



MUTUAL RELEASE AND TERMINATION AGREEMENT

PROJECT: Kazmir Condos **RE: SUITE 213**
BETWEEN: QUEENSWELL LTD.
- and -
(Hereinafter called the "**Vendor**")

ZAHRA SUNDERJI AND FAYIAZ SUNDERJI
(Hereinafter collectively called the "**Purchaser**")

A. **WHEREAS** the Purchaser and the Vendor entered into an agreement of purchase and sale dated **May 30th, 2021** (the "**Purchase Agreement**") pertaining to the Purchaser's acquisition from the Vendor of DWELLING UNIT No. **13** on LEVEL **2**, and PARKING UNIT No. **1** on Level _____ and LOCKER UNIT No. **0** on Level _____, together with an undivided interest in the common elements appurtenant to such units (all of which is hereinafter collectively defined as the "**Purchased Units**"), in accordance with a proposed standard condominium plan documentation proposed to be registered against those lands and premises situate in the City of Toronto, Ontario, municipally known at the time as 880 & 884 The Queensway, Etobicoke ON, M8Z 1P1, which are now municipally known as **6 Chartwell Road, Etobicoke, ON, M8Z 0H2** (the "**Condominium**"), all as more particularly described in the Purchase Agreement;

AND WHEREAS for various pertinent reasons, the parties hereto now desire to terminate the Purchase Agreement, and wish to release each other from any and all claims that they may have arising under (or in connection with) the Purchase Agreement, and have accordingly entered into these presents in order to evidence and confirm the same;

NOW THEREFORE THESE PRESENTS WITNESSETH that in consideration of the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other, and in consideration of the mutual covenants and releases hereinafter set forth, and for other good and valuable consideration (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby confirm the accuracy and veracity of the foregoing recitals, and do hereby covenant and agree to the following:

1. The Purchase Agreement, together with any and all addendums thereto or amendments thereof, is hereby terminated and of no further force or effect.
2. Forthwith upon the execution of these presents by both parties hereto, the Vendor shall refund and remit to the Purchaser the sum of **\$0.00** representing the aggregate of all deposit monies heretofore paid by the Purchaser to the Vendor on account of the purchase price of the Purchased Units (hereinafter collectively referred to as the "**Deposit Monies**"), together with any interest accruing thereon that the Purchaser is entitled to receive pursuant to the terms and provision of the Purchase Agreement and/or The Condominium Act 1998, S.O. 1998, as amended.
3. It is further understood and agreed that all monies paid under any other agreement with the Vendor (or with any other company related thereto or affiliated therewith) for extras or upgrades in respect of the above-noted dwelling unit (if any), shall be forfeited to (and retained by or on behalf of) the Vendor (or such related or affiliated company), as its liquidated damages and not as a penalty, and the Purchaser hereby relinquishes all rights, claims and/or entitlements to same.
4. The parties hereto hereby mutually release each other, and each of their respective heirs, estate trustees, successors and assigns, from and against any and all costs, damages, actions, proceedings, demands and/or claims whatsoever which either of the parties hereto now has, or may hereafter have, against the other party hereto, by reason of, or in connection with, the Purchase Agreement (and any and all addendums thereto or amendments thereof) and/or the termination thereof pursuant to the provisions hereof.
5. Without restricting the generality of the foregoing, it is expressly understood and agreed that the Purchaser shall not make or pursue any claim(s) or proceeding(s) with respect to the Purchase Agreement, the Purchased Units, the Real Property and/or the Deposit Monies, against the Vendor, Tarion Warranty Corporation, and the surety company or companies that have issued (or will be issuing) one or more bonds to Tarion Warranty Corporation or condominium deposit insurance policies in connection with the aforementioned condominium project, nor against any party acting as escrow agent or as a prescribed trustee with respect to purchasers' deposit monies (the "**Escrow Agent**"), nor against any other person(s) or corporation(s) entitled to claim (or who might claim) contribution or indemnity from the Vendor in connection with the Purchase Agreement or the termination thereof pursuant to these presents, or in connection with the aforementioned condominium project developed (or intended to be developed) on the Real Property.



6. Upon the execution of these presents by both parties hereto, all of the estate, right, title and interest of the Purchaser in and to the Purchased Units and the Real Property (both at law and in equity, and whether in possession, expectancy or otherwise) shall be automatically released and quit-claimed to and in favour of the Vendor and its successors and assigns forever.
7. In the event that all or any portion of the Deposit Monies heretofore received by the Vendor or the Vendor's solicitors were drawn on the bank account of a third party who is not the Purchaser (nor one of the individuals who collectively comprise the Purchaser), then the Purchaser shall indemnify and save the Vendor and the Vendor's solicitors harmless, from and against all costs, claims, damages and/or liabilities which either or both of them may hereafter suffer or incur as a result of the Deposit Monies being refunded directly to the Purchaser in accordance with these presents, rather than being payable and remitted directly to said third party.
8. This Agreement shall enure to the benefit of, and be correspondingly binding upon, the parties hereto and each of their respective heirs, estate trustees, successors and permitted assigns.
9. This Agreement shall be construed in accordance with (and the parties hereto shall be governed by) the laws of the Province of Ontario, and each of the parties hereto shall attorn to the jurisdiction of the courts of the Province of Ontario.
10. As an inducement to the Vendor for entering into this Agreement, the Purchaser agrees to pay, upon the execution of this Agreement, the amount of Seventeen Thousand Dollars (\$17,000.00), by wire transfer or certified cheque, in immediately available funds, to the Vendor, or as the Vendor may otherwise direct.
11. This Agreement shall be read and construed with all changes of gender and/or number required by the context, and if more than one individual comprises the Purchaser, then all of the foregoing covenants and agreements of the Purchaser shall be deemed and construed to be joint and several covenants and agreements thereof.
12. Each of the parties hereto further acknowledges and agrees that these presents may be executed via telefax transmission (and the execution of a telefaxed version hereof by any or all of the undersigned parties shall have the same force and effect as if same were originally executed), and that a photocopy, telefaxed copy or scanned e-mailed copy of this executed Mutual Release & Termination Agreement may be relied upon to the same extent as if it were an original executed version.

IN WITNESS WHEREOF, each of the parties hereto has hereunto executed these presents effective this 29th day of May, 2025.

SIGNED, SEALED AND DELIVERED

in the presence of:

Witness Name:

Witness Name:

Signed by:

2025-May-30 | 3:16 PM PDT

0C8AB02702514E4

Purchaser: Fayiaz Sunderji

Address: 2628 Sapphire Drive, Pickering, ON L1X 0H3

Phone No.: 4038272898

Signed by:

2025-May-29 | 3:05 PM PDT

B32C819D9D68475

Purchaser: Zahra Sunderji

Address: 2628 Sapphire Drive, Pickering ON L1X 0H3

Phone No.: 20

QUEENSWELL LTD.

Signed by:

2025-May-30 | 3:22 PM PDT

C021973433AA4AD...

Per: Queenswell Ltd.

Name: Queenswell Ltd.

Authorized Signing Officer

I have authority to bind the Corporation