Suite No. 921, Unit 21, Level 9(the "Unit")

## AMENDMENT TO AGREEMENT OF PURCHASE AND SALE PURCHASE OF PARKING UNIT

BETWEEN:

## AMACON DEVELOPMENT (CITY CENTRE) CORP. (hereinafter called the "Vendor") OF THE FIRST PART - and ANJNA KUMARI BHANDAAL

## OF THE SECOND PART

	WI	HERE	AS by	y Agreeme	ent of Purcha	se and Sa	ile dated 1st	Febru	ary, 2020 (the '	'Purchase A	gree	ment") the	Purchaser has a	greed
to	purchase	from	the	Vendor,	Residential	Unit 2	<u>1</u> , Level <u>9</u> ,	(the	"Residential	Unit"), in	the	proposed	Condominium	(the
"Condominium"), located in the project known as Avia Tower One, 430 Square One Drive, Mississauga, Ontario;														

(hereinafter called the "Purchaser")

AND WHEREAS the Purchaser also desires to purchase a Parking Unit \_\_\_\_TBD\_\_\_\_, Level \_\_\_TBD\_\_\_\_\_, (the "Additional Unit");

AND WHEREAS upon purchase of the Additional Unit, the Purchaser will also be required to contribute its proportionate share of common expenses attributable to said Additional Unit in accordance with Schedule "D" to the Declaration and the Budget Statement for the Condominium, which proportionate share of common expenses is payable in advance in monthly instalments from the date of purchase, in similar fashion as the common expenses attributable to the Residential Unit;

NOW THEREFORE in consideration of the mutual covenants set forth herein, the parties hereto agree with each other as follows:

- 1. The Purchaser agrees to purchase and the Vendor agrees to sell a Parking Unit for the purchase price of <u>Fifty Thousand Eight Hundred Fifty Dollars</u> (\$50,850.00), inclusive of HST (if the Purchaser is purchasing the Parking Unit for personal occupancy) OR exclusive of HST (if the Purchaser is not purchasing the Residential Unit for personal occupancy) as applicable ("Additional Unit Purchase Price") together with its appurtenant interest in the common elements.
- 2. The Additional Unit Purchase Price shall be in addition to the purchase price of the Residential Unit as same is set out in the Purchase Agreement.
- 3. A Deposit of TWENTY-FIVE PERCENT (25%) of the Additional Unit Purchase Price, being <u>Twelve Thousand Seven Hundred Twelve and 50/100 Dollars</u> (\$12,712.50) is payable upon execution hereof, by cheque made payable to the Vendor's solicitors, **Aird & Berlis LLP**, in trust, which deposit will be credited to the Purchaser on the Statement of Adjustments on the Closing Date, and the balance of the Additional Unit Purchase Price is to be paid by the Purchaser to the Vendor's solicitors, **Aird & Berlis LLP**, in trust, by certified cheque on the Closing Date.
- 4. The Purchaser expressly agrees that any adjustments to the common expenses payable with respect to the purchase of the Additional Unit and in particular any additional or increased common expenses owed by the Purchaser therefor, will be reflected on the Statement of Adjustments.
- 5. The Purchaser acknowledges that the Additional Unit is subject to monthly common expenses which are set out in Schedule D to the proposed Declaration as well as in the Schedule of Monthly Common Expenses included with the Budget in the Disclosure Statement and that the Purchaser has reviewed and accepts same.
- 6. The Purchaser acknowledges that no transfer or assignment of the Additional Unit is permitted to be offered or granted to a subsequent purchaser or approved assignee that is not also an owner of a residential unit in this Condominium. Any such transaction shall be void and of no effect to transfer or assign the said Additional Unit.

In all other respects, and except as provided herein, the provisions of the Purchase Agreement shall apply to the purchase of the Additional Unit and remain unamended by the execution of this Addendum and time shall continue to be of the essence.

IN WITNESS WHEREOF I/We have hereunto	set forth my/our hand(s) and seal(s) this $\_$ day of $\_$ , 20 $\_$	
WITNESS:	Bhorodaal	
	Purchaser:	
	Purchaser:	
	Purchaser:	
THE UNDERSIGNED hereby accepts this offer.		
ACCEPTED this5th_ day of January, 20_23	_	

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per: Name: Andrea Alsip Cotnam
Authorized Signing Officer

I have the authority to bind the Corporation.