

Worksheet

Family Assignment

Timeline of completion: Must be 4 weeks prior to Occupancy or Post Occupancy

Suite: 1010 Tower: PSV Date: Feb. 13/17 Completed by: Silvi

Please mark if completed:

- ☒ Assignment Agreement Signed by both Assignor and Assignee
- ☒ Certified Deposit Cheque for Top up Deposit to 25% Not Required
- ☒ Certified Deposit Cheque for Family Assignment administration fee of \$500 +HST payable to Amacon City Centre Seven New Development Partnership. Courier to Dragana at Amacon Head office (Toronto). *Not applicable.*
- ☒ Agreement must be in good standing. Funds in Trust: \$ 41,082.82. *free assignment*
- ☒ Assignors Solicitors information
- ☒ Assignees Solicitors information
- ☒ Verify if PDI has been completed. If not, Please identify who will be performing the PDI. If the Assignee is performing the PDI a Designate form must be signed by the Assignor to appoint the assignee to complete the PDI. This form must be submitted to customerareto@amacon.com *Assignor completed PDI*
- ☒ Include Fintrac for Assignee
- ☒ Copy of Assignees ID
- ☐ Copy of Assignees Mortgage Approval *Need assignment completed to get mortgage approval*

The Assignee can close at occupancy closing as long as all of the Above Items have been completed and submitted

Note:

Once all of the above is completed, email the full package immediately to Stephanie for execution of the Assignment agreement. Stephanie will execute and the Amacon admin team will forward immediately to Blaney via email. The Parkside Admin team must courier the full hardcopy package to Blaney McMurtry's office. Please remember that the Assignment fee cheque should be couriered to Amacon.

Administration Notes:

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 5th day of January 2017.

AMONG:

LAITH FAIK AL TIMIMI

(hereinafter called the "Assignor")

OF THE FIRST PART;

- and -

HAIDER AL TIMIMI

(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 4th day of March 2012 and accepted the 3rd day of March 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 10, Level 10, Suite 1010, together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as PSV, 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:

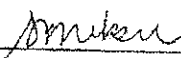
- 1. Subject to paragraph 7 herein, the Assignor hereby grants and assigns unto the Assignee, all of the Assignor's right, title and interest in, under and to the Agreement including, without limitation, all of the Assignor's rights to the Existing Deposits under the Agreement;
- 2. The Assignor acknowledges 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.



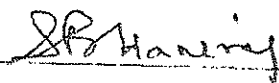
7. The Assignor covenants and agrees with the Vendor that notwithstanding the within assignment, he/she will remain liable for the performance of all of the obligations of the Purchaser under the Agreement, jointly and severally with the Assignee. For greater clarity, the Assignor may be required to 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 Zero (\$0.00) 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 5th day of January 2017.

Witness 


LAITH FAIK AL TIMIMI (Assignor)

Witness 


HAIDER AL TIMIMI (Assignee)

shlaw@ica.net

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:** Haider Al Timimi
DATE OF BIRTH: January 22, 1984
ADDRESS: 5481 Wilderness Trail, Mississauga, ON, L4Z 4A5
PHONE: 647-625-9094
EMAIL: altimimi.h@gmail.com
OCCUPATION: Senior Engineer/ IT
EMPLOYER: Amazon

ASSIGNEE (2) **NAME:**
DATE OF BIRTH:
ADDRESS:
PHONE:
EMAIL:
OCCUPATION:
EMPLOYER:

SOLICITOR **NAME:** Shamim Hansraj
LAW FIRM: Shamim Hansraj Barrister & Solicitor
ADDRESS: 33 City Centre Drive, Suite 541
Mississauga, ON, L5B 2N5
TELEPHONE: 905-276-9944
EMAIL: shlaw@ica.net

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

ASSIGNMENT

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

LAITH FAIK AL TIMIMI (the "Purchaser")

Suite **1010** Tower **ONE** Unit **10** Level **10** (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 on March 03, 2012 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 Purchasers 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;
zero \$0.00  
- (v) pays the sum *Five Thousand* ~~(\$5,000.00)~~ 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 14 day of MARCH 2012.

Witness: 

Purchaser:  LATH FAIK AL TIMIMI

DATED at MISSISSAUGA this 3 day of MARCH 2012.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: 

Authorized Signing Officer
I have the authority to bind the Corporation

INDIVIDUAL IDENTIFICATION INFORMATION RECORD
Information required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*.

Vendor: **AMACON DEVELOPMENT (CITY CENTRE) CORP.**

Lot/Suite #: PSV Phase/Tower: ONE Plan No.: _____

Street: _____

Date of Offer: _____

Sales Representative: In2ition

Verification of Individual

1. Full Legal Name of Individual: Haider Al Timimi
2. Address: 5481 Wilderness Trail
Mississauga, ON, L4Z 4A5
3. Date of Birth: January 22, 1984
4. Principal Business or Occupation: Senior Engineer (IT) Amazon
5. Identification Document (must see original): H8693280
6. Document Identification Number: Passport
7. Issuing Jurisdiction: Canada
8. Document Expiry Date (must not be expired): April 01, 2026

NOTE: This section must be completed for each purchaser. If the individual refuses to provide information must make a record of same detailing what efforts were made to get such information.

Acceptable Identification Documents: birth certificate, driver's licence, passport, record of landing, permanent resident card, old age security card, certificate of Indian Status or SIN card (although SIN numbers are NOT to be provided to FINTRAC). If the identification is from a foreign jurisdiction should be equivalent to one of the above noted documents. Provincial health card NOT an acceptable form of identification.

Verification of Third Parties (if applicable)

Note: Must be completed with a client or unrepresented individual if acting on behalf of a third party. If you suspect the client is acting on behalf of a third party but cannot verify same you must keep record of that fact.

1. Name of third Party: _____
2. Address: _____
3. Date of Birth: _____
4. Principal Business or Occupation: _____
5. Incorporation number and place of issue (corporations/other entities only) _____
6. Relationship between third party and client: _____

TIME RECEIVED

December 7, 2016 at 12:26:11 PM EST

CALLER ID

9052769958

DURATION

80

PAGES

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STATUS

Received

SHAMIM HANSRAJ

BARRISTER, SOLICITOR & NOTARY

33 City Centre Drive, Suite 541

Mississauga, Ontario

L5B 2N5

Tel: (905) 276-9944

Fax: (905) 276-9958

Reminder

7 Dec 2016

SBA

FAX

To:

Blaney MCMURTHY LLP/Tammy Evans

Fax #:

416 593-5437

pages : 3

From:

SHAMIM HANSRAJ - November 26, 2016

Sale by Amacon Development (City Centre) Corp. to Laith Faik Al Timimi - PSV - Tower One, Suite 1010, Unit 10 Level 10, Mississauga - interim closing: March 2017.

I act for the Purchaser, Laith Faik Al Timimi, born May 14, 1981. The Purchaser wishes to assign the Agreement of Purchase and Sale to his brother, Haider Al Timimi, born January 22, 1984. The Vendor and the Purchaser have signed an Amendment to the Agreement of Purchase and sale to allow the Assignment. Copy enclosed. Please provide the required documents for obtaining the consent to the assignment and assumption agreement from the Vendor. Please respond asap as the Assignee is going out of the Province of Ontario on November 29, 2016.

S. B. Hansraj

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AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

ASSIGNMENT

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

LAITH FAIK AL TIMIMI (the "Purchaser")

Suite 1010 Tower ONE Unit 10 Level 10 (the "Unit")

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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 ~~Five Thousand (\$5,000.00)~~ **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.

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- (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 14th day of April 2012.

Witness:

Purchaser: LAITH FAIK AL TINTI

DATED at Mississauga this 3 day of March 2012.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:

[Signature]
Authorized Signing Officer
I have the authority to bind the Corporation