

MR MANOJ S SHAH
97 WILLIAMSON DR
BRAMPTON ON L7A 3R7

001

DATE 2016-06-21
Y Y Y Y M M D D

PAY TO THE
ORDER OF

Blaney McMurtry LLP in Trust

\$2000⁰⁰/₁₀₀

Two Thousand ⁰⁰/₁₀₀ DOLLARS

President's Choice
FINANCIAL

President's Choice Financial services
are provided by the direct banking division
of the Canadian Imperial Bank of Commerce
305 Milner Avenue, 5th Floor
Scarborough, Ontario M1B 3V4

BANK ACCOUNT

Security features
included.
Details on back.

MEMO Signing Auth. for Block 9 (27p5)
BPS (Arbutus)

Signature

MP

⑈001⑈ ⑆30800⑈010⑆ 0087203808⑈

Received by Richard
21 June 16

ENTERED

MR MANOJ S SHAH
97 WILLIAMSON DR
BRAMPTON ON L7A 3R7

002

DATE 2016-08-21
Y Y Y Y M M D D

Blaney McMurtry LLP in Trust

PAY TO THE
ORDER OF

\$ 7500 ⁰⁰/₁₀₀

Seven Thousand Five Hundred ⁰⁰/₁₀₀

100 DOLLARS

Security features
included
Details on back

President's Choice
FINANCIAL

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of the Canadian Imperial Bank of Commerce
305 Milner Avenue, 5th Floor
Scarborough, Ontario M1B 3V4

BANK ACCOUNT

MEMO Block 1x 2nd Inst

B9S # 2715

⑈002⑈ ⑆30800⑈010⑆ 0087203808⑈

MR MANOJ S SHAH
97 WILLIAMSON DR
BRAMPTON ON L7A 3R7

003

DATE 2016-10-19
Y Y Y Y M M D D

Blaney McMurtry LLP in Trust

PAY TO THE
ORDER OF

\$ 7500 ⁰⁰/₁₀₀

Seven Thousand Five Hundred ⁰⁰/₁₀₀

100 DOLLARS

Security features
included
Details on back

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FINANCIAL

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Scarborough, Ontario M1B 3V4

BANK ACCOUNT

MEMO Block 1x 2nd 3

B9S # 2715

⑈003⑈ ⑆30800⑈010⑆ 0087203808⑈

ENTERED
10/10/16

MR MANOJ S SHAH
97 WILLIAMSON DR
BRAMPTON ON L7A 3R7

004

DATE 2016-12-21
Y Y Y Y M M D D

Blaney McMurtry LLP in Trust

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BLOCK NINE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

LEASE PRIOR TO CLOSING

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

MANOJ S SHAH (the "Purchaser")

Suite **2715 Tower 9 South Unit 14 Level 26** (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:

Notwithstanding paragraph 22 of this Agreement, the Purchaser shall be entitled to seek the Vendor's approval to assign the occupancy licence set out in Schedule C to the Agreement to a third party, on the following terms and conditions:

- (a) the Purchaser pays to the Blaney McMurtry, in Trust the amount required to bring the deposits for the Residential Unit to an amount equal to twenty-five percent (25%) of the Purchase Price by the Occupancy Date;
- (b) the Purchaser is not in default at any time under the Agreement.
- (c) the Purchaser covenants and agrees to indemnify and hold harmless the Vendor, its successors and assigns (and their officers, shareholders and directors) from any and all costs, liabilities and/or expenses which it has or may incur as a result of the assignment of Occupancy Licence, any damage caused by the sublicensee to the Residential Unit or the balance of the Property by the sublicensee (including, but not limited to, any activities of the sublicensee which may lead to a delay in registration of the proposed condominium) inclusive of any and all costs and expenses (including legal costs on a substantial indemnity basis) that the Vendor may suffer or incur to terminate the Occupancy Licence and enforce the Vendor's rights under the Agreement;
- (d) the Vendor shall have the right in its sole discretion to pre approve the sublicensee including, but not limited to, a review of the sublicensee's personal credit history and the terms of any arrangement made between the Purchaser and the sublicensee;
- (e) the Purchaser shall deliver with the request for approval a certified cheque in the amount of One Thousand Five Hundred Dollars (\$1,500.00) plus applicable taxes for the administrative costs of the Vendor in reviewing the application for consent, which sum shall be non refundable.

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 21st day of June 2016.

Witness:

Purchaser: **MANOJ S. SHAH**

THE UNDERSIGNED hereby accepts this offer.

DATED at TORONTO this 23 day of JUNE 2016.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:

Authorized Signing Officer
I have the authority to bind the Corporation

Between: **AMACON DEVELOPMENT (CITY CENTRE) CORP.** (the "Vendor") and
MANOJ S SHAH (the "Purchaser")
Suite **2715 Tower 9 South Unit 14 Level 26** (the "Unit")
twenty-five percent (25%) of the Purchase Price.

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 21 day of JUNE 2016.

Witness:

Purchaser: **MANOJ S SHAH**

DATED at TORONTO this 23 day of JUNE 2016.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: _____

Authorized Signing Officer
I have the authority to bind the Corporation

BLOCK NINE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

CAPPING

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

MANOJ S SHAH (the "Purchaser")

Suite 2715 Tower 9 South Unit 14 Level 26 (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:

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 \$6,000.00;
- 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)(vi) of the Agreement, to a maximum of \$2,750.00; and
- 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 \$1,350.00.

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 21st day of June 2016.

Witness:

Purchaser: MANOJ S SHAH

DATED at TORONTO this 23 day of JUNE 2016.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:

Authorized Signing Officer
I have the authority to bind the Corporation

BLOCK NINE
SCHEDULE "D"
ACKNOWLEDGEMENT OF RECEIPT

Suite **2715** Tower **9 South** Unit **14** Level **26** (the "Unit")

THE UNDERSIGNED, **MANOJ S SHAH** 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 April 1, 2015, 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 30th day of June 2016.



Witness:



Purchaser: **MANOJ S SHAH**

The Purchaser may direct the Vendor not to use the Purchaser's personal information for marketing purposes, including the purposes identified in subparagraphs (k) and (l), by giving notice to the Vendor at the address and telephone number that appears in the Agreement of Purchase and Sale.

The Purchaser may obtain additional information about the Vendor's personal information management practices, make a complaint to the Vendor about its practices and request access to, or a correction of, personal information about the Purchaser in the Vendor's possession or control, by contacting the Vendor at the address and telephone number that appears in the Agreement.

Irrevocability

56. This offer by the Purchaser, shall be irrevocable by the Purchaser until the 15th day (excluding Saturdays, Sundays and statutory holidays) following the date of his or her execution of this Agreement, after which time, this offer may be withdrawn, and if so, same shall be null and void and the deposit shall be returned to the Purchaser without interest or deduction. Acceptance by the Vendor of this offer shall be deemed to have been sufficiently made if this Agreement is executed by the Vendor on or before the irrevocable date specified in the preceding sentence, without requiring any notice of such acceptance to be delivered to the Purchaser prior to such time. Without limiting the generality of the foregoing, acceptance of this offer (or any counter offer with respect thereto) may be made by way of telefax transmission (or similar system reproducing the original) provided all of the necessary signatures and initials of both parties hereto are duly reflected on (or represented by) the telefaxed copy of the agreement of purchase and sale so transmitted, and such acceptance shall be deemed to have been effected or made when the accepted offer (or counter offer, as the case may be) is telefaxed to the intended party, provided that a confirmation of such telefaxed transmission is received by the transmitting party at the time of such transmission, and the original executed document is thereafter sent to the recipient of the telefaxed copy.

Initials: Vendor  Purchaser: 

SCHEDULE "A" OF AGREEMENT OF PURCHASE AND SALE

SKETCH



Initials: Vendor:  Purchaser: 

Purchaser's rights to colour and material selections hereunder and such selections shall be binding upon the Purchaser. No changes whatsoever shall be permitted in colours and materials so selected by the Vendor, except that the Vendor shall have the right at any time and without prior notice to the Purchaser to substitute other materials and items for those provided in this Schedule provided that such materials and items are of equal quality to or better than the materials and items set out herein.

3. The Purchaser acknowledges that there shall be no reduction in the price or credit for any standard features listed herein which are omitted at the Purchaser's request.
4. References to model types or model numbers refer to current manufacturer's models. If these types or models change, the Vendor shall provide an equivalent model.
5. All dimensions, if any, are approximate.
6. All specifications and materials are subject to change without notice.
7. Pursuant to the Agreement, this Schedule or amendment or change order, the Purchaser may have requested the Vendor to construct an additional feature within the Unit which is in the nature of an optional extra. If, as a result of building, construction or site conditions within the Unit or the building, the Vendor is not able to construct such extra, the Vendor may, by written notice to the Purchaser, terminate the Vendor's obligation to construct the extra. In such event, the Vendor shall refund the Purchaser the monies, if any, paid by the Purchaser to the Vendor in respect of such extra, without interest, and in all other respects this Agreement shall continue in full force and effect, with time of the essence.
8. Flooring and specific features will depend on the Vendor's package as selected.

E. & O. E

Initials: Vendor:



Purchaser:



