

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 8th day of February 2017.

AMONG:

HUMAIRA AAMIR

(hereinafter called the "Assignor")

OF THE FIRST PART;

- and -

SYED IKHLAQ JAFRI

(hereinafter called the "Assignee")

OF THE SECOND PART;

- and -

AMACON DEVELOPMENTS (CITY CENTRE) INC.

(hereinafter called the "Vendor")

OF THE THIRD PART.

WHEREAS:

- (A) By Agreement of Purchase and Sale dated the 30th day of October 2012 and accepted the 31st day of October 2012 between the Assignor as Purchaser and the Vendor as may have been amended (the "Agreement"), the Vendor agreed to sell and the Assignor agreed to purchase Unit 07, Level 8, Suite 807, together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as PSV2, Mississauga, Ontario (the "Property");
- (B) The Assignor has agreed to assign the Agreement and all deposits tendered by the Purchaser thereunder as well as any monies paid for extras or upgrades, monies paid as credits to the Vendor (or its solicitors) in connection with the purchase of the Property to the Assignee and any interest applicable thereto (the "Existing Deposits"), and the Assignee has agreed to assume all of the obligations of the Assignor under the Agreement and to complete the transaction contemplated by the Agreement in accordance with the terms thereof; and
- (C) The Vendor has agreed to consent to the assignment of the Agreement by the Assignor to the Assignee.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the sum of Ten Dollars (\$10.00) now paid by the Assignee to the Assignor and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Subject to paragraph 7 herein, the Assignor hereby grants and assigns unto the Assignee, all of the Assignor's right, title and interest in, under and to the Agreement including, without limitation, all of the Assignor's rights to the Existing Deposits under the Agreement;
2. The Assignor acknowledges that any amounts paid by the Assignor for Existing Deposits will not be returned to the Assignor in the event of any default or termination of the Agreement and the Assignor expressly acknowledges, agrees and directs that such amounts shall be held by the Vendor as a credit toward the Purchase Price of the Unit.
3. The Assignee covenants and agrees with the Assignor and the Vendor that he/she will observe and perform all of the covenants and obligations of the Purchaser under the Agreement and assume all of the obligations and responsibilities of the Assignor pursuant to the Agreement to the same extent as if he/she had originally signed the Agreement as named Purchaser thereunder. The Assignee acknowledges that in the event the Vendor does not receive the full benefit of the HST Rebate, (as defined in the Agreement) for any reason whatsoever, the Assignee shall be required to pay the amount of the HST Rebate to the Vendor on Closing in addition to the Purchase Price, as more particularly set out in the Agreement.
4. Subject to the terms of the Assignment Amendment, the Assignee covenants and agrees with the Assignor and the Vendor not to list or advertise for sale or lease and/or sell or lease the Unit and is strictly prohibited from further assigning the Assignee's interest under the Agreement or this Assignment to any subsequent party without the prior written consent of the Vendor, which consent may be arbitrarily withheld.
5. In the event that the Agreement is not completed by the Vendor for any reason whatsoever, or if the Vendor is required pursuant to the terms of the Agreement to refund all or any part of the Existing Deposits or the deposit contemplated by section 2 above, the same shall be paid to the Assignee, and the Assignor shall have no claim whatsoever against the Vendor with respect to same.
6. The Assignor hereby represents to the Assignee and the Vendor that he/she has full right, power and authority to assign the Agreement to the Assignee.

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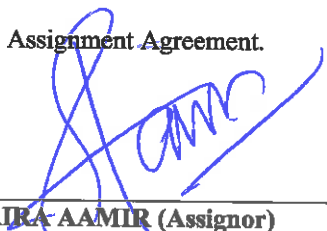
7. The Assignor covenants and agrees with the Vendor that notwithstanding the within assignment, he/she will remain liable for the performance of all of the obligations of the Purchaser under the Agreement, jointly and severally with the Assignee. For greater clarity, the Assignor may be required to complete the Occupancy Closing with the Vendor.
8. The Vendor hereby consents to the assignment of the Agreement by the Assignor to the Assignee. This consent shall apply to the within assignment only, is personal to the Assignor, and the consent of the Vendor shall be required for any other or subsequent assignment in accordance with the provisions of this Agreement.
9. The Assignee hereby covenants, acknowledges and confirms that he/she has received a fully executed copy of the Agreement and the Disclosure Statement with all accompanying documentation and material, including any amendments thereto.
10. The Assignor shall pay by certified cheque drawn on solicitor's trust account to Blaney McMurtry, LLP upon execution of this Assignment Agreement, Vendor's solicitor's fees in the amount of Five Hundred Dollars (\$500.00) plus HST.
11. The Assignor and Assignee agree to provide and/or execute such further and other documentation as may be required by the Vendor in connection with this assignment, including, but not limited to, satisfaction of Vendor's requirements to evidence the Assignee's financial ability to complete the transaction contemplated by the Agreement, Assignee's full contact information and Assignee's solicitor's contact information.
12. Details of the identity of the Assignee and the solicitors for the Assignee are set forth in Schedule "A" and in the Vendor's form of Information sheet. Notice to the Assignee or to the Assignee's solicitor, shall be deemed to also be notice to the Assignor and the Assignor's solicitors.
13. Any capitalized terms hereunder shall have the same meaning attributed to them in the Agreement, unless they are defined in this Assignment Agreement.
14. This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, estate trustees, successors and permitted assigns, as the case may be. If more than one Assignee is named in this Assignment Agreement, the obligations of the Assignee shall be joint and several.
15. This Assignment Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF the parties have executed this Assignment Agreement.

DATED this 8th day of February 2017



Witness

 (P.O.A.)
HUMAIRA AAMIR (Assignor)



Witness


SYED IKHLAQ JAFRI (Assignee)

AMACON DEVELOPMENT (CITY CENTRE)
INC.

Per: _____
Name: STEPHANIE BABINEAU
Title: DIRECTOR, SALES AND
MARKETING

I have authority to bind the Corporation

Schedule "A"

Details of Assignee

ASSIGNEE (1) **NAME:** Syed Ikhlaq Jafri
DATE OF BIRTH: 1964/05/05
ADDRESS: 11 Annual Circle, Brampton, ON, L6X 2M2
PHONE: 647-404-0775
EMAIL: ikhlaquafri@yahoo.com
OCCUPATION: Self- Employed Construction
EMPLOYER: 2328824 Ontario Inc.

SOLICITOR **NAME:** Monu Bansal
LAW FIRM: Monu Bansal Law Office
ADDRESS: 831 Bovaird Drive West, Unit 28
Brampton, ON, L6X 0T9
PHONE: 905-497-2396
FAX: 905-497-2394

Ontario Driver's Licence
Permis de conduire ON CANADA

12 NAME: JAFRI
13 BIRTH: 1984/06/08
14 SEX: M
15 EYES: BRN
16 HAIR: BRN
17 ANNUAL CIRCLE: 11
18 ADDRESS: BRAMPTON, ON, L6X 2M2
19 DRIVER'S NO: J0128 - 73046 - 40505
20 EXPIRATION: 2020/08/05
21 HEIGHT: 165 cm
22 CLASS: A
23 ENDORSEMENTS: ZX
24 SIGNATURE: Jafri, Jafri
25 PHOTO: [Portrait Photo]

PSV 2 807 Assignee



MCAP Service Corporation
200 King St W, Suite 400
Toronto, ON M5H 3T4
www.mcap.com

Feb 07, 2017

Application Number: 628534.1
Broker Reference Number: 63739

PRE-APPROVED MORTGAGE CERTIFICATE

Congratulations Syed Ikhalq Jafri ! You have been per-approved for the mortgage for Unit No: 807, 510 Curran Place Mississauga ON L5B 0G4 with the following terms:

Mortgage Amount:	\$340,000.00	Insurance Premium:	
Purchase Price:	\$435,000.00	Downpayment:	\$95,000.00
Term:	5 Year Fixed		
Interest Rate:	Rate 2.89%		

With this certificate, we protect you from rising interest rates and guarantee you the rate noted above, up to the expiry date of this pre-approval.

For terms less than 5 years, today's 1-4 year fixed rates have also been reserved for you (as noted below), although the amount you qualify for may vary. The interest rates shown are maximum rates, provided our mortgage is funded with us prior to the expiry date of Aug 07, 2017.

Product	Maximum Rate
1 Year Fixed Rate	2.09%
2 Year Fixed Rate	2.19%
3 Year Fixed Rate	2.29%
4 Year Fixed Rate	2.39%

Please ensure the following supporting documents* are readily available and are submitted to us upon you entering into an offer to purchase:

- Proof of income used to qualify
- Proof of non-borrowed downpayment (if applicable)
- Complete Purchase and Sale Agreement
- MLS Listing or Builders Sketch & Floor Plan

We are proud to offer customers a variety of mortgage programs that are available on many of our products. You may become eligible for a special program once you have entered into an Offer to Purchase and selected one of the products shown above. This pre-approval does not guarantee eligibility for any programs.

This pre-approval is also conditional upon the following:

- Receipt of satisfactory current credit bureau report at the time of purchase.
- Insurer undertaking to insure the purchased property. (If applicable)

Although you have been pre-approved, we strongly suggest that when you enter into an Offer to Purchase, you make your offer **subject to financing** to protect yourself from risk as this pre-approval is conditional and should not be regarded as a guarantee to provide financing. This Pre-approval is valid for **ONE** Offer to Purchase on one property which is completed on or before the expiry date set out above. If for any reason the designated Offer to Purchase does not complete prior to the expiry date set out above, this Pre-approval Certificate will become void.

We are offering this pre-approval solely based on the information provided to us at time of application for a first mortgage. Final approval and funding is subject to all standard underwriting guidelines being met and all supporting documents being acceptable to us.

Yours Truly,
MCAP Service Corporation

* We reserve the right to request additional information or documents based on the nature of the transaction.



Royal Bank of Canada
Banque Royale du Canada

9495 MISSISSAUGA RD.
BRAMPTON, ON

57075772 4-516

DATE 20170207
Y/A M/M D/J

PAY TO THE ORDER OF / PAYEZ À L'ORDRE DE Blaney McMurtry LLP in Trust

\$20,795.00

EXACTLY \$20,795.00

AUTHORIZED SIGNATURE REQUIRED FOR AMOUNTS OVER \$5,000.00 CANADIAN / SIGNATURE AUTORISÉE REQUISE POUR UN MONTANT EXCÉDANT 5,000.00 \$ CANADIENS

CANADIAN DOLLARS CANADIENS

RE/OBJET

PURCHASER NAME

NOM DE L'ACHETEUR

AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE

PURCHASER ADDRESS

ADRESSE DE L'ACHETEUR

COUNTERSIGNED / CONTRESIGNÉ

FORM 10516 (05-2010)

PSV2 807 5% for Assignment

⑈57075772⑈ ⑆01306⑈003⑆ 099⑈013⑈5⑈

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

ASSIGNMENT

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

HUMAIRA AAMIR (the "Purchaser")

Suite **807** Tower **TWO** Unit **7** Level **8** (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made to the above-mentioned 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.

Delete: FROM THE AGREEMENT OF PURCHASE AND SALE

22 The Purchaser covenants not to list for sale or lease, advertise for sale or lease, sell or lease, nor in any way assign his or her interest under this Agreement, or the Purchaser's rights and interests hereunder or in the Unit, nor directly or indirectly permit any third party to list or advertise the Unit for sale or lease, at any time until after the Closing Date, without the prior written consent of the Vendor, which consent may be arbitrarily withheld. The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is or shall be incapable of rectification, and accordingly the Purchaser acknowledges, and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement and the Occupancy License, effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply. The Purchaser shall be entitled to direct that title to the Unit be taken in the name of his or her spouse, or a member of his or her immediate family only, and shall not be permitted to direct title to any other third parties.

Insert: TO THE AGREEMENT OF PURCHASE AND SALE

22 The Purchaser covenants not to list for sale or lease, advertise for sale or lease, sell or lease, nor in any way assign his or her interest under this Agreement, or the Purchaser's rights and interests hereunder or in the Unit, nor directly or indirectly permit any third party to list or advertise the Unit for sale or lease, at any time until after the Closing Date, without the prior written consent of the Vendor, which consent may be arbitrarily withheld. The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is or shall be incapable of rectification, and accordingly the Purchaser acknowledges, and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement and the Occupancy License, effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply. The Purchaser shall be entitled to direct that title to the Unit be taken in the name of his or her spouse, or a member of his or her immediate family only, and shall not be permitted to direct title to any other third parties.

Notwithstanding the above, the Purchaser shall be permitted to assign for sale or offer to sell its interest in the Agreement, provided that the Purchaser first:

- (i) obtains the written consent of the Vendor, which consent may not be unreasonably withheld;
- (ii) acknowledges to the Vendor in writing, that the Purchaser shall remain responsible for all Purchaser's covenants, agreements and obligations under the Agreement;
- (iii) covenants not to advertise the Unit in any newspaper nor list the Unit on any multiple or exclusive listing service;
- (iv) obtains an assignment and assumption agreement from the approved assignee in the Vendor's standard form;
- (v) pays the sum Zero (\$0.00) Dollars plus applicable HST by way of certified funds as an administration fee to the Vendor for permitting such sale, transfer or assignment, to be paid to the Vendor at the time of the Purchaser's request for consent to such assignment.

(vi) If, as a result of any such assignment, the Purchaser or assignment purchaser is no longer eligible or becomes ineligible for the New Housing Rebate described in paragraph 6 (f) of the Agreement, the amount of such Rebate shall be added to the Purchase Price and credited to the Vendor on closing.

(vii) the Purchaser pays to the Vendor's Solicitors, in Trust the amount required, if any, to bring the Deposits payable for the Unit under this Agreement to an amount equal to twenty-five percent (25%) of the Purchase Price if, at the time that the Vendor's consent is provided for such assignment, the Deposit having been paid does not then represent twenty-five percent (25%) of the Purchase Price

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 30th day of October 2012.

Witness.

Purchaser HUMAIRA AAMIR

DATED at TORONTO this 31 day of OCTOBER 2012.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER

Authorized Signing Officer
I have the authority to bind the Corporation

GENERAL POWER OF ATTORNEY

THIS GENERAL POWER OF ATTORNEY is given on 23 day of November, 2016.

By Humaira Aamir, resident of 2164 Kawartha Crescent, Mississauga, ON., L5H 3P9.

I APPOINT my sister, Saima Adnan, resident of 199 Summit Ridge Dr., Guelph, ON. N1E 0M1, to be my attorney (in accordance with the Substitute Decisions Act and the Powers of Attorney Act of Ontario, Canada), who can exercise the powers under this power of attorney, to do on behalf of the undersigned, any of the following acts with respect to the property located at **807-510 Curran Place, Mississauga, ON.**, legally described as Unit 7, Level 8, PSCP No. TBA, Mississauga, ON. ("Property").


- (a) to sign any agreement, including amendments to an agreement to purchase (including acknowledgment of any copies) and to do all sorts of correspondence with the Vendor and/or Vendor's solicitor until the date of final closing as mentioned under the Agreement of Purchase and Sale;
- (b) to sign any documentation required by the lawyer acting on the purchase in order to complete such transaction, whether it be interim/occupancy closing, assignment, or final closing;
- (c) to receive and to pay all moneys required in order to effect a deposit on the purchase and to pay the required balance due on closing after receiving on my behalf any mortgage monies to be advanced;
- (d) to sign any applications and documentation related to completion of new first mortgage financing, if required, in order to close such purchase;
- (e) to sign any listing, or amendments (including acknowledgment of any copies) in order to effect a sale or assignment of the Property;
- (f) to sign any and all documentation required by the lawyer acting on the sale or assignment in order to complete such transaction;
- (g) to sign any other applications and documentation related to completion of the sale or assignment of the Property;
- (h) to pay from the proceeds of the transaction all moneys required in order to discharge any mortgages, pay any expenses (including commissions and legal fees) regarding any such transaction.
- (i) to mortgage or refinance the Property with any lender(s) and to pay off existing lenders;
- (j) to lease and manage the Property, including but not limited to collection of rents etc., as deemed fit by the Attorney;
- (k) to represent the undersigned before any financial institutions, Canada Revenue Agency, any Federal, Provincial, Municipal or local Authority or any other organisation and to sign any document or receive any document on behalf of the undersigned.
- (l) to do any and all things in order to complete or achieve any of the above.


The undersigned agree(s) for myself, heirs, executors, and administrators, to ratify and confirm all that the said attorney shall lawfully do or cause to be done by virtue of this Power of Attorney. The attorney shall be fully and completely indemnified against all claims, actions and costs which may be incurred by or imposed on the attorney in connection with the exercise of this power of attorney undertaken in good faith. This Power of Attorney shall remain in full force and effect until written notice of revocation has been given to the attorney or until the transaction contemplated herein has been completed.


In accordance with the Substitute Decisions Act of Ontario, Canada, this Power of Attorney is declared to be a continuing power of attorney and may be exercised during any subsequent legal incapacity on the part of the undersigned.

This power of attorney for property shall be read with such changes as to number and gender as shall be required in the context.

IN WITNESS WHEREOF the undersigned has signed this General Power of Attorney in the presence of the witnesses whose names appear below and who signed in the presence of the undersigned at the same time.


(Signature of Witness)
Name of Witness: **MUHAMMAD N. CHAUDHRY**
Address: **Barristers, Solicitors & Notary**
7-120 Watline Avenue
Mississauga, ON. L4Z 2C1


(Signature of Witness) **JEANNE R. BROUS**
Name of Witness: **Farooq & Chaudhry LLP**
Address: **Barristers & Solicitors**
7-120 Watline Avenue
Mississauga, ON. L4Z 2C1


(Humaira Aamir)
Executrix



PSV2 807 Assignor's POA