

THE GRAND RESIDENCES AT PARKSIDE VILLAGE

BROKER COOPERATION AGREEMENT

THIS AGREEMENT is made between: Amacon Development (City Center) Corp., the Vendor and **REMAX PROFESSIONALS INC.**, the Co-Operating Brokerage for selling a unit at The Grand Residences at Parkside Village (Pl Lot 19, Conc 2, North of Dundas Street, Mississauga).

This will confirm our Agreement that the Vendor will pay to the Co-Operating Brokerage a referral fee (the "Fee") in the amount of **five percent (5%)** of the Net Purchase Price of the Unit sold to the Purchaser (the Purchase Price less applicable GST, and excluding any monies paid for extras, upgrades & incentives) on this sale as a full co-operating fee in consideration for the first physical introduction of the Purchaser to **The Grand Residences at Parkside Village** and on successful completion of this transaction plus applicable GST on such Fee. To be eligible for the Fee, the Purchaser must be accompanied by the Co-Operating Brokerage (or a Salesperson employed by the Co-Operating Brokerage) on the Purchaser's first visit to the Parkside Village Sales Center and both the Purchaser and the Co-Operating Brokerage or Salesperson must register at the Vendor's receptionist at such time and the Purchaser shall not have previously registered with the Vendor and the Purchaser shall enter into a firm and binding Agreement of Purchase and Sale with the Vendor. Without limiting the foregoing:

- (i) **telephone registrations will not be valid;**
- (ii) the registration will be valid for 30 days only from the clients first visit to the sales office;
- (iii) the Co-Operating Broker and/or Salesperson must accompany the Purchaser(s) during the execution of the Agreement of Purchase and Sale;

failing which, the parties agree that the Fee shall not be payable

Notwithstanding any provisions contained herein, including payments, the Fee is not earned until the final closing of this transaction on the Unit Transfer Date. The Fee, however, will be paid, as an advance, as follows:

- a) Two and one half percent (2.5%) upon Ninety (90) Days after the expiry of the rescission period and waiving of any purchaser's conditions and provided that all deposit cheques and applicable financial pre-approval of the Purchaser have been received. **A minimum of 10% of the purchase price of the unit has been cleared with the Vendor's escrow agent's Trust Account;**
- b) Two and one half percent (2.5%) within 30 days following the final closing on the Unit Transfer Date;

The Co-Operating Brokerage must submit separate invoices for the commission. **Please note that the Vendor requires original invoices. No commission will be paid on faxed invoices. Please mail original invoices to: Amacon Development (City Center) Corp., Accounts Payable, 2 Harbour Street, Toronto, ON. M5J 3B1.** All questions and invoices regarding commission should be directed to the Vendor Tel. 416-369-9069.

The Co-Operating Brokerage acknowledges and agrees that neither the Co-Operating Brokerage nor any sales agent employed by the Co-Operating Brokerage is authorized by the Vendor to make any representations or promises to the Purchaser regarding **The Grand Residences at Parkside Village** project or the sale of the Unit. In this regard, the Co-Operating Brokerage covenants and agrees to indemnify and save the Vendor harmless from and against any actions, claims, demands, losses, costs, damages and expenses arising directly or indirectly as a result of any misrepresentation made by the Co-Operating Brokerage (or any sales agent employed by the Co-Operating Brokerage) to the Purchaser with respect to **The Grand Residences at Parkside Village** project or the sale of the Unit. The Co-Operating Brokerage acknowledges and agrees that the Vendor shall have the right of set-off against the Fee and any other amount payable by the Vendor to the Co-Operating Brokerage.

This Agreement shall be binding on the parties and their respective successors and assigns.

The Vendor and the Co-Operating Brokerage agree to the terms and conditions expressed in this Agreement.

NAME OF PURCHASER(S): **VARUN MALHOTRA**

Suite **802** Tower **2**

Purchase Price:

\$353,000.00

Net Purchase Price:

\$342,054.26

Fee (Net Commission):

\$17,102.71

We agree to the terms and conditions as set out herein and acknowledge this date having received a true copy of this Agreement.

DATED at Mississauga, Ontario this 25 day of JULY 2009.



Witness

Signature: 

Co-operating Brokerage / Sales Representative
REMAX PROFESSIONALS INC.
FREEDOM MALHOTRA

**Freedom Malhotra**
B. Arts Sc, MBA
Sales Representative

**RE/MAX**
Professionals Inc., Realtor
Independently owned and operated
1645 Dundas Street West, Mississauga, Ontario L5C 1E3
Phone: (905) 270-8840 Fax: (905) 270-0575


Malhotra
Group Inc.

Direct: (416) 822-2981
freedom@malhotrargroup.ca

AMACON DEVELOPMENT (CITY CENTRE) CORP.



PER:

Authorized Signing Officer
I have the authority to bind the Corporation

Date: AUG 19 10 59