

THE TOWNS AT PARKSIDE VILLAGE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

CAPPING

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

MARCIN M. SIJDEM (the "Purchaser")

3 - 4020 Parkside Village Drive Unit 49 Level 1

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 \$7,500.00;

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 \$2,500.00; 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 \$1,100.00.

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 18 day of March 2014.

Witness:

Purchaser: MARCIN M. SIJDEM

DATED at TORONTO this 20 day of March 2014.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:

Authorized-Signing Officer

I have the authority to bind the Corporation

THE TOWNS OF PARKSIDE VILLAGE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

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

MARCIN M. SIJDEM and MARTA MARGOTA WILCZYNSKA (the "Purchaser")

3 - 4020 Parkside Village Drive Unit 49 Level 1

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~~

~~NIL~~

~~INSERT: TO THE AGREEMENT OF PURCHASE AND SALE~~

~~The undersigned, MARTA MARGOTA WILCZYNSKA (collectively, the "Purchaser")~~

~~DATE OF BIRTH: 11 November 1975~~

~~DRIVER'S LICENCE: W4306-52567-56111~~

~~CURRENT ADDRESS: 3256 Rhonda Valley Mississauga ON L5A 3E9~~

~~Relationship to original purchaser: wife~~

Dated at Mississauga, Ontario this 18 day of March, 2014.

SIGNED, SEALED AND DELIVERED

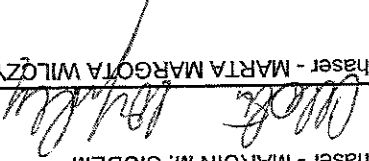
In the Presence of

Witness

Witness

Purchaser - MARCIN M. SIJDEM

Purchaser - MARTA MARGOTA WILCZYNSKA

Accepted at TORONTO this 30 day of March 2014.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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

Suite TH49
Unit 49 Level 2
Floor Plan TH2

THE TOWNS AT PARKSIDE VILLAGE
BROKER COOPERATION AGREEMENT

THIS AGREEMENT is made between: Amacon Development (City Center) Corp., the Vendor and SUTTON GROUP REALTY SYSTEMS INC., the Co-Operating Brokerage in connection with the sales of the Unit in The Towns at Parkside Village, Mississauga, Ontario.

This will confirm our Agreement that the Vendor will pay to the Co-Operating Brokerage a referral fee (the "Fee") in the amount of (2.50%) of the net Purchase Price of the Unit plus applicable HST (the "net" Purchase Price being less applicable taxes, 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 Towns at Parkside Village proposed Condominium, with payment of such fee to be made on Closing. 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 Towns at Parkside Village Sales Centre and both the Purchaser and the Co-Operating Brokerage or salesperson must register with the Vendor's receptionist at such time. The Purchaser must not have previously registered with the Vendor. The Purchaser must enter into a firm and binding Agreement of Purchase and Sale with the Vendor. Without limiting the foregoing:

- telephone registrations will not be valid:
- (i) the registration will be valid for 60 days only from the Purchaser's first visit to the sales office; and
 - (ii) 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, the Fee, shall be paid as follows:

- a) One percent (1.0%) upon payment by the Purchaser of a deposit in the amount of Forty Thousand Dollars (\$40,000.00) toward of the Purchase Price of the Unit, which deposit shall have cleared the Vendor's Solicitor's trust account; and
- b) One and one half percent (1.5%) within 45 days following Closing;

The Co-Operating Brokerage must submit separate invoices for the fee. Note that the Vendor requires a reference/invoice number and Original Invoices. No commission will be paid on faxed invoices. Please mail original invoices to: Amacon Development (City Center) Corp., Accounts Payable, 37 Bay Street, Suite 400, Toronto, ON M5J 3B2. 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 Towns at Parkside Village proposed Condominium 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 Towns 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 Co-Operating Brokerage to the Vendor.

The Parties expressly agree that the net Purchase Price and fee calculation is subject to adjustment at the time of Closing for any incentives, credits or other reductions in the Purchase Price determined by the Vendor either at the time of execution of the Agreement or on 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): MARCIN M. SIJDEM
3 - 4020 Parkside Village Drive, Unit 49, Level 1

Purchase Price: \$ 548,900.00
*Net Purchase Price: \$ 506,991.15
Less Incentive: \$ 5,000.00
Fee (Net Commission): \$ 12,549.78

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 30 day of March, 2014.

Witness

Signature:

Co-Operating Brokerage / Sales Representative
SUTTON GROUP REALTY SYSTEMS INC.
MICHAEL CZAN

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Authorized Signing Officer

I have the authority to bind the Corporation

Date:

30 March 2014

PER:

a Real Estate . pro
MICHAEL CZAN
647.889.5020
mcan@sutton.com
http://vnu.me/homes
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