## Worksheet

# Leasing



Si	uite	: 2808 Tower: PSV Date: Apr. 25/17 Completed by: Silvi
	M	1oufid El Rifai
Pl	leas	e mark if completed:
<b>√</b>	•	Copy of 'Lease Prior to Closing' Amendment
<b>/</b> (	•	Copy of Lease Agreement
✓,	•	Certified Deposit Cheque for Top up Deposit to 25% payable to Blaney McMurtry LLP in Trust 20%. provided on occupancy
<b>√</b> ,	•	Certified Deposit Cheque for leasing fee as per the Leasing Amendment payable to Amacon City Centre Seven New Development Partnership.  \$ 500 * H\$T
<b>/</b> ,	•	Agreement must be in good standing. Funds in Trust: \$ 42,378 (15%)
<b>√</b>	•	Copy of Tenant's ID
<b>/</b>	•	Copy of Tenant's First and Last Month Rent
J	•	Copy of Tenant's employment letter or paystub
ı	•	Copy of Credit Check (travel work parmit Provided)
<b>/</b>	•	Paid more money up front.  Copy of the Purchasers Mortgage approval
<b>\</b>	•	The elevator will not be allowed to be booked until all of the Above items have been completed and submitted
_	Adı	ministration Notes:
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#### **PSV - TOWER ONE**

#### **AMENDMENT TO AGREEMENT OF PURCHASE AND SALE**

#### **LEASE PRIOR TO CLOSING**

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

MOUFID EL RIFAI (the "Purchaser")

Suite 2808 Tower ONE Unit 8 Level 27 (the "Unit")

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:

**Notwithstanding paragraph 22 of this Agreement,** the Purchaser shall be entitled to seek the Vendor's approval to assign the occupancy licence set out in Schedule C to the Agreement to a third party, on the following terms and conditions:

- (a) the Purchaser pays to the Blaney McMurtry, in Trust the amount required to bring the deposits for the Residential Unit to an amount equal to twenty percent (20%) of the Purchase Price by the Occupancy Date;
- (b) the Purchaser is not in default at any time under the Agreement.
- (c) the Purchaser covenants and agrees to indemnify and hold harmless the Vendor, its successors and assigns (and their officers, shareholders and directors) from any and all costs, liabilities and/or expenses which it has or may incur as a result of the assignment of Occupancy Licence, any damage caused by the sublicencee to the Residential Unit or the balance of the Property by the sublicencee (including, but not limited to, any activities of the sublicencee which may lead to a delay in registration of the proposed condominium) inclusive of any and all costs and expenses(including legal costs on a substantial indemnity basis) that the Vendor may suffer or incur to terminate the Occupancy Licence and enforce the Vendor's rights under the Agreement;
- (d) the Vendor shall have the right in its sole discretion to pre approve the sublicencee including, but not limited to, a review of the sublicencee's personal credit history and the terms of any arrangement made between the Purchaser and the sublicencee;
- (e) the Purchaser shall deliver with the request for approval a certified cheque in the amount of Five Hundred Dollars (\$500.00) plus applicable taxes for the administrative costs of the Vendor in reviewing the application for consent, which sum shall be non refundable.

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 Agreen	nent
DATED at <b>Mississauga, Ontario</b> this <del>13**</del> _ day of	<u>April</u> 2017.
Witness:	Purchaser: MOUFID EL RIFAI
THE UNDERSIGNED hereby accepts this offer.	
DATED at MSS\SSQUAR this	s 25 day of 1901 2017.
	AMACON DEVELOPMENT (CITY CENTRE) CORP.
	PER:  Authorized Signing Officer I have the authority to bind the Corporation

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Form 401

# 2808 - 401 BRICKSTONE MEN'S LANDLORD (LASSON) MOUPLD EL RIPHI THANTHAMED DIFTOKUMAK H. WHETTA AND NIYATI D. MAKADIA The Service of the aid as and as as paid of the Agreement to be the habenness defection 15 day of APRIL MISSISSAURA 26 17

by signed between the Parties. I cared and Landford agree that an accepted Agreement to Lease shall farm a completed lease and no other lease will

The Tenant negrees to provide the Landlord with 4 post dated cheques starting from MAY 157 2014

Ten in agree, not to make any decorating changes to the premises without the express written consent of the Lar divid or his nuthorized agent.

Buyers or Tenants, after giving the Tenant at least twenty four (24) hours written notice of such showing, and to allow the Landlord to affix a For Sale or For Rent sign on the property within 60 days prior to the end of the Lease The Tenant agrees to allow the Landford or his agent to show the property at all reasonable hours to prospective

Landford shall pay rest estate taxes, and maintain fire insurance on the premises. Tenant acknowledges the Landford's fire insurance on the premises provides no coverage on Tenant's personal property. Fenant agrees to have tenant'liability insurance valid and will give a copy of policy to Landford prior to occupancy.

Fanant agrees to pay the cost of hydro electricity required on the premises during the term of the lease. Foram turber surces to provide proof to the Landford on or before the date of possession that the services have been

Tenant agrees to pay the first \$75.00 for any minor service needed in condo premises.

Landlord warrants that all appliances, chattels and fixtures will be in good working order prior to occupancy.

keys for returned. Tenant agrees to pay Landford a \$100 refundable keyifab deposit to be returned on Lease completion and uf

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Form 401 Revised 2014 Page 1 of 1 WEDFORMS CONZOLO

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26 17		 	

Chantels Included: Fridge. Stove, Bil Dichwasher, Bil Microwave, Washer, Dryer. Window Covernge, Electrical Light Dixtures. One Locker And Parking

Tenant agrees to per Laudhard a promised rent of \$533.33 for April 20th to April 30th, 2017. It is amount will be paid by personal cheque on May 1st, 2017.

Landlord represents and wastants that the floor and all appliances hated in this Agreement to leave will be in good working order at the commencement of the leave term. Toman agrees to mainfain and appliances in a state of ordinary excuriment at the Tenant's cast.

Tenant shall comply with all the Rules and By-laws of the Condominium Corporation

Tenant shall leave the appliances at the end of the term in alean condition and working order, save named west and

Tenant shall not sublet the premises without prior written consent and approval of the new tenant by the Landkard

Tenent agrees to provide a copy of the tenent liability insurance binder by the leave commandement date

Tenant agrees that no pets and no smoking are allowed in the premises.

Landlord must post the name and telephone number of the designated contact person for the antagency repairs.

Tenant, if not in default hereunder, shall have the option, by written notice, given to the 1 andlord at least sixty (6ft) days before the ead of the lease term, to change the lease term to month to month.

It is burn your terminating by all partners the Agreement to below

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SIA.	TURA.		सम्ब		

West 100 Metro View Realty Ltd. advise the parties to this Agreement that the Real Estate Trust account, in which the deposit for this transaction [The Deposit] shall be placed in a Noil Interest Bearing Real Estate Trust Account, carring no interest on the deposit and unless it is requested by the Parties in writing in this Agreement that the deposit be placed in an interest learning Term deposit there will be no interest paid or earned on the deposit funds being held.

The Buyer agrees to provide a certified cheque or bank draft as a deposit within one [1] butking day Jexeluding Saturday. Sunday and statutory holidays J from the date of acceptance of this offer. No cash deposits will be accepted.

The Paris, s to this Apresment acknowledge that the real estate Broker[s] so named in this Apreement has recommended that the Parities about independent professional advice prior to signing this document. The Parities nuther acknowledge that no information provided by West-100 Metro View Realty Ltd. is to be construed as legal, tax or environmental advice and all sizes and measurements are approximate and is to be verified by the Buyer.

The Buyer and Seller hereby acknowledge that the Province of Omario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Seller. West-100 Metro View Realty Ltd. or Salesperson, for any changes in property tax as a result of a re-assessment of the property.

The Brokerages and registrants named in the attached Confirmation of Cooperation and Representation represent and warrant that they have fully complied with the FIN TRAC requirements for customericlient identification by relicience to warrant fluit flower-ment issued photo identification, or such other incares as approved under the regulations, molecular name, address, date of birth, occupation and employment and have such information on file and available for inspection

This form most be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): (DOLN'Y)

INITIALS OF SELLER(S):

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# SOLA datase fred sales offer Summary Document For use with Agreement of Purchase and Sale



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HARSUKHBHAI MANJIBHAI CHETTA

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HARBAANAGAR,BHARUCH

PIN:392015,GUJARAT,INDIA

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# WEST-100 METRO VIEW REALTY

129 Fairview Rd. W. Mississauga, Ontario L5B1K7 O: 905-238-8336 F: 905-238-0020

# DEPOSIT RECEIPT

**DATE:** April 17, 2017

Thank-you,

RECEIVED FROM: Dipenkumar Ghetia (tenant)

**PAYMENT METHOD: RBC Draft** 

**DEPOSIT AMOUNT: \$4,800.00** (first and last 2 months)

PROPERTY: 4011 Brickstone Mews #2808

West-100 Metro View Realty Ltd., Brokerage

		58684295 7=516		
RBC,	Royal Bank of Canada Banque Royale du Canada sa CITY CENTRE DR MISSISSAUGA, ON		DATE	20170417
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April 11, 2017

Emp ld: 250905 Dipenkumar Harsukhbhai Ghetia Bangalore

Dear Dipenkumar Harsukhbhai Ghetia

Congratulation on your overseas assignment!

We are pleased to depute you to Dulux Group, Mississauga, Canada effective 05.04.2017.

Any change in client or location requires amendment or transfer of your work permit. Please raise a request in MyWipro  $\rightarrow$  GIMS  $\rightarrow$  International Trip  $\rightarrow$  Extn/Amend/Trasfer and ensure the completion of formality and approval before you relocate.

All work permits are location and title/position specific. Please ensure that the name of employer on your Work Permit issued is reflected as "Wipro Technologies" and emphasize the same to the Immigration Officer at the Port of Entry at the time of landing in Canada. In Canada, Work permits are being issued at the port of entry. You shall not enter the country without the work permit document in hand.

The terms and conditions of your long term assignment on your arrival there as under:

#### 1. Duration of Assignment

The duration of your overseas assignment in Canada will be for a period of **544** days. This might be subject to review and modification depending on business requirements.

#### 2. Salary and Allowances in India

You will be paid your Base salary and 12% of the same salary as employer's contribution towards PF (Provident Fund), as part your Indian salary in Indian currency. Equivalent amount in Canadian Dollar will be deducted from your net income in Canada.



#### 3. Applicable Norms while abroad

#### i) Career Group

You will be placed in Onsite Career Group GROUP B3 of SALES Stream, while on assignment in Canada.

**Band: GROUP B3** 

[Currency: CAD\$]

Component	Per month	Per Annum	Payable
Base Salary	6,708.33	80,500.00	Semi Monthly
Sales Incentives	2,875.00	34,500.00	
Total Compensation (b)	9,583.33	115,000.00	

The gross salary is derived from the following factors: location of project, role at onsite, position/title, performance rating, and cost of living/prevailing wages in that geographical region in accordance with reasonable saving potential and onsite exposure in Canada.

In Canada, your onsite salary is paid semi-monthly i.e on 1st and 16th of every month.

#### II) Base Salary

Your annual base salary while on assignment in Canada will be CAD 80,500.00.

#### III) Sales Incentives

You will be covered under the Sales Incentive Program. The per Annum targeted Global gross Incentive amount would be CAD **34,500.00**.

#### IV) Expenses incurred abroad

Please try to get the receipts/bills under the name of "Wipro Limited" (wherever possible) whenever you incur expenses (Claimable expenses from company like hotel bill, mobile bill, public conveyance/cab, food etc.) in Canada.

You are required to submit the original receipts/bills and settle forex upon your return from Canada. If you travel on long term assignment, you can accumulate your claims for one month

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and send to local Wipro finance team at NJ office in the subsequent month (for Canada the expense processing happens through Wipro headquarter in New Jersey, US). Please refer clause # 15 below for more details.

#### V) Statutory Deductions

The company will make necessary statutory deductions from your gross Canada allowances and directly pay on your behalf to the concerned authorities; such as CPP (Canada Pension Plan), El (Employment Insurance), Federal & Provincial Taxes etc. These deductions are as under:

#### i. Payroll Taxes

Payroll taxes are a statutory payment which the company will directly pay on your behalf to the Federal and Provincial government in Canada out of your gross salary.

#### ii. Federal /State Income Tax

The company will make payments on your behalf for Federal and Provincial taxes as per Canadian tax law legislation. You will be issued documents confirming the tax payments at the end of each fiscal year.

#### VI) Initial Settling Advance

- i) Travel Advance: You will be eligible for a Travel Advance amount equivalent to CAD\$ 5,000.00 The deductions towards the recovery of this amount from your Canada payroll will commence from the 3<sup>rd</sup> month of your stay in Canada. All outstanding Travel Advance amounts must be cleared in the Canadian Dollars prior to your return to India from Canada assignment.
- ii) Car Loan: You will be eligible for a car loan of up to a maximum of CAD \$ 500.00 P.M. The loan approval will be subject to the submission of required documents of car purchase. The disbursement will be subject to actuals within the applicable limit.

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The advance amount will be recovered from employee's salary in 10 months i.e in 20 equal installments. The first installment will be deducted from the next payable salary after the loan is disbursed. All outstanding loans must be cleared in Canadian Dollars prior to your return to India from Canada assignment.

#### VII) Accident and Health Insurance Cover

In Canada, public health insurance is available to all employees travelling on long term deputation through the **Provincial Health Programs** by Provincial Governments once you have completed 3 months of stay in Canada.

In addition, you are also eligible to enroll in the Wipro offered **Sunlife group insurance** coverage in Canada. This coverage provides essential financial security and medical support in times of need for you and your family during medical emergencies. The plan provides following coverage:

- 1. Extended health care insurance (includes cost for hospitalization, prescription drugs, various medical services, dental and vision cover)
- 2. Short term disability insurance
- 3. Life insurance
- 4. Accident, death and dismemberment insurance

Your Sunlife insurance coverage has a 3 month wait period for health and dental cover, from your start date in Canada. You become eligible for health and dental cover only after you have completed this wait period. For all other benefits (short term disability, life and accident insurance) there is no wait period and you become eligible for these coverages from day 1 of your start date in Canada.

You should apply for the provincial health program and sunlife insurance  $\underline{\text{within 31 days of your arrival in Canada}}$ .

Note: To tide over the 3 month wait period for health coverage under Provincial Health Program and Sunlife insurance, Wipro provides a 3 month Cigna TTK insurance from your start date in Canada. Cigna TTK Insurance is issued by GIMS team prior to start of your Canada trip. Please ensure that you have completed all medical formalities as per Cigna TTK requirements before leaving for onsite. The start date of your Cigna TTK coverage is directly linked to start date, for

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which FTR (Foreign Travel Request) is raised in MyWipro. If there is any change in the actual travel date, it is mandatory that you update the travel records.

It is mandatory that you comprehend the insurance policy material before the onsite travel by referring to the policy details. The summary of this policy coverage can be found on New MyWipro  $\rightarrow$  App Store  $\rightarrow$  My Policies  $\rightarrow$  Common Policies Across Countries  $\rightarrow$  My Information Source  $\rightarrow$  Cigna TTK\_Short Term Insurance Plan

Additionally refer details on health insurance coverage and how to enroll in the Canada Welcome Letter that is issued to you as part of your deputation kit.

#### VIII) Leave / Vacation

During your onsite assignment, you will be covered under the Canada leave and vacation policies.

If you are based at a Client location that is going under forced shutdown (e.g. client is closed for 1 to 2 weeks during Christmas week or any other time during the year), you will be required to apply for vacation covering 100% of days that the client facility is closed. As an example, client has a shutdown from Dec 22nd to Dec 31st, and in this period, there are 4 working days, 2 holidays and 4 weekend days. In such case, for the 4 working days which are now shut down, and hence a holiday, you will need to apply for vacation for those days.

#### IX) Work Norms

While on assignment abroad, you are required to respect the rules and regulations with regard to working hours, discipline norms, as applicable to the client's work policies. You are not allowed to take up any other work, part-time or otherwise for remuneration during your assignment with Wipro Canada.

#### X) Onsite Reporting

You will be reporting to Jeffrey Nazareth.

#### XI) Confidential Information

You will not at any time without the consent of the Chief Executive Officer of the company, disclose or divulge or make public, except on legal obligation, any information regarding the

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company's affairs or administration or development and research, whether these activities are confined to you or become known to you in the course of overseas assignment.

#### XII) Non-Competition and Non-Solicitation

For and in consideration of the Company entering into and performing under its obligations, and in consideration of the compensation paid to employee during the term of employment, during your employment (irrespective of the reason for the termination), you shall not engage in any Competitive Activity. Competitive Activity shall mean directly or indirectly, as an employee, consultant, contractor or otherwise, performing services for or contacting or soliciting the business of any WIPRO customer which you have engaged.

You further agree that, during the temporary assignment and further, for a period of two (2) years after termination of your employment, you will not solicit, induce, or encourage any other WIPRO employee to terminate his or her employment with WIPRO or accept employment with any other person or entity. This covenant applies to direct solicitation and indirect solicitation (e.g., solicitation or hiring through a co-worker or other third party).

#### XIII) Protection of Interest

- a. If you inventor rather develop any new ideas , products , advanced methods of improving processes , formulas, and systems in relation to the operation of Wipro , such ideas , products and other developments will have to be fully communicated to the company and will remain sole right and property of the Wipro.
- b. In light of protecting Wipro's interests, you shall not seek or accept any offer of employment with the client.

## XIV) Status of Residence in Canada

You shall not under any circumstance participate in any activity that would bring you in conflict with Wipro's interests, or any of the official authorities in Canada. Should there be any violation of laws in Canada, you will be personally liable towards any consequences, being financially or any other form of penalty, including repatriation that may arise out of your action. Wipro's decision in this regard will be final and binding.

Mandatory and immediate Registration Process upon landing in Canada:

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You are required to register for SIN (Social Insurance Number) at any of the Service Canada offices immediately upon your arrival in Canada. The details should be entered in MyWipro→ MY DATA → REGISTRATION / DE REGISTRATION

#### XV) Onsite Policies and Compliance

During your onsite stay, you will be governed by Canada (federal & Provincial) Policies and compliance requirements. For details please refer: New MyWipro  $\rightarrow$  App Store  $\rightarrow$  My Policies  $\rightarrow$  Canada Policies.

#### XVI) On completion of assignment

You will be required to return to India immediately upon the completion or termination of your temporary assignment. If you wish to terminate your employment, you are required to provide notice as per the terms of employment given in your appointment letter. In the event you voluntarily terminate your assignment without providing the required notice, you agree to compensate Wipro in lieu of notice period two months of total compensation you are entitled to during the assignment.

### **XVII) Settlement of Forex**

You are expected to settle the forex within 7 days of your return to India. In case of delay in settlement from your side beyond 7 days, no expenses for the period between the date of your return and date of actual settlement will be paid. You will become eligible for your variable pay and WBP/reimbursement from the date of Forex settlement.

Upon your return to India, all the terms and conditions of your appointment letter will remain unchanged as per your original employment contract with Wipro.

The above are subject to change as per company policy from time to time. Please confirm that you have fully read and understood the above terms and conditions with respect to Canada assignment and provide your consent by signing below.



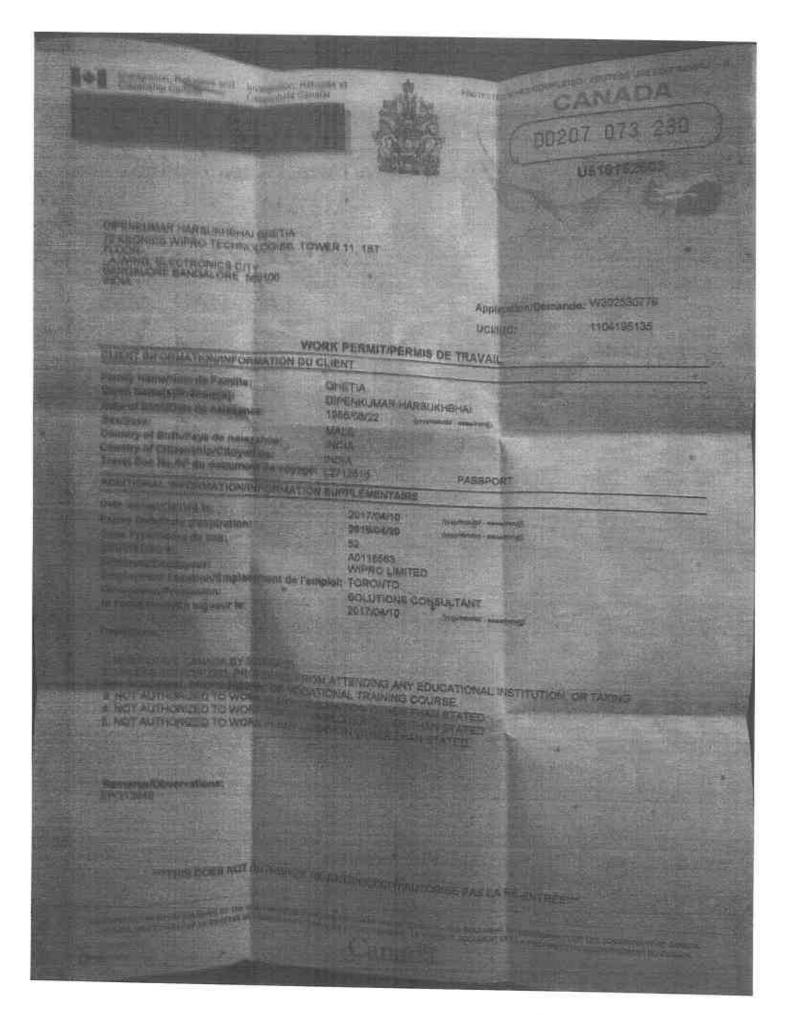
Yours sincerely, for **WIPRO LIMITED** 

Putul Mathur

Vice President - HR

I accept the overseas assignment on above terms and conditions.

Date: Signature:



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#### Dear Moufid El Rifai

I am pleased to advise you that the following loan, to be secured by first mortgage on the property noted below, has been pre-approved providing that all the information supplied is correct and subject to the conditions outlined. This commitment is not transferable, and the benefit may not be assigned.

Property Address: Suite 2808, Unit 8, Level 27, 4011 Brickstone Mews, Mississauga, Ontario

Purchase Price: \$280,900

Down Payment: \$56,180

Mortgage Amount: \$224,720

Capped Interest rate: 3.79%

Term: 5 years

Amortization: 30 years
Total Payment: \$1054.33
Final Approval is subject to:

1. Confirmation of credit application details (including income)

2. Confirmation of down-payment from non-borrowed sources.

3. Satisfactory Street Capital credit investigation.

4. No charge in, and the accuracy of the information provided.

5. The property to be mortgaged meeting Street Capital's normal lending requirements

(For Street Capital)

Sukhdeen Lamba

1 Yonge Street, Suite 2401, Toronto, ON, M5E 1E5