

AVIA - TOWER TWO

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

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

ZAFAR IQBAL (the "Purchaser")

Suite **1310** Tower **Avia 2** Unit **10** Level **13** (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 Vendor shall on the Unit Transfer Date credit the Purchaser on the Statement of Adjustments with an amount of \$25,978.76 Notwithstanding anything contained herein the Vendor's obligation to credit the Purchaser is personal in nature to the Purchaser and in the event that the Unit is transferred or in the event that the Purchaser assigns his/her interest in the Unit or in the Agreement of Purchase and Sale prior to the Unit Transfer Date (provided that nothing herein shall be construed as any right of the Purchaser to effect any such transfer or assignment other than in accordance with the terms of the Agreement of Purchase and Sale) the Vendor's obligation to provide the credit stated herein shall be null and void.

It is agreed that Century 21 Empire Realty Inc. will not be seeking any commission on the transaction related to the Agreement of Purchase and Sale stated herein and that the Broker Cooperation Agreement shall be null and void upon the acceptance of this Amendment.

Dated at **Mississauga, Ontario** this **16** day of **November 2020**.

SIGNED, SEALED AND DELIVERED

In the Presence of:

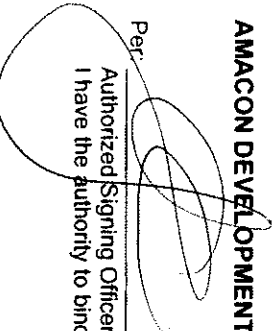
Witness

Zafar Iqbal

Purchaser - ZAFAR IQBAL

Accepted at **Mississauga, Ontario** this **16** day of **November** **2020**.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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



AVIA - TOWER TWO

Suite 1310

Unit 10 Level 13 -

Floor Plan SOAR

BROKER COOPERATION AGREEMENT

THIS AGREEMENT is made between: Amacon Development (City Centre) Corp., the Vendor and **CENTURY 21 EMPIRE REALTY INC.**, the Co-Operating Brokerage in connection with the sales of the unit in Avia - Tower TWO, Block 1, Mississauga).

The Vendor will pay to the Co-Operating Brokerage a referral fee (the "Fee") in the amount of **four percent (4.00%)** of the net Purchase Price of the Unit (the "net" purchase price being less applicable taxes, and excluding any monies paid for extras, upgrades & incentives), plus applicable HST on the sale as a full co-operating fee in consideration for the first direct, in person introduction of the Purchaser to the **Avia - Tower TWO, Block 1** Project, with payment of such fee to be made on Final Closing. To be eligible for the Fee, the Purchaser must be accompanied by the Co-Operating Brokerage (or a licenced salesperson employed by the Co-Operating Brokerage) on the Purchaser's first visit to the Vendor's Sales Center and both the Purchaser and the Co-Operating Brokerage (or licenced salesperson) must register with the Vendor's receptionist at such time. The Purchaser must not have previously registered with the Vendor and close the transaction in order for the Fee to be earned. The Purchaser must enter into a firm and binding Agreement of Purchase and Sale with the Vendor.

The Co-Operating Broker acknowledges and agrees that:

- (i) telephone registrations are not permitted and will not be valid;
- (ii) the on-site in person registration will be valid for 60 days only from the Purchaser's first visit to the sales office (as determined by the date of the registration with the Vendor's Sales Centre receptionist); and
- (iii) the Co-Operating Broker (or licenced salesperson) must accompany the Purchaser(s) for the execution of the Agreement of Purchase and Sale;

Failure to meet the above requirements will result in the Fee being denied.

Provided the above conditions are met, the Fee shall be paid as follows:

- a) Two percent (2.00%) upon payment by the Purchaser of a minimum of **10% Deposit toward of the Purchase Price of the Unit, which Deposit shall have cleared the Vendor's Solicitor's trust account**; and
- b) Two percent (2.00%) within 45 days following Closing;

The Co Operating Brokerage must submit **separate** original invoices for each instalment of the Fee. The Vendor requires a reference/invoice number and original invoices. Faxed invoices will not be accepted. Original invoices are to be mailed to: Amacon Development (City Centre) Corp., Accounts Payable, 1 Yonge Street, Suite 601, Toronto, ON M5E 1E5. All questions and invoices regarding procedure or Fee payable 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 Avia - Tower TWO, Block 1 Project or the particulars of 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 its sales agent) to the Purchaser with respect to Avia - Tower TWO, Block 1 Project or the sale of the Unit.

The Co Operating Brokerage acknowledges and agrees that the Vendor shall have the right of set-off and reconciliation against any Fees for any amount owing by the Co-Operating Broker to the Vendor. The Co Operating Brokerage expressly agrees that the net purchase price and Fee calculation is subject to reconciliation and adjustment at the time of Final Closing for any incentives, credits or other reductions in the purchase price agreed or approved by the Vendor any any time prior to Final Closing.

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): ZAFAR IQBAL

Suite 1310 Tower AVIA 2

Purchase Price:	\$709,900.00
*Net Purchase Price:	\$649,469.03
Fee (Net Commission):	\$25,978.76

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 this

Witness

Signature: Zafar Iqbal

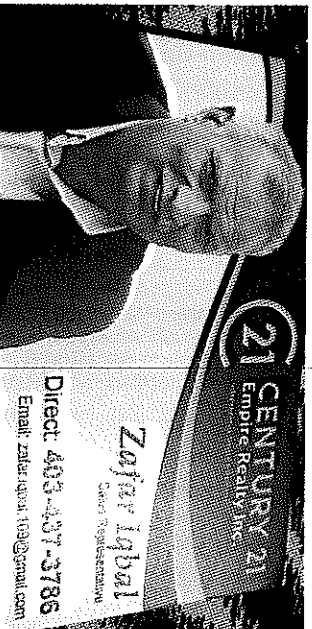
Co-operating Brokerage / Sales Representative
CENTURY 21 EMPIRE REALTY INC
ZAFAR IQBAL

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:

Authorized Signing Officer
I have the authority to bind the Corporation

Date: _____





Century 21 Empire Realty Inc.
80 Pertosa Drive, Unit 2
Brampton, ON L6X 5E9
Ph.: 905-454-1400
Fax : 905-454-1416

Feb 06, 2020

TO WHOM IT MAY CONCERN:

RE: Zafar Iqbal

This to confirm that please adjust commission on statement of adjustments for the unit 1310 in Avia Tower 2 on closing and \$25,978.76 to be credited towards the purchase price upon final closing.

We agree to the commission amount mentioned on the signed broker co-operative agreement (not any additional amount).

Please do not hesitate to ask in case of any queries or clarifications.

Authentisign
Roma Kalra
2/6/2020 3:17:53 PM EST

ROMA KALRA

Broker of Records

Century 21 Empire Realty Inc.
Inc.

Zafar Iqbal
ZAFAR IQBAL

Sales Representative
Century 21 Empire Realty