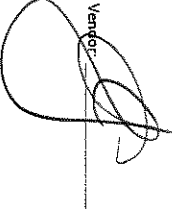


COLOUR SELECTION

UNIT: 3509  
ADDRESS: 430 Square One Drive  
MODEL TYPE: 2B  
KITCHEN TYPE Linear  
PURCHASER: MONA FATHI ELBARBARY

CABINERY		
LOCATION	DESCRIPTION	UPGRADE
KITCHEN: CABINETS	Shorewood H3090, Flat Panel (Standard Package ABOVE)	
MAIN BATH: VANITY CABINETS	Shorewood H3090, Flat Panel (Standard Package ABOVE)	
MAIN BATH: MEDICINE CABINET*	N/A	
MASTER ENSUITE: VANITY CABINETS	Shorewood H3090, Flat Panel (Standard Package ABOVE)	
MASTER ENSUITE: MEDICINE CABINET*	Shorewood H3090, Flat Panel (Standard Package ABOVE)	
TILE		
LOCATION	DESCRIPTION	UPGRADE
KITCHEN BACKSPLASH	Colours & Dimensions, Colour Dove Grey Bright, Chevron 2 x 9 (Standard Package ABOVE)	
MAIN BATH: FLOOR TILE	Rhyne, Colour: Stone Chamber, 12" x 24" (Standard Package ABOVE)	
MAIN BATH: TUB SURROUND TILE	Colours & Dimensions, Arctic White, Bright Finish 4x16" (Standard Package ABOVE)	
MASTER ENSUITE: FLOOR TILE	Rhyne, Colour: Stone Chamber, 12" x 24" (Standard Package ABOVE)	
MASTER ENSUITE: SHOWER SURROUND TILE	Colours & Dimensions, Arctic White, Bright Finish 4x16" (Standard Package ABOVE)	
LAUNDRY	Rhyne, Colour: Stone Chamber, 12" x 24" (Standard Package ABOVE)	
COUNTERTOPS		
LOCATION	DESCRIPTION	UPGRADE
KITCHEN COUNTERTOP	Nordic Loft, 60/1, Classico Line, (Standard Package ABOVE)	
KITCHEN WATERFALL*	N/A	
KITCHEN BUILD UP	Edge 3/4" (Standard)	
MAIN BATH: COUNTERTOP	Nordic Loft, 60/1, Classico Line, (Standard Package ABOVE)	
MAIN BATH: BUILD UP	Edge 3/4" (Standard)	
MASTER ENSUITE: COUNTERTOP	Nordic Loft, 60/1, Classico Line, (Standard Package ABOVE)	
MASTER ENSUITE: BUILD UP	Edge 3/4" (Standard)	
FLOORING		
LOCATION	DESCRIPTION	UPGRADE
ENTRY, KITCHEN, HALLWAY, LIVING ROOM, DINING ROOM, DEN, BEDROOM(s)*	Solo SPC LVP 5-243 (Upgrade)	YES
APPLIANCES		
LOCATION	DESCRIPTION	UPGRADE
KITCHEN: SINK	Undermount Series, 24" UDF-23181018 (Standard Lineo)	
KITCHEN: FAUCET	Pull down Kitchen Sink Faucet K-396, Polsh Chrome (Standard)	
MAIN BATH: VANITY FAUCET	Single Handle Bathroom Sink Faucet K-99760-4, Polished Chrome (Standard)	
MAIN BATH: TUB CONTROLS	Rite-Temp 2.0 GPM Bath K-799763-4, Polished Chrome (Standard)	
MAIN BATH: TOILET	Elongated 1.28 GPF Toilet K-3946-BA (Standard)	
MAIN BATH: ACCESSORIES	Infinity Series 24" Towel Bar 02-08424 and Toilet Paper Holder, Polished Chrome (Standard)	
MASTER ENSUITE: VANITY FAUCET	Single Handle Bathroom Sink Faucet K-99760-4, Polished Chrome (Standard)	
MASTER ENSUITE: SHOWER CONTROLS	Rite-Temp 2.0 GPM Shower Trim K-7599764 and K-76471-CP Hydro Roll, Polished Chrome (Upgrade)	YES
MASTER ENSUITE: TOILET	Elongated 1.28 GPF Toilet K-3946-BA (Standard)	
MASTER ENSUITE: ACCESSORIES	Infinity Series 24" Towel Bar 02-08424 and Toilet Paper Holder, Polished Chrome (Standard)	
PLUMBING AND ACCESSORIES		
LOCATION	DESCRIPTION	UPGRADE
KITCHEN: SINK	Undermount Series, 24" UDF-23181018 (Standard Lineo)	
KITCHEN: FAUCET	Pull down Kitchen Sink Faucet K-396, Polsh Chrome (Standard)	
MAIN BATH: VANITY FAUCET	Single Handle Bathroom Sink Faucet K-99760-4, Polished Chrome (Standard)	
MAIN BATH: TUB CONTROLS	Rite-Temp 2.0 GPM Bath K-799763-4, Polished Chrome (Standard)	
MAIN BATH: TOILET	Elongated 1.28 GPF Toilet K-3946-BA (Standard)	
MAIN BATH: ACCESSORIES	Infinity Series 24" Towel Bar 02-08424 and Toilet Paper Holder, Polished Chrome (Standard)	
MASTER ENSUITE: VANITY FAUCET	Single Handle Bathroom Sink Faucet K-99760-4, Polished Chrome (Standard)	
MASTER ENSUITE: SHOWER CONTROLS	Rite-Temp 2.0 GPM Shower Trim K-7599764 and K-76471-CP Hydro Roll, Polished Chrome (Upgrade)	YES
MASTER ENSUITE: TOILET	Elongated 1.28 GPF Toilet K-3946-BA (Standard)	
MASTER ENSUITE: ACCESSORIES	Infinity Series 24" Towel Bar 02-08424 and Toilet Paper Holder, Polished Chrome (Standard)	
EXTRAS		
LOCATION	DESCRIPTION	UPGRADE
BASEBOARDS/CASINGS	Flot - 4 1/2" Baseboard / 23/4" Ceiling (Standard)	
INTERIOR DOORS	Masonite-Heritage Series-Logan (Upgrade)	YES
INTERIOR DOOR HARDWARE	2000 Series Lockset UH201R Logan, Flat, Satin Nickel (Standard)	
KITCHEN TRACK LIGHT	Puro Lighting - 4 Feet Track Light Square with 3 track Heads - Track Light #P-TL-A-03-SQ - White (Standard)	
WINDOW COVERING: LIVING ROOM AND BEDROOM(s)*	Sky-Line Shades - Aluminum Cassette & Bottom Box - Clear Anodized Finish, (Upgrade 2) Fabric - Sky-Line - Radiant XL-Q1 - Living Room (Upgrade 2) Fabric - Sky-Line - Radiant XL-Op-Q1 - Bedrooms (Upgrade 2)	YES

To: per page

Vendor: 

Purchaser's Signature: 

Purchaser's Signature: \_\_\_\_\_



UPGRADE SELECTION

UNIT: 3509  
ADDRESS: 430 Square One Drive  
MODEL TYPE: 2B  
KITCHEN TYPE: Linear  
PURCHASER: MONA FATHI ELBARBARY

UPGRADES		
ENTRY, KITCHEN, HALLWAY, LIVING ROOM, DINING ROOM, DEN, BEDROOMS*	Sofo SPC-LVP 5-2x3 (Upgrade)	\$ 4,572.40
KITCHEN APPLIANCES, OTR	Haier Microwave OTR - HWV14Z2BHS - 2X (Linear Upgrade)	\$ 2,760.00
MASTER ENSUITE: SHOWER CONTROLS	Rite-Temp 2.0 GPM Shower Trim K15977M and K176471 -CP Hydro Roll Polished Chrome (Upgrade)	\$ 2,530.00
INTERIOR DOORS	Moschino-Heritage Series-Logan (Upgrade)	\$ 5,520.00
WINDOW COVERING, LIVING ROOM AND BEDROOMS**	Sky-Line Shades - Aluminum Casella & Bottom Bar -Clear Anodized Finish, (Upgrade 2) Fabric - Sky-Line - Rodent XL-40) - Living Room (Upgrade 2) Fabric - Sky-Line - Rodent XL CP-40) - Bedrooms (Upgrade 2)	\$ 1,610.00
SUBTOTAL:		\$ 16,992.40
HST		\$ 2,269.01
DECOR CREDIT:		
TOTAL:		\$ 19,261.41
DEPOSIT VIA CHEQUE		\$ 4,800.35
BALANCE DUE ON OCCUPANCY:		\$ 14,461.06

- The following are the terms for the payment of the above items:
1. Cheque payable to Aid & Berni, LLP in Trust Q3 via Credit Card Payment
  2. Full payment via Visa, Mastercard, or Cheque(s) for upgrades below Five Thousand Five Thousand (\$5000.00)
  3. Twenty Percent (25%) Deposit via Visa, Mastercard or Cheque(s) for upgrades above Five Thousand (\$5000.01) with the remaining balance due on Occupancy

Purchaser(s) is responsible for verifying the accuracy of the information contained within the Upgrade Agreement

Purchaser has been advised of available Upgrades offered by the Builder, and has declined any additional upgrades. Purchaser acknowledges and accepts that any further request for upgrades at a later date may not be possible due to construction scheduling and shall remain subject to Vendor's complete discretion. All requests for upgrades from and after the date hereof, if accepted and approved by the Vendor, shall be subject to an administration fee. The Builder reserves the right in its sole and unfettered discretion at any time, whether before or after acceptance of a request to Upgrade, to decline to accommodate any requested Upgrade. Purchaser also acknowledges and accepts that all upgrades changes are subject to increase based on availability and/or time of order. All Upgrade and/or change requests are final and binding on the Purchaser once approved and accepted by the Builder. No credit is available for any deletion of selected Upgrade or change request, once approved by the Builder. Payment of deposit is to be made at time of order by way of either valid credit card transaction or personal cheque made payable to Aid & Berni, LLP in Trust. All Upgrade deposits will be held in trust with Builder's solicitor pending completion, permitted release to the Builder or termination of the transaction as contemplated by the Agreement of Purchase and Sale.

Vendor: 

Purchaser's Signature: 

Purchaser's Signature: \_\_\_\_\_

# AVIA

## TERMS AND CONDITIONS


UNIT: 3509  
ADDRESS: 430 Square One Drive  
PURCHASER: MONA FATHI ELBARARY

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, grain, etc. of all installed materials may vary from Vendor's samples due to manufacturing, natural variations in colour, product and installation process. The Purchaser acknowledges that the Vendor accepts no responsibility in the event that a chosen selection becomes subsequently unavailable for any reason whatsoever. If the Vendor is unable or unwilling 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 five (5) business days of being notified by the Vendor to do so. If the Purchaser does not re-select within five (5) business days, the Vendor will make such selections, which selections 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 provided the Vendor or its Sales Representative has notified the Purchaser of its agreement to complete some and the cost(s) for such upgrade or change request, the Purchaser shall pay the total amount owing by certified cheque to the Vendor within seven (7) business days from being so notified. All cheques are to be made payable to Afd & Ben's LLP, in Trust. Failure to pay the Upgrade or change request fees 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, where applicable, shall be calculated by the Vendor in its sole and unfettered discretion and shall be non-negotiable. Credit(s), where applicable, shall be adjusted on the final closing 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 of 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 not provided. The value of such adjustment to be determined by the Vendor in its sole and unfettered 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 (whether occupancy or final) without delay, condition 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 sums so paid are acknowledged by the purchaser to be non-refundable.

ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT OF PURCHASE AND SALE TO REMAIN THE SAME AND CONTINUE IN FULL FORCE AND EFFECT, AND TIME REMAINS OF THE ESSENCE

DATED at Mississauga this 18<sup>th</sup> of May, 2022

Witness Signature:  Purchaser Signature:  Purchaser Signature: \_\_\_\_\_

THE UNDERSIGNED hereby accepts this offer.

DATED at Toronto this 15 of June, 2022

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: \_\_\_\_\_

I have the authority to bind the corporation

**A M A C O N**

**D E V E L O P M E N T  
(CITY CENTRE) CORP**

**Appointment of Designate for Colour Selection**

This form is to be filled out by the Purchaser(s) indicated on the Agreement of Purchase and Sale (APS).

By completing and signing this form, the Purchaser is indicating that they intend to send a designate, in their place, to pick the Colour Selection scheme for their new home. This form authorizes the designate to sign and deliver certain documents on the Purchaser's behalf.

The completed authorization form should be provided to the Vendor/ Builder at the Colour Selection appointment time or in advance.

To Amacon Development (City Centre) Corp.

I/we will not personally be able attend our Colour Selection appointment. I/we appoint the designate named below to attend the Colour Selection appointment, and have him/her select and sign off on the Colour Selection Agreement on my/ our own behalf.

Name of Purchaser Mona ElBARBARy

Name of Purchaser \_\_\_\_\_

Signature of Purchaser Mona ElBarbar

Signature of Purchaser \_\_\_\_\_

Date May 18/22

Date \_\_\_\_\_

Project Name: Avia Tower: 1 Suite#: 3509  
New Home Address \_\_\_\_\_

Matlab Desoky  
Name of Designate \_\_\_\_\_

Signature of Designate Matlab Desoky

Designate ID#: D2814-50990-05614 Designate Contact #: 647-465-4022  
(Designate will be asked to show ID before the Colour Selection Appointment)

YASSER ELSAYED  
221 TRACINA DR  
OAKVILLE ON L6L 4C1

024

DATE 2022-05-18  
Y Y Y Y M M D D

PAY TO THE ORDER OF Aird & Berlis LLP, In Trust

\$ 4,800.35

Four thousand eight hundred and thirty five cents

100 DOLLARS

Security features included  
Details on back



ROYAL BANK OF CANADA  
FOURTH LINE & SPEERS BRANCH  
1005 SPEERS RD.  
OAKVILLE, ON L6L 2X5

MEMO

Avia 1 3509 upgrades

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