

The Toronto-Dominion Bank

80267973

100 CITY CENTRE DRIVE
MISSISSAUGA, ON L5B 2C9

DATE 2017-01-28
YYYYMMDD

Transit-Serial No. 93-80267973

Pay to the BLANEY MCMURTRY LLP IN TRUST
Order of

\$ *****20,000.00

TWENTY THOUSAND**00/100

Canadian Dollars

Authorized signature required for amounts over CAD \$5,000.00

Re PSV2 - PH2.

The Toronto-Dominion Bank
Toronto, Ontario
Canada M5K 1A2

Authorized Officer

Countersigned

Number

OUTSIDE CANADA NEGOTIABLE BY CORRESPONDENTS AT THEIR BUYING RATE FOR DEMAND DRAFTS ON CANADA

⑈80 26 79 73⑈ ⑆096 1 2⑈004⑆ ⑈3808⑈

Jan 28/17.
BB

PSV2
SCHEDULE "D"
ACKNOWLEDGEMENT OF RECEIPT

Suite **4302** Tower **TWO** Unit **2** Level **42** (the "Unit")

THE UNDERSIGNED, **FAYIZA GALBY** 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 June 1, 2012 together with Notice of Non-Material Amendment dated May 13, 2013 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 31 day of January 2017.


Witness:


Purchaser: **FAYIZA GALBY**

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

SUITE FINISHING CHANGE ORDER

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

FAYIZA GALBY (the "**Purchaser**")

Suite **4302** Tower **TWO** Unit **2** Level **42** (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 engineered hardwood flooring in the bedrooms as per Vendors 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 28 day of January 2017.

Witness: 

Purchaser: 
FAYIZA GALBY

THE UNDERSIGNED hereby accepts this offer.

DATED at MISSISSAUGA this 31 day of January 2017.

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

FAYIZA GALBY (the "Purchaser")

Suite **4302** Tower **TWO** Unit **2** Level **42** (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 **Five Thousand Dollars (\$5,000.00)** 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 28 day of January 2017.

Witness: 


Purchaser: **FAYIZA GALBY**

THE UNDERSIGNED hereby accepts this offer.

DATED at Mississauga this 31 day of January 2017.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

DEVELOPMENT CHARGES

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

FAYIZA GALBY (the "Purchaser")

Suite **4302** Tower **TWO** Unit **2** Level **42** (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:

- 6.(b) (v) Except for development charges as of the date hereof which shall be paid by the Vendor, 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 (the Property or any portion thereof), pursuant to the *Development Charges Act, 1997, S.O., c. 27*, and the *Education Act, R.S.O. 1990, c. E.2*, as amended from time to time, or any other relevant legislation or authority over the amount of such charges. If such increases in or new charges are assessed against the Property as a whole and not against the Unit, the Purchaser shall pay to the Vendor a proportionate reimbursement of such amounts based on the proportionate common interest allocation attributable to the Unit;
- (vi) 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, which levy or charge will have been paid or payable to the City of Mississauga or other governmental authority in connection with the development of the Condominium;
- (viii) 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, the Purchaser's portion of same to be calculated by dividing the total amount of such cost by the number of residential units in the Condominium and by charging the Purchaser in the statement of adjustments with that portion of the costs. A letter from the Vendor confirming the said costs shall be final and binding on the Purchaser;

INSERT:

- 6.(b) (v) Intentionally deleted;
- (vi) Intentionally deleted;
- (viii) Intentionally deleted;

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 28 day of January 2017.

SIGNED, SEALED AND DELIVERED

In the Presence of:

Witness 8300 J.E.

Fayiza Hassan
Purchaser - FAYIZA GALBY

Accepted at MISSISSAUGA this 31 day of January 2017.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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

**ADDENDUM TO SCHEDULE "B" FEATURES AND FINISHES
OF THE
AGREEMENT OF PURCHASE AND SALE
PENTHOUSE FEATURES AND FINISHES**

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

FAYIZA GALBY (the "Purchaser")

TWO4302

Suite **4302** Tower **TWO** Unit **2** Level **42** (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:

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 "B".

SUITE FEATURES

- Pre-finished engineered hardwood flooring in main living areas; living room, dining room, kitchen, entry, den and hallway, as per plans from Vendor's Penthouse sample packages
- Carpet with foam under pad in bedroom(s), as per plans and from Vendor's standard sample package
- Bi-pass mirror closet doors, as per plans, where applicable
- Oversized baseboards and casing throughout

KITCHEN,

- Pre-finished engineered hardwood flooring in kitchen as per plans from Vendor's Penthouse sample packages
- Thick quartz countertop and backsplash from Vendor's Penthouse sample packages
- Appliance package consisting of; stainless steel self-cleaning range with a ceran electric cooktop, stainless steel built in hood fan, built in refrigerator, stainless steel dishwasher and built in stainless steel microwave.
- Upper cabinet under mounted lighting

BATHROOMS

- Cabinets from Vendor's Penthouse sample packages
- Thick marble vanity countertop from Vendor's Penthouse sample packages
- Jetted tub and enclosed shower stall in master ensuite, as per plans, where applicable
- Low flush toilets

LAUNDRY


- Front loading stacking washer/ dryer

Dated at **Mississauga, Ontario** this 28 day of January 2017.

SIGNED, SEALED AND DELIVERED

In the Presence of:


Witness


Purchaser - FAYIZA GALBY

Accepted at Mississauga this 31 day of January 2017.

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

DEPOSIT

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

FAYIZA GALBY (the "Purchaser")

Suite **4302** Tower **TWO** Unit **2** Level **42** (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:

- (i) the sum of **Two Thousand (\$2,000.00)** Dollars submitted with this Agreement;
- (ii) the sum of **Thirty-One Thousand One Hundred Ninety-Five (\$31,195.00)** 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 **Thirty-Three Thousand One Hundred Ninety-Five (\$33,195.00)** 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 **Thirty-Three Thousand One Hundred Ninety-Five (\$33,195.00)** 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 **Sixty-Six Thousand Three Hundred Ninety (\$66,390.00)** 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:

- (i) the sum of **Twenty Thousand (\$20,000.00)** Dollars submitted with this Agreement by certified cheque by the purchaser;

Dated at **Mississauga, Ontario** this 28 day of January 2017.

SIGNED, SEALED AND DELIVERED

In the Presence of:

B. Bapin
Witness

Fayiza Galby
Purchaser - FAYIZA GALBY

Accepted at Mississauga this 31 day of January 2017.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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

Block 7 - PSV 2

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

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

FAYIZA GALBY (the "Purchaser")

Suite 4302 Tower TWO Unit 2 Level 42 (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: FROM THE AGREEMENT OF PURCHASE AND SALE

The Purchaser shall occupy the Unit on January 11, 2017 being the Firm Occupancy Date

INSERT: TO THE AGREEMENT OF PURCHASE AND SALE


The Purchaser shall occupy the Unit on April 11, 2017 being the Firm Occupancy Date

Dated at Mississauga, Ontario this 31 day of January 2017.

SIGNED, SEALED AND DELIVERED

In the Presence of:


Witness


Purchaser - FAYIZA GALBY

Accepted at Mississauga this 31 day of January 2017.
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

PURCHASE OF PARKING UNIT

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

FAYIZA GALBY (the "Purchaser")

Suite **4302** Tower **TWO** Unit **2** Level **42** (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:

1. In the first paragraph of page 1 of the Agreement, delete reference to 1 Parking Unit(s).

INSERT:

2. In the first paragraph of page 1 of the Agreement, Insert 1 Tandem Parking Unit(s).
3. The Purchaser agrees to purchase and the Vendor agrees to sell a Tandem Parking Unit at an additional purchase price of Zero dollars (\$0.00), inclusive of HST.
4. A further deposit of Zero dollars (\$0.00) toward the purchase of the Tandem Parking Unit is payable upon execution hereof, by cheque payable to the Vendor's solicitors, Blaney McMurtry LLP, in trust, which deposit will be credited to the Purchaser on the Statement of Adjustments on the Final Closing Date, and the balance of the Tandem Parking Unit Purchase Price is to be paid by the Purchaser to the Vendor's solicitors, Blaney McMurtry LLP, in trust, by certified cheque on the Closing Date.

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 31 day of January 2017.

SIGNED, SEALED AND DELIVERED

In the Presence of:


Witness


Purchaser - FAYIZA GALBY

Accepted at Mississauga this 31 day of January 2017.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per:  c/s

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

Block 7 - PSV 2

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

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

FAYZA GALBY the "Purchaser"

Suite 4382 Tower TWO Unit 2 Level 42 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 changes 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 FROM THE AGREEMENT OF PURCHASE AND SALE~~

~~10-day rescission period ending February 11, 2017~~

INSERT: TO THE AGREEMENT OF PURCHASE AND SALE

10-day rescission period ending February 11, 2017

Dated at Mississauga, Ontario this 9 day of Feb 2017.

SIGNED, SEALED AND DELIVERED

In the Presence of:

Witness

Purchaser - FAYZA GALBY

Accepted at Mississauga this 11 day of February 2017.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per: [Signature] o/s

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

Block 7 - PSV 2

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

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

FAYIZA GALBY (the "Purchaser")

Suite 4302 Tower TWO Unit 2 Level 42 (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: FROM THE AGREEMENT OF PURCHASE AND SALE~~
N/A

INSERT: TO THE AGREEMENT OF PURCHASE AND SALE

The undersigned, AMR ABDALLA M HASSAN (collectively, the "Purchaser")

DATE OF BIRTH: 1984/01/31

DRIVER'S LICENCE: H0784-04006-40131

SIN No:

CURRENT ADDRESS: 2021-3888 DUKE OF YORK BLVD.
MISSISSAUGA, ON
L8B 4P8

TELEPHONE: 416-356-3034

EMAIL: h.amr57@yahoo.com

OCCUPATION: Doctor

EMPLOYER: Self Employed

(Relationship to original purchaser: Husband)

Signature: Amr Hassan

Witness: Abdel Hakim Hachet

Dated at Mississauga, Ontario this 12 day of Feb, 2017.

SIGNED, SEALED AND DELIVERED
In the Presence of:

Witness

Fayiza Galby
Purchaser - FAYIZA GALBY

Accepted at MISSISSAUGA this 12 day of Feb, 2017.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per:

[Signature]
Authorized Signing Officer
I have the authority to bind the Corporation.

The undersigned, **FAYIZA GALBY** (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 **Six Hundred Sixty-Three Thousand Nine Hundred (\$663,900.00)** 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 **Thirty-One Thousand One Hundred Ninety-Five (\$31,195.00)** 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 **Thirty-Three Thousand One Hundred Ninety-Five (\$33,195.00)** 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 **Thirty-Three Thousand One Hundred Ninety-Five (\$33,195.00)** 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 **Sixty-Six Thousand Three Hundred Ninety (66,390.00)** 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 **January 11, 2017** being the Firm 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 28 day of January 2017.

SIGNED, SEALED AND DELIVERED
In the Presence of:

[Signature]

)

)

)

)

Fayiza Hassan
Purchaser: FAYIZA GALBY D.O.B. 11-Nov-80 S.I.N. --

Witness:

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

DATED at Mississauga this 31 day of January 2017.

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.

Marketing Scheme

Suite: 4302, Level: 43 - PH-2

510 Curran Place
Mississauga Ontario

Colour Selections

KITCHEN

Cabinets	GLITZ (Upper Cabinets: Davos - White Lower Cabinets: Davos - Ebony)
Backsplash	GLITZ (Classico Line: Col: 4100. - Polished finish. 1 1/4" Square Edge Quartz Backsplash)
Kitchen Countertop	GLITZ (Classico Line: Col: 4100. - Polished finish. 1 1/4" Square Edge Quartz Countertop)

MAIN BATH

Vanity Cabinet	GLITZ (Davos - White)
Countertop	GLITZ (Marmara - Marble. Polished finish - 1 1/4" Square Edge Marble Countertop)
Floor Tile	GLITZ (Marmi Evoluzione. Neo Marquina. Matte 12" x 24")
Wall Field Tile	GLITZ (Colours and Dimensions. Col# Arctic White. Matte Finish 4" x 16")
Accent Tile	GLITZ (Colours and Dimensions. Col# Black. Matte Finish 4" x 16")

ENSUITE BATH

Vanity Cabinet	GLITZ (Davos - White)
Countertop	GLITZ (Marmara - Marble. Polished finish - 1 1/4" Square Edge Marble Countertop)
Floor Tile	GLITZ (Marmi Evoluzione. Neo Marquina. Matte 12" x 24")
Wall Field Tile	GLITZ (Cristallo. Col# Glass White 4" x 16")
Accent Tile	GLITZ (Cristallo. Col# Black 4" x 16")

FLOORING

Entry	GLITZ (Soho. Red Oak Nero)
Kitchen	GLITZ (Soho. Red Oak Nero)
Living Room/Dining Room	GLITZ (Soho. Red Oak Nero)
Den	GLITZ (Soho. Red Oak Nero)
Master Bedroom	GLITZ (Soho. Red Oak Nero)

Vendor Initial: 

Purchaser Initial: 

Vendor Initial: _____



Purchaser Initial: _____

F.H

3rd Bedroom

GLITZ (Soho. Red Oak Nero)

Vendor Initial:



Purchaser Initial:

F.H




Suite: 4302, Level: 43 - PH-2

Upgrades



KITCHEN

Quartz Upgrade to 1 1/4" Kitchen		\$0.00
Valence Lighting-Yes		\$0.00





BATHROOMS

Ensuite Bathroom - Jetted Tub		\$0.00
Shower Stall - With Enclosure		\$0.00
Marble Upgrade to 1 1/4" Bathroom		\$0.00

APPLIANCES

Appliance Upgrade Package - Option 1 (Kitchen Aid) - Pots & Pans Gift with Upgrade		\$0.00
Front Loader Washer and Dryer - Whirlpool Duet 2014 (In Lieu of Standard)-Yes		\$0.00




WINDOW COVERINGS

Option 1 - Open Roll Roller Shades-Yes		\$0.00
Option 1 - Open Roll Roller Shades - Master Bedroom - Canvas		\$0.00
Option 1 - Open Roll Roller Shades - 2nd Bedroom - Canvas		\$0.00
Option 1 - Open Roll Roller Shades - Dining/Living - Pearl		\$0.00

TECHNOLOGY

Central Vac System-Yes		\$0.00
------------------------	--	--------

FLOORING

Hardwood Flooring - Standard - 3rd Bedroom		\$0.00
Hardwood Flooring - Standard - 2nd Bedroom		\$0.00
Hardwood Flooring - Standard - Master Bedroom		\$0.00

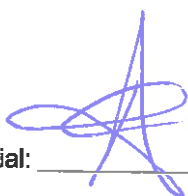
Sub Total : \$0.00**Total : \$0.00****HST : \$0.00**Vendor Initial: Purchaser Initial: F. H

HOME SELECTIONS & UPGRADES SUMMARY

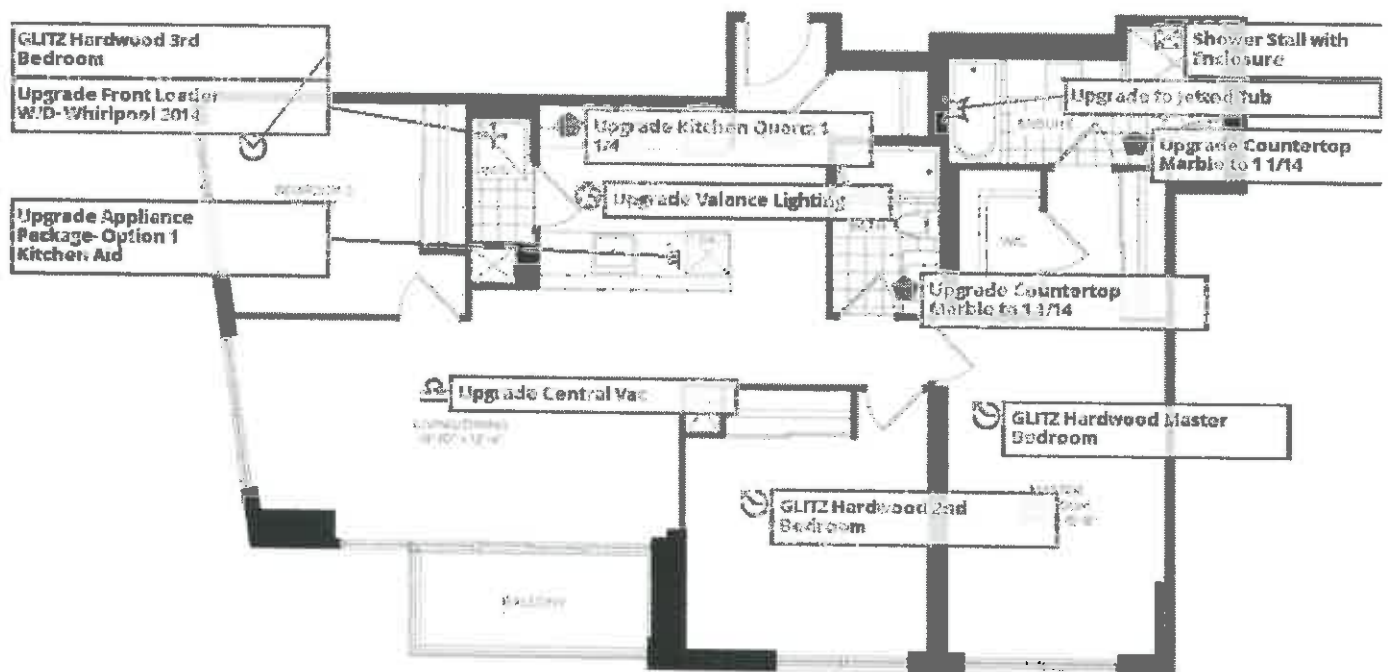
Net Payable : \$0.00**Deposit Amount : \$0.00****2nd Deposit Amount : \$0.00****Due on Occupancy Amount : \$0.00**

"Purchaser has been advised of all possible Upgrades offered by the Builder, and has declined any additional upgrades. Purchaser aware and accepts that any further request for Upgrades (at a later date), are subject to an administration fee, may not be possible, and the Builder reserves the right to decline accommodating the requested Upgrade. Purchaser also aware and accepts that if the upgrades are agreed upon by the Builder, that the price of the upgrade is subject to change."

Vendor Initial: _____

Purchaser Initial: F.H

Suite: 4302, Level: 43 - PH-2



MAIN LEVEL

Vendor Initial: _____

Purchaser Initial: F.H

Finishing Selections - Terms And Conditions

Property address: 510 Curran Place Suite #4302 Level 43 - PH-2

Purchaser(s):

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

1. Finishing choices are from Vendor's samples. Colour, texture, appearance, etc. of all installed materials may vary from Vendor's samples due to manufacturing, natural variations in product 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 Purchaser's selections, the Purchaser will, at the request of the Vendor, choose an alternate 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 re-select within seven (7) business days, then the Vendor will make such selections, which shall be final and binding on the Purchaser.
2. Where the Purchaser has made upgrade selections or requested changes that are subject to additional charge, and upon the Vendor or its Sales Representative notifying the Purchaser, of its agreement to complete the same and any additional cost(s) for such upgrade or change request, the Purchaser shall pay the total amount owing by cheque or bank draft to the Vendor within seven (7) business days from being so notified. All cheques should be made payable to Blaney McMurtry LLP in Trust. Failure to pay the upgrade or change request cost within the permitted time shall constitute a default under the Agreement of Purchase and Sale and, in such event, the Vendor may, at its option and without further notice, complete the unit to its original specifications.
3. The value of any credit(s) issued to the Purchaser for incomplete or deleted items, as applicable, shall be calculated by the Vendor and shall be non-negotiable. Credit(s), where applicable, shall be adjusted on the final Statement of Adjustments.
4. The Purchaser acknowledges and agrees that there shall be no change, alteration or deletion from this finishing selections sheet after acceptance by the Vendor.
5. If any upgrade or item of finishing remains incomplete in whole or in part on the Occupancy Date, the Purchaser shall accept, without holdback, the Vendor's undertaking to complete such upgrade or item of finishing as soon as possible following occupancy closing. In the event the Vendor elects not to provide or install any selected upgrade or item of finishing, that is at additional cost, the Vendor shall refund to the Purchaser by way of an adjustment on the final Statement of Adjustments that portion of the amount paid by the Purchaser allocated to the particular upgrade or item of finishing which is not provided, the adjustment to be determined by the Vendor in its sole discretion. The said adjustment shall be accepted by the Purchaser as full and final settlement of any claim the Purchaser may have with respect to the said upgrade or item of finishing and the Purchaser shall complete the closing without delay or holdback.
6. In the event the purchase and sale transaction is not completed for any reason, the Vendor shall be entitled to retain the full payment for any upgrade or change request. All such sums paid are non-refundable.

ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT OF PURCHASE AND SALE REMAIN THE SAME AND CONTINUE IN FULL FORCE AND EFFECT

DATED at Mississauga this 30 31 January of January, 20 17

Witness Signature: [Signature] Purchaser Signature: Fayiza Hassan

Witness Signature: _____ Purchaser Signature: _____

THE UNDERSIGNED hereby accepts this offer.

DATED at Mississauga this 31 of January, 20 17

AMACON DEVELOPMENT (CITY CENTRE) CORP.

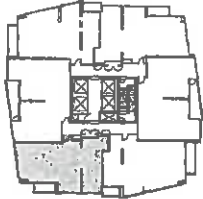
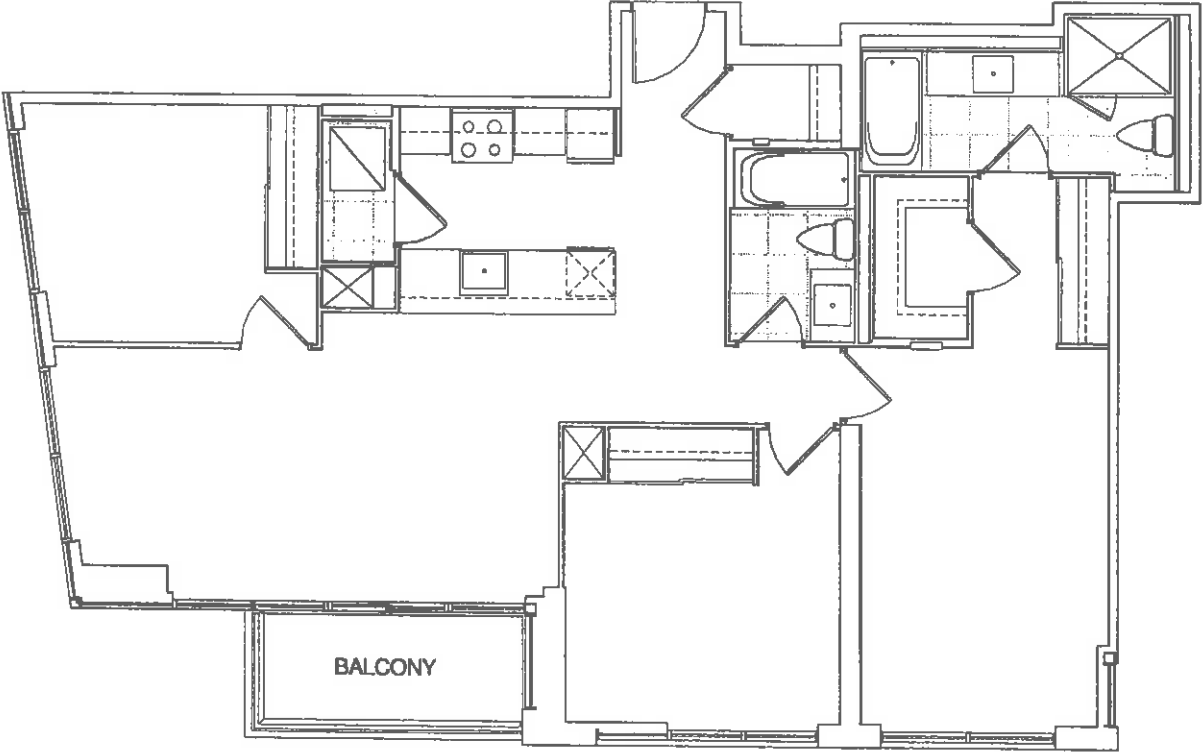
PER: [Signature]

Authorized Signing Officer
I have the authority to bind the corporation

SCHEDULE "A" - TOWER 2

TO AGREEMENT OF
PURCHASE AND SALE

Unit 2, Level 42, Suite 4302



43RD 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 F. A

Purchaser's Initials _____

Vendor's Initials [Signature]

Property: Block 7 - PSV 2 Suite: 4302 - 510 Curran Place

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. Both the Vendor and Purchaser must sign this page.**

NOTE TO HOME BUYERS: Please visit Tarion's website: www.tarion.com for important information about all of 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 home.

VENDOR **AMACON DEVELOPMENT (CITY CENTRE) CORP.**

PURCHASER **FAYIZA GALBY**

1. Critical Dates

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

the 11th day of January, 2017.*

If the Vendor cannot provide Occupancy by the Firm Occupancy Date, then the Purchaser is entitled to delayed occupancy compensation (see section 7 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 3rd day of December, 2018.*

2. Purchaser's Termination Period

If the home is not complete by the Outside Occupancy Date, then the Purchaser can terminate the transaction during a period of **30 days** thereafter (the "**Purchaser's Termination Period**"), which period, unless extended by mutual agreement, will end on:

the 2nd day of January, 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 7, 10 and 11 of the Addendum).

Note: Any time 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 revised Statement of Critical Dates; or agreement or written notice that sets a Critical Date, and calculate revised Critical Dates using the formulas contained in the Addendum. Critical Dates can also change if there are unavoidable delays (see section 5 of the Addendum).

Acknowledged this 28th day of January, 2017.

VENDOR : _____

PURCHASER : Fayiza Hassan

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. This Addendum is to be used for a transaction where the home is a condominium unit (that is not a vacant land condominium unit). This Addendum contains important provisions that are part of the delayed occupancy warranty provided by the Vendor in accordance with the *Ontario New Home Warranties Plan Act* (the “ONHWP 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 OCCUPANCY WARRANTY.**

Tarion recommends that Purchasers register on Tarion’s **MyHome** on-line portal and visit Tarion’s website - **tarion.com**, to better understand their rights and obligations under the statutory warranties.

The Vendor shall complete all blanks set out below.

VENDOR

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Full Name(s)

38706

Tarion Registration Number

(416) 369-9069

Phone

(416) 369-9068

Fax

Suite 400, 37 Bay Street

Address

Toronto

City

Ontario

Province

M5J 3B2

Postal

infoTO@amacon.com

Email

PURCHASER

FAYIZA GALBY

Full Name(s)

1 ELM DR W Apt# 3106

Address

(416) 356-3634

Phone

MISSISSAUGA

City

ONTARIO

Province

L5B 4M1

Postal

Fax

Email* h.amr57@yahoo.com

F.H

PROPERTY DESCRIPTION

510 Curran Place

Municipal Address

Mississauga

City

Ontario

Province

Postal Code

Part of Block 4 and Part of Part 6 as shown on Plan 43M-1925, City of Mississauga

Short Legal Description

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

(a) The Vendor has obtained Formal Zoning Approval for the Building.

●

Yes

○

No

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:

●

has occurred;or

○

is expected to occur by

The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.

*Note: Since important notices will be sent to this address, it is essential that you ensure that a reliable email address is provided and that your computer settings permit receipt of notices from the other party.

CONDO PSV2 Firm - 2012

2 of 12

INDIVIDUAL IDENTIFICATION INFORMATION RECORD
Information required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*.

Vendor: **AMACON DEVELOPMENT (CITY CENTRE) CORP.**

Lot/Suite #: **4302** Phase/Tower: **TWO** Plan No.:

Street: **510 Curran Place in the City of Mississauga**

Date of Offer: **January 28, 2017**

Sales Representative: **In2ition Realty**

Verification of Individual

- | | |
|---|--|
| 1. Full Legal Name of Individual: | AMR ABDALLA M HASSAN |
| 2. Address: | 1 ELM DR Wapt 3106,
MISSISSAUGA, ONTARIO, L5B 4M1 |
| 3. Date of Birth: | January 31, 1964 |
| 4. Principal Business or Occupation: | <u>Doctor</u> |
| 5. Identification Document (must see original): | <u>H0764 - 04006 - 40131</u> |
| 6. Document Identification Number: | <u>H0764-04006-40131</u> |
| 7. Issuing Jurisdiction: | <u>Ontario</u> |
| 8. Document Expiry Date (must not be expired): | <u>2019/01/31</u> |

NOTE: This section must be completed for each purchaser. If the individual refuses to provide information must make a record of same detailing what efforts were made to get such information.

Acceptable Identification Documents: birth certificate, driver's licence, passport, record of landing , permanent resident card, old age security card, certificate of Indian Status or SIN card (although SIN numbers are NOT to be provided to FINTRAC). If the identification is from a foreign jurisdiction should be equivalent to one of the above noted documents. Provincial health card NOT an acceptable form of identification.

Verification of Third Parties (if applicable)

Note: Must be completed with a client or unrepresented individual if acting on behalf of a third party. If you suspect the client is acting on behalf of a third party but cannot verify same you must keep record of that fact.

- | | |
|---|-------|
| 1. Name of third Party: | _____ |
| 2. Address: | _____ |
| 3. Date of Birth: | _____ |
| 4. Principal Business or Occupation: | _____ |
| 5. Incorporation number and place of issue (corporations/other entities only) | _____ |
| 6. Relationship between third party and client: | _____ |

741 51
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 12101-00000

INDIVIDUAL IDENTIFICATION INFORMATION RECORD
Information required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*.

Vendor: **AMACON DEVELOPMENT (CITY CENTRE) CORP.**

Lot/Suite #: **4302** Phase/Tower: **TWO** Plan No.:

Street: **510 Curran Place** in the City of **Mississauga**

Date of Offer: **January 28, 2017**

Sales Representative: **In2ition Realty**

Verification of Individual

- | | |
|---|--|
| 1. Full Legal Name of Individual: | FAYIZA GALBY |
| 2. Address: | 1 ELM DR Wapt 3106,
MISSISSAUGA, ONTARIO, L5B 4M1 |
| 3. Date of Birth: | November 11, 1980 |
| 4. Principal Business or Occupation: | <u>House wife</u> |
| 5. Identification Document (must see original): | <u>Driver's Licence</u> |
| 6. Document Identification Number: | <u>G0246-25948-06111</u> |
| 7. Issuing Jurisdiction: | <u>Ontario</u> |
| 8. Document Expiry Date (must not be expired): | <u>2021/11/11</u> |

NOTE: This section must be completed for each purchaser. If the individual refuses to provide information must make a record of same detailing what efforts were made to get such information.


Acceptable Identification Documents: birth certificate, driver's licence, passport, record of landing , permanent resident card, old age security card, certificate of Indian Status or SIN card (although SIN numbers are NOT to be provided to FINTRAC). If the identification is from a foreign jurisdiction should be equivalent to one of the above noted documents. Provincial health card NOT an acceptable form of identification.

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- | | |
|---|-------|
| 1. Name of third Party: | _____ |
| 2. Address: | _____ |
| 3. Date of Birth: | _____ |
| 4. Principal Business or Occupation: | _____ |
| 5. Incorporation number and place of issue (corporations/other entities only) | _____ |
| 6. Relationship between third party and client: | _____ |

PSV2 4302

**Ontario**

Driver's Licence
Permis de conduire

ON
CANADA



1,2 NAME/ NOM
**HASSAN,
AMR ABDALLA,M**

8 **2021-3888 DUKE OF YORK BLVD
MISSISSAUGA, ON, L5B 4P5**

4d NUMBER/
NUMÉRO **H0764 - 04006 - 40131**

4a ISS/ DÉL **2015/03/17** 4b EXP/ EXP. **2019/01/31**


5 DD/ RÉF **DC8466890** 16 HGT/MAUT. **179 cm**

15 SEX/ SEXE **M**

9 CLASS/
CATÉG. **G**

12 REST/
COND.

Amr Hassan
B/DDN **1964/01/31**



2037 2/81



BS

Jan 28/17

PH2 - PSJ2

**PURCHASER
INFORMATION FORM**



**PARKSIDE
VILLAGE®**
MISSISSAUGA

Suite #: PSV2 # 4302

Purchasers
Name(s): AMR HASSAN & FAYIZA GALBY

Purchasers
Address: 3106 - 1 ELM DR. W. MISS. ON
L5B4M1

Tel:
(Daytime): _____

(Cell): 416-356-3634

Email
Address: n.amr57@yahoo.com

PURCHASER'S SOLICITOR INFORMATION

Name: SHAFFIQ DAR

Firm: REAL CORP LAW

Address: Unit B, 5755 Copperstone Dr. Miss. ON

Tel: 905-890-7325

Fax: 905-890-7327

Email: sdar@real-corp-law.com

Please return the completed form to:

PARKSIDE VILLAGE SALES TEAM

465 Burnhamthorpe Road West | Mississauga | ON | L5B 0E3 | 905.273.9333
FAX: 905-273-7772 EMAIL: SUPPORT1@LIFEATPARKSIDE.COM
LIFEATPARKSIDE.COM

2524 1171

**Joe Purewal**
& ASSOCIATES

February 07, 2017

To whom it may concern,

This letter is made as confirmation that **Amr Abdalla Hassan & Fayiza Hassan Galby** are pre-approved for a mortgage with the following terms and conditions:

- **Purchase Price:** \$ 663,900.00
- **Down-payment:** \$ 132,780 .00
- **Mortgage Amount:** \$ 531,120.00
- **Mortgage Rate/Type/Term :** 2.59% fixed (based on a 5 year term)
- **Occupancy date :** 11th April 2017
- **Vendor :** Amacon Development (City Centre) Corp
- **Property address :** Suite 4302 -510 Curran Place, Mississauga L5B 0G4

This interest rate is not guaranteed and subject to final approval by an authorized lender.

All mortgage loan approvals are based on the information provided by the above mentioned individual in his/her mortgage application. The approval may be subject to change based on any material change in the person's financial status. This letter is not to be taken as a binding contract. Prior to closing, an authorized lender will provide a Mortgage Commitment and a Disclosure Statement specifying the exact terms of the mortgage.

If you require any additional information please feel free to contact the undersigned,

Sincerely,

Jora Purewal
Mortgage Agent
Invis

151 City Centre Drive Unit 601
Mississauga, Ontario L5B 1M7
License M08007946
Phone: (905) 281 3555 x 1
Fax: (905) 281 2592
Cell : (905) 3306090
www.joepurewal.ca

