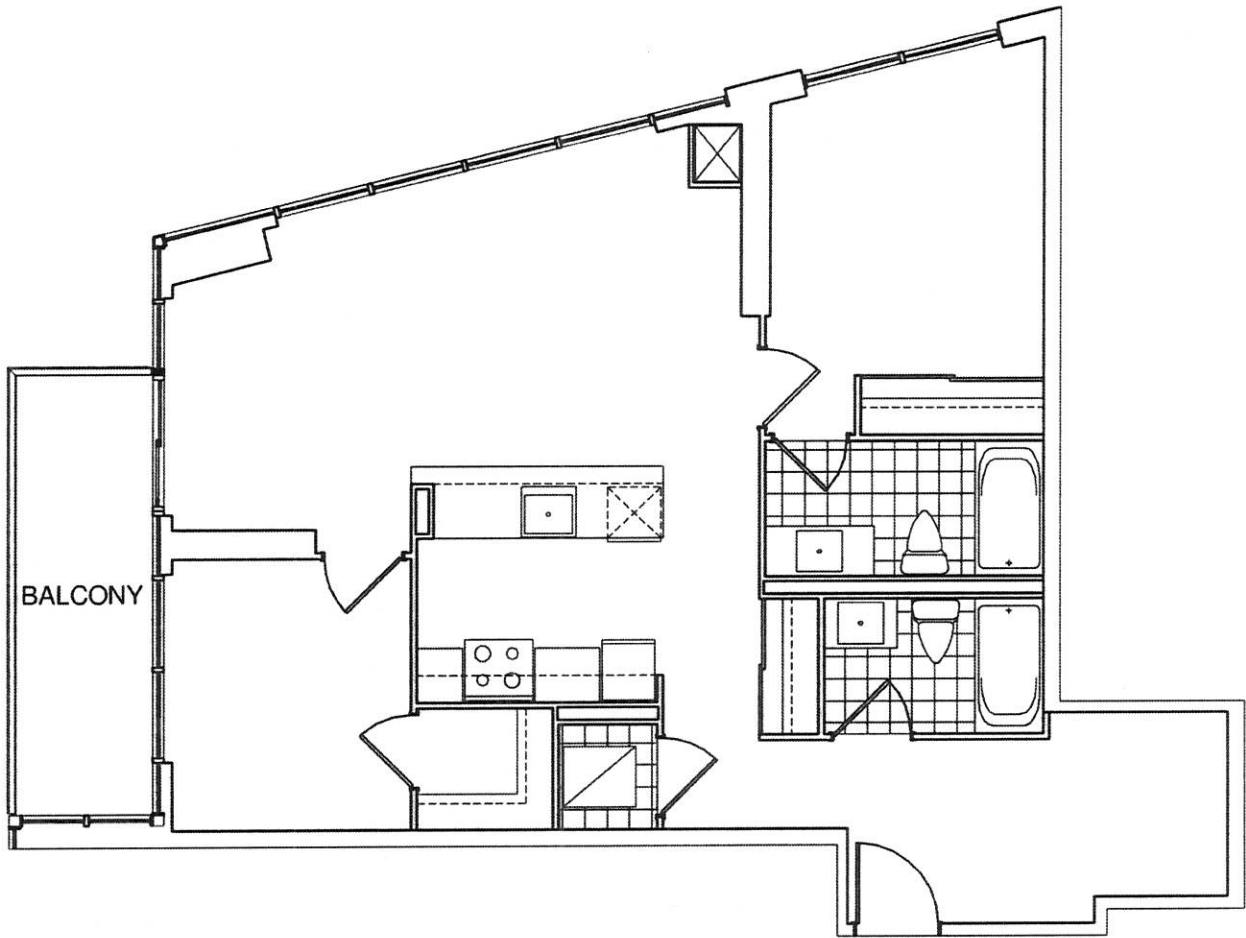
AMACON DEVELOPMENT (CITY CENTRE) CORP.

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

SCHEDULE "A" - TOWER 2

TO AGREEMENT OF
PURCHASE AND SALE

Unit 6, Level 07, Suite 706



TYPICAL FLOOR

This drawing is not to scale. All details and dimensions, if any, are approximate, and subject to change without notice. Floor plans are subject to change in accordance with the Condominium Documents. Balconies and terraces are shown for display purposes only and are subject to change for architectural or approval authority requirements and may vary from floor to floor. Window design may vary. Suite purchased may be mirror image of layout shown. Flooring patterns may vary.

E. & O.E.



Purchaser's Initials W. J. J.

Purchaser's Initials [Signature]

Vendor's Initials [Signature]

PSV2

AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE
LIVE FREE, BE FREE CREDIT INCENTIVE

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

DALIP SINGH DEOL (the "Purchaser")

Suite 706 Tower TWO Unit 6 Level 7 (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 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:

(1) Provided that the Purchaser is not in default at any time under this Agreement, the Vendor agrees to credit the Purchaser as an adjustment in the Purchaser's favour on the statement of adjustments for final closing (the "Live Free, Be Free Credit Incentive"), an amount of **\$\$15,000** that represents (i) the common expenses attributable to the Residential Unit, as same are set out in the Schedule of Monthly Common Charges included with the Disclosure Statement, (ii) the estimated realty taxes and (iii) the estimated interest on the balance due at Occupancy Closing at a 3% interest rate for a twelve (12) month period.


(2) Without limiting anything contained herein, the Vendor shall not be liable for any additional common expense costs arising as a result of any increase in the Budget and any additional services and/or amenities being included in any subsequent Budget statement(s) which were not accounted for or included as part of the original Budget contained in the Condominium Documents delivered to the Purchaser.

(3) This Credit 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).

(4) Without limiting anything contained herein, the provisions of the Credit Incentive 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. The Vendor's obligation to provide the Credit Incentive is conditional upon the Purchaser closing the transaction contemplated by the Agreement.

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

DATED at Mississauga, Ontario this 25 day of Jan. 2015.



Witness:


Purchaser: DALIP SINGH DEOL

THE UNDERSIGNED hereby accepts this offer.

DATED at TORONTO this 29 day of JANUARY 2015.

AMACON DEVELOPMENT (CITY CENTRE) CORP.


PER: _____
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

DALIP SINGH DEOL (the "Purchaser")

Suite **706** Tower **TWO** Unit **6** Level **7** (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 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 **Ten Thousand Dollars (\$10,000.00)** 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 25 day of Jan. 2015.

Witness:

Purchaser: **DALIP SINGH DEOL**

THE UNDERSIGNED hereby accepts this offer.

DATED at TORONTO this 29 day of JANUARY 2015.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:

Authorized Signing Officer
I have the authority to bind the Corporation

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

SUITE FINISHING CHANGE ORDER

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

DALIP SINGH DEOL (the "Purchaser")

Suite **706** Tower **TWO** Unit **6** Level **7** (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 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

DATED at **Mississauga, Ontario** this 25 day of Jan. 2015.

Witness: _____

Purchaser: **DALIP SINGH DEOL**

THE UNDERSIGNED hereby accepts this offer.

DATED at TORONTO this 29 day of JANUARY 2015.

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

DALIP SINGH DEOL (the "Purchaser")

Suite **706** Tower **TWO** Unit **6** Level **7** (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 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:

(ii) the sum of **Nineteen Thousand Three Hundred Seventy (\$19,370.00)** 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 **Twenty-One Thousand Three Hundred Seventy (\$21,370.00)** 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 **Twenty-One Thousand Three Hundred Seventy (\$21,370.00)** 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 eighty (180) days following the date of execution of this Agreement by the Purchaser; and

(v) the sum of **Forty-Two Thousand Seven Hundred Forty (\$42,740.00)** 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:

(ii) the sum of **Five Thousand (\$5,000.00)** 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 **Five Thousand (\$5,000.00)** 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 **Eight Thousand (\$8,000.00)** 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; and

(v) the sum of **Ten Thousand (\$10,000.00)** Dollars submitted with this Agreement and post dated two hundred and fifty (250) days following the date of execution of this Agreement by the Purchaser;

Dated at **Mississauga, Ontario** this 25 day of Jan. 2015.

SIGNED, SEALED AND DELIVERED

In the Presence of:

Witness

Purchaser - DALIP SINGH DEOL

Accepted at TORONTO this 29 day of JANUARY 2015.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per: [Signature] c/s

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