

Worksheet

Standard Assignment

Post Occupancy

Suite: 2005 Tower: PSV Date: _____ Completed by: A. Williams

Please mark if completed:

☒ Copy of Assignment Amendment ✓

☐ Assignment Agreement Signed by both Assignor and Assignee ✓

☒ Certified Deposit Cheque for Top up Deposit to 20% payable to Blaney McMurtry LLP in Trust ✓

☐ Certified Deposit Cheque for Assignment fee as per the Assignment Amendment payable to Amacon City Centre Seven New Development Partnership. Courier to Dragana at Amacon Head office (Toronto). \$0.00 ✓

☐ Agreement must be in good standing. Funds in Trust: \$ _____ ✓

☒ 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 customercareto@amacon.com ✓

☒ Include Fintrac for Assignee ✓

☒ Copy of Assignees ID ✓

☒ Copy of Assignees Mortgage Approval

Administration Notes:

Top up required '15 to deposit Acorn assignee
Smart to bring in top-up. \$16,520

VERIFIED
QUALIFIED CHEQUE

087

DO NOT DESTROY DATE 2017-11-08
V V V V M M D D

PAY TO THE ORDER OF

~~ALAN AND BERLIS LLP, IN TRUST~~ \$ 16,520.12

Sixteen Thousands Five Hundred & Twenty / 100 DOLLARS ☒ A
Only

TD
Canada Trust

3037 U.S. MISSISSAUGA, ONTARIO L4Z 3M1
MISSISSAUGA, ONTARIO L5B 4G2

Secure WebSite
Details on back

Chandrayya Li Ray
4456248

⑈087⑈ ⑆13092⑈004⑈

9011500⑈

Psv 2005

5% top up

Nov 8th, 2017

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 6th day of November 2017.

AMONG:

1970228 Ontario Ltd.

(hereinafter called the "Assignor")

OF THE FIRST PART:

- and -

Chandra Jyoti Das

(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 1st day of March 2017 and accepted the 9th day of March 2017 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 5, Level 19, Suite 2005, together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as 4011 Bricksonne Mews, 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.

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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 ~~Five Hundred Dollars (\$500.00)~~ ^{Zero CD (\$0.00)} plus HST.  CD
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 6th day of November 2017.

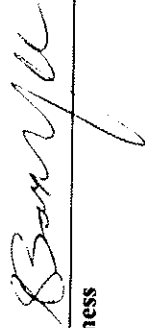
Witness



1970228 Ontario Ltd.

(Assignor)

Witness



Chandra Jyoti Das (Assignee)

(Assignor)

Witness



(Assignee)

AMACON DEVELOPMENT (CITY CENTRE)
INC.

Per:

Name:

Title:

Authorized Signing Officer

I have authority to bind the Corporation

Schedule "A"

Details of Assignee

ASSIGNEE

NAME: Chandea Jyoti Das

DATE OF BIRTH: 1983/05/16 15B 4N3 MISS., ON

ADDRESS: 1701-4680 Living Arts Dr., Miss., ON

PHONE: 647-830-4121

E-mail: CHANDRAJYOTI.DAS@gmail.com

ASSIGNEE

NAME: _____

DATE OF BIRTH: _____

ADDRESS: _____

PHONE: _____

E-mail: _____

ASSIGNEE'S SOLICITOR:

NAME: Shane Hilton

ADDRESS: 310-2600 Edenhurst Dr
MISSISSAUGA ON, L5A 3Z8

PHONE: 905-232-1095

E-mail: _____

Assignor: Sarah Razack

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

ASSIGNMENT

Between: **AMACON DEVELOPMENT (CITY CENTRE) CORP.** (the "Vendor") and
1970228 ONTARIO LTD. (the "Purchaser")
Suite **2005 Tower ONE Unit 5 Level 19** (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 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;
- (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.


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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 1 day of March 2017.

[Signature]
Witness:

[Signature]
Purchaser: 1970228 ONTARIO LTD.

DATED at Mississauga this 9 day of March 2017.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: [Signature]

Authorized Signing Officer
I have the authority to bind the Corporation

Individual Identification Information Record

NOTE: An Individual Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® member whenever they act in respect to the purchase or sale of real estate. It is recommended that the Individual Identification Information Record be completed:

- (i) for a buyer when the offer is submitted and/or a deposit made, and
- (ii) for a seller when the seller accepts the offer

Transaction Property Address: 4011 Buckstone Meadows Unit 2005, Mississauga, ON

Sales Representative/Broker Name: Indira Das

Date Information Verified/Credit File Consulted: Nov 6, 2017

A. Verification of Individual

NOTE: One of Section A.1, A.2, or A.3 must be completed for your individual clients or unrepresented individuals that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller). Where you are unable to identify an unrepresented individual, complete section A.4 and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves the proceeds of crime or terrorist activity. Where you are using an agent or mandatory to verify the identity of an individual, see procedure described in CREA's materials on REALTOR Link®.

1. Full legal name of individual: Chandan Jyoti Das
2. Address: 1701-4080 Living Arts Drive, Mississauga, ON L4S 4N3
3. Date of Birth: 1983/05/16
4. Nature of Principal Business or Occupation: Software Developer - BFM Banking & Solutions Inc. - Self employed

A.1 Federal/Provincial/Territorial Government-Issued Photo ID

Ascertain the individual's identity by comparing the individual to their photo ID. The individual must be physically present.

1. Type of Identification Document: *Ontario Driver's License*
2. Document Identifier Number: *D812351203330516*
3. Issuing Jurisdiction: *Ontario*
4. Document Expiry Date: *2018/05/16*

Country: Canada

A.2 Credit File

Ascertain the individual's identity by comparing the individual's name, date of birth and address information above to information in a Canadian credit file that has been in existence for at least three years. If any of the information does not match, you will need to use another method to ascertain client identity. Consult the credit file at the time you ascertain the individual's identity. The individual does not need to be physically present.

1. Name of Canadian Credit Bureau Holding the Credit File:

2. Reference Number of Credit File:

A.3 Dual ID Process Method

1. Complete two of the following three checkboxes by ascertaining the individual's identity by referring to information in two independent, reliable, sources. Each source must be well known and reputable (e.g., federal, provincial, territorial and municipal levels of government, crown corporations, financial entities or utility providers). Any document must be an original paper or original electronic document (e.g., the individual can email you electronic documents downloaded from a website). Documents cannot be photocopied, faxed or digitally scanned. The individual does not need to be physically present.

- ☐ Verify the individual's name and date of birth by referring to a document or source containing the individual's name and date of birth*
 - ☐ Name of Source:
 - ☐ Account Number**

- ☐ Verify the individual's name and address by referring to a document or source containing the individual's name and address*
 - ☐ Name of Source:
 - ☐ Account Number**

- ☐ Verify the individual's name and confirm a financial account*

- ☐ Name of Source:
- ☐ Financial Account Type:
- ☐ Account Number**

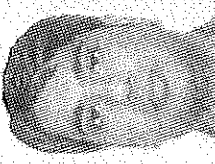
* See CREA's FINTRAC materials on REALTOR Link® for examples. ** Or reference number if there is no account number



This document has been prepared by The Canadian Real Estate Association to assist members in complying with requirements of Canada's *Proceeds of Crime (Money Laundering) and Terrorist Financing Regulations*. © 2014-2017


Ontario
 Driver's Licence
 Permis de conduire

1 NAME/NO
 CHANDRAJYOTI
 DAS
 2 1701-4080 LIVING ARTS DR
 MISSISSAUGA, ON, L5B 4N3
 4 NUMBER
 D0723 - 12058 - 30516
 4 ISS/DEL 2015/08/21 46 EXP/EXP 2018/05/08
 5 CODE/REF DG7188584 16457 HAUT 167 cm
 6 SEX/SEXE M
 7 CLASS/CLASSE G
 8 CATEG
 9 12 FEET/12 CONSO X
 3 EXPIRY 1983/05/16




Occupation: Software Developer

Employee: Self-Employed (BPM Staffing & Solutions Inc.)

Email: Chandrajyoti.Das@gmail.com

647 830 4121

Address: 1701-4080 Living Arts Dr., Miss. ON L5B 4N3

Levyer: Shene Hilton

310-2600 Eden Hurst Dr.
 Mississauga ON L5A 3Z8
 905 232 1095

This Assignment of Agreement of Purchase and Sale dated this 29 day of October

2017

ASSIGNEE, Chandra Jyoti Das

(Full legal names of all Assignees)

, agrees to purchase from

ASSIGNOR, 1970228 Ontario Ltd

(Full legal names of all Assignors)

, the following

THE ASSIGNOR'S INTEREST IN THE REAL PROPERTY:

a unit in the condominium property located at Unit #2005-4011 Brickstone Mews

in the City of Mississauga

being

Unit No 05 Level No 20

Condominium Plan No 0

Building No 510 known as Unit

(Apartment/Townhouse/Store/Unit)

No 2005

together with ownership

or exclusive use of Parking Space(s) parking unit #

P3-55
(Number(s), level(s))

together with ownership or exclusive use of

locker(s) Floor P3 room 1, Locker 28
(Number(s), level(s))

in the common elements appurtenant to the Unit as described in the Declaration and Description including the exclusive right to use such other parts of the common elements appurtenant to the Unit as may be specified in the Declaration and Description; the Unit, the proportionate interest in the common elements appurtenant thereto, and the exclusive use portions of the common elements, being herein called the "property"

PURCHASE PRICE:

Dollars (CDN\$) 451,500.00

Four Hundred Fifty-One Thousand Five Hundred

Dollars

DEPOSIT: Assignee submits Upon acceptance

(Hereinwith/Upon Acceptance/as otherwise described in this Agreement)

Thirty Thousand

Dollars (CDN\$) 30,000.00

by negotiable cheque payable to Sarah Razzouk Professional Corporation in Trust

trust pending completion or other termination of this Assignment agreement ("Assignment") and to be credited toward the Purchase Price on completion. For the purposes of this Assignment, "Upon Acceptance" shall mean that the Assignee is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Assignment agreement. The parties to this Assignment hereby acknowledge that, unless otherwise provided for in this Assignment, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

The Assignee and Assignor acknowledge that the Purchase Price noted above includes both the purchase price the Assignor is paying for the property as indicated in the Agreement of Purchase and Sale between the Assignor and the seller of the property attached hereto as Schedule C, and also includes the amount being paid by the Assignee to the Assignor as payment for the Assignment Agreement. The Assignee and Assignor agree that the funds for this transaction will be calculated and paid as set out in Schedule B attached hereto and forming part of this Assignment.

Assignee agrees to pay the balance as more particularly set out in Schedules A and B attached.

Schedules A, B (Calculation of funds for this Agreement),

C (Agreement of Purchase and Sale that is the subject of this Assignment),

attached hereto form(s) part of this Agreement.

INITIALS OF ASSIGNEE(S):

CD

INITIALS OF ASSIGNOR(S):

CS

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1. **IRREVOCABILITY:** This offer shall be irrevocable by Assignee until 11:59 p.m. on the 31 day of October 2017 after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Assignee in full without interest.

2. **ASSIGNMENT:** The Assignor agrees to grant and assign to the Assignee, forthwith all the Assignor's rights, title and interest, in under and to the Agreement of Purchase and Sale attached hereto in Schedule "C".

3. **ASSIGNEE COVENANTS:** The Assignee hereby covenants and agrees with the Assignor that forthwith upon the assignment of the Agreement of Purchase and Sale it will assume, perform, comply with and be bound by, all obligations, warranties and representations of the Assignor as contained in the Agreement of Purchase and Sale as if the Assignee had originally executed the Agreement of Purchase and Sale as buyer with the seller.

4. **ASSIGNOR COVENANTS:** The Assignor covenants and represents that:

- (a) the Assignor has the full right, power and authority to assign the prior Agreement of Purchase and Sale attached hereto as Schedule "C" (the "Agreement of Purchase and Sale") and the Assignor's interest in the property;
- (b) the Agreement of Purchase and Sale attached hereto as Schedule "C" is a full and complete copy thereof and has not been amended, supplemented, terminated or otherwise changed in any way and is in good standing and has not previously been assigned;
- (c) the Assignor will not amend the Agreement of Purchase and Sale without the Assignee's prior written consent;
- (d) after acceptance of this Assignment Agreement until the earlier of termination or completion of the Agreement of Purchase and Sale attached hereto as Schedule "C", the Assignor will not further assign the Agreement of Purchase and Sale
- (e) neither party to the Agreement of Purchase and Sale (Schedule C) has done any act in breach of the said Agreement of Purchase and Sale or committed any omission with respect to the said Agreement of Purchase and Sale.

5. **NOTICES:** The Assignor hereby appoints the Listing Brokerage as agent for the Assignor for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Assignee's Brokerage) has entered into a representation agreement with the Assignee, the Assignee hereby appoints the Assignee's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Assignor and the Assignee (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Assignee or the Assignor for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to the facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No. 905-238-0020

(for delivery of Documents to Assignor)

FAX No.:

(for delivery of Documents to Assignee)

Email Address: omar.s@rokslogistics.com

(for delivery of Documents to Assignor)

Email Address:

(for delivery of Documents to Assignee)

6. **HST:** If the sale of the Property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. If the sale of the Property is not subject to HST, Assignor agrees to certify on or before closing, that the sale of the Property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

7. **FUTURE USE:** Assignor and Assignee agree that there is no representation or warranty of any kind that the future intended use of the property by Assignee is or will be lawful except as may be specifically provided for in this Assignment.

8. **INSPECTION:** Assignee acknowledges having had the opportunity to inspect the property or the plans and documents for the property to be constructed and understands that upon acceptance of this offer there shall be a binding Assignment agreement between Assignee and Assignor.

9. **PLANNING ACT:** Provided that this Assignment shall not be effective to create or convey an interest in the property unless and until the provisions of the Planning Act RSO 1990 c. P13, as amended are complied with.



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INITIALS OF ASSIGNEE(S):

CD

INITIALS OF ASSIGNOR(S):

D.S.

- 10. RESIDENCY:** (a) Subject to (b) below, the Assignor represents and warrants that the Assignor is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Assignor shall deliver to the Assignee a statutory declaration that Assignor is not then a non-resident of Canada;
(b) provided that if the Assignor is a non-resident under the non-residency provisions of the Income Tax Act, the Assignee shall be credited towards the Purchase Price with the amount, if any, necessary for Assignee to pay to the Minister of National Revenue to satisfy Assignee's liability in respect of tax payable by Assignor under the non-residency provisions of the Income Tax Act by reason of this sale. Assignee shall not claim such credit if Assignor delivers on completion the prescribed certificate.
- 11. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Assignee.
- 12. PROPERTY ASSESSMENT:** The Assignee and Assignor hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Assignee and Assignor agree that no claim will be made against the Assignee or Assignor, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 13. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Assignor and Assignee or by their respective lawyers who may be specifically authorized in that regard.
- 14. TENDER:** Any tender of documents or money hereunder may be made upon the Assignor or Assignee or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 15. APPROVAL OF THE AGREEMENT:** In the event that consent to this Assignment is required to be given by the seller in the Agreement of Purchase and Sale attached hereto in Schedule C, the Assignor will apply, at the sole expense of the Assignor, forthwith for the requisite consent, and if such consent is refused, then this agreement shall be null and void and the deposit monies paid hereunder shall be refunded without interest or other penalty to the Assignee.
- 16. AGREE TO CO-OPERATE:** Except as otherwise expressed herein to the contrary, each of the Assignor and Assignee shall, without receiving additional consideration therefor, co-operate with and take such additional actions as may be requested by the other party, acting reasonably, in order to carry out the purpose and intent of this Assignment.
- 17. DEFAULT BY SELLER:** The Assignee and Assignor acknowledge and agree that if this Assignment Agreement is not completed due to the default of the seller for the Agreement of Purchase and Sale (Schedule C) that is the subject of this Assignment, the Assignor shall not be liable for any expenses, losses or damages incurred by the Assignee and this Assignment Agreement shall become null and void and all moneys paid by the Assignee under this Assignment Agreement shall be returned to the Assignee in full without interest.
- 18. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the Brokerage is not legal, tax or environmental advice.
- 19. CONSUMER REPORTS:** The Assignee is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 20. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Assignment (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Assignment including any Schedule attached hereto, shall constitute the entire agreement between Assignee and Assignor. There is no representation, warranty, collateral agreement or condition, which affects this Assignment other than as expressed herein. This Assignment shall be read with all changes of gender or number required by the context.
- 21. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF ASSIGNEE(S): CD

INITIALS OF ASSIGNOR(S): OS

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This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

ASSIGNEE, Chandra Jyoti Das

and

ASSIGNOR, 1970228 Ontario Ltd

for the purchase and sale of Unit #2005-4011 Brickstone Mews

Mississauga

dated the 29 day of October, 2017

BALANCE OF PAYMENT UNDER THIS ASSIGNMENT AGREEMENT: The Assignee will deliver the balance of payment for this Assignment Agreement as more particularly set out in item b. on Schedule B, subject to adjustments, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System, to the Assignor prior to completing the transaction in the Agreement of Purchase and Sale attached hereto as Schedule "C" to be held in trust without interest pending completion or other termination of the Agreement of Purchase and Sale attached hereto as Schedule "C".

The Parties to this Agreement acknowledge that the real estate Broker(s) so named in this Agreement has recommended that the Parties obtain independent professional advice prior to signing this document. The Parties further acknowledge that no information provided by such real estate Broker(s) is to be construed as legal, tax or environmental advice.

This Offer is conditional upon the Buyer arranging, at the Buyer's own expense, a new Charge/Mortgage for property. Unless the Buyer gives notice in writing delivered to the Seller/Assignor within 10 banking days after acceptance that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

The Buyer/Assignee agrees to pay a further deposit of Twenty Thousand (\$20,000.00) in the form of a bank draft to Sarah Razzouk Professional Corporation in trust upon waiving all conditions and firming the assignment deal and will be credited towards the purchase price.

This Offer is conditional upon the Builder consenting to the assignment sale to the Assignee. Unless the Assignor or Agent gives notice by email/text message to the Assignee or Agent within 15 banking days after acceptance, that this condition has been fulfilled, this Offer shall become null and void and the deposit shall be returned to the Assignee in full without deduction. This condition is self/auto waiving and no paperwork is required by either parties.

This Offer is conditional upon the approval of the terms hereof by the Buyer's Solicitor. Unless the Buyer gives notice in writing delivered to the Seller/Assignor within 10 banking days after acceptance that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

Buyer acknowledges that the registered real estate agent Omar Shaath is a director of the Selling Corporation.

This form must be initialed by all parties to the Assignment of Agreement of Purchase and Sale

INITIALS OF ASSIGNEE(S):

CP

INITIALS OF ASSIGNOR(S):

OS

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This Schedule is attached to and forms part of the Agreement of Purchase and Sale between

ASSIGNEE, Chandra Jyoti Das

, and

ASSIGNOR, 1970228 Ontario Ltd

for the purchase and sale of Unit #2005-4011 Brickstone Mews

Mississauga

dated the 29 day of October 2017

The Assignee and Assignor agree that the calculation of funds to be paid for this Assignment Agreement, subject to adjustments, is as set out in the following items:

- | | | |
|---|--|---------------|
| 1 | Total Purchase Price including the original Agreement of Purchase and Sale and this Assignment Agreement: | \$ 451,500.00 |
| 2 | Purchase Price of original Agreement of Purchase and Sale as indicated in Schedule C: | \$ 330,400.00 |
| 3 | Deposit(s) paid by Assignor to the seller under the original Agreement of Purchase and Sale as indicated in Schedule C, to be paid by the Assignee to the Assignor as follows: | \$ 66,080.00 |

Upon acceptance of this Assignment Agreement and receipt of consent to assign from original seller, if applicable

(Upon acceptance of this Assignment Agreement and receipt of consent to assign from original seller, if applicable)

(Upon occupancy by the Assignee and receipt of consent to assign from the original seller, if applicable)

(Upon final closing of original Agreement of Purchase and Sale and this Assignment Agreement)

- | | | |
|----|--|---------------|
| 4. | Payment by Assignee to Assignor for this Assignment Agreement: | \$ 187,180.00 |
| 5. | Deposit paid under this Assignment Agreement (in accordance with Page 1 of this Assignment Agreement): | \$ 30,000.00 |
| 6. | Balance of the payment for this Assignment Agreement: | \$ 157,180.00 |

INITIALS OF ASSIGNEE(S):

CA

INITIALS OF ASSIGNOR(S):

CS

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BUYER: Chandra Jyoti Das

SELLER: 1970228 Ontario Ltd

For the transaction on the property known as: Unit #2005-4011 Brickstone Mews Mississauga

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation:

"Seller" includes a vendor, a landlord, or a prospective, seller, vendor or landlord and "Buyer" includes a purchaser, a tenant, or a prospective, buyer, purchaser or tenant. "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representative(s) of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the Brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002 (REBA 2002) and Regulations.

1. LISTING BROKERAGE

- a) ☐ The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
- 1) ☐ The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage.)
- 2) ☐ The Listing Brokerage is providing Customer Service to the Buyer.
- b) ☒ **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:

- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
- The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the Buyer;
- Information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice.
- The price the Buyer should offer or the price the Seller should accept;
- And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE – PROPERTY NOT LISTED

- ☐ The Brokerage: [does/does not] represent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid
- ☐ by the Seller in accordance with a Seller: Customer Service Agreement
- or: ☐ by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

CD	OS	OS
BUYER	CO-OPERATING/BUYER BROKERAGE	SELLER
		LISTING BROKERAGE

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3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

CO-OPERATING BROKERAGE- REPRESENTATION:

- a) ☐ The Co-operating Brokerage represents the interests of the Buyer in this transaction.
b) ☐ The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.
c) ☐ The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE- COMMISSION:

- a) ☐ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property n/a
(Commission As Indicated in MLS® Information)
b) ☐ The Co-operating Brokerage will be paid as follows.

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

(Name of Co-operating/Buyer Brokerage)	WEST-100 METRO VIEW REALTY LTD. (Name of Listing Brokerage)
	129 FAIRVIEW RD. WEST MISSISSAUGA
Tel.	905-238-8336 Fax 905-238-0020
	Date: Oct 30, 2017
(Authorized to bind the Co-operating/Buyer Brokerage)	(Authorized to bind the Listing Brokerage)
(Print Name of Broker/Salesperson Representative of the Brokerage)	OMAR SHAAATH (Print Name of Broker/Salesperson Representative of the Brokerage)

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.

BUYER'S INITIALS
X

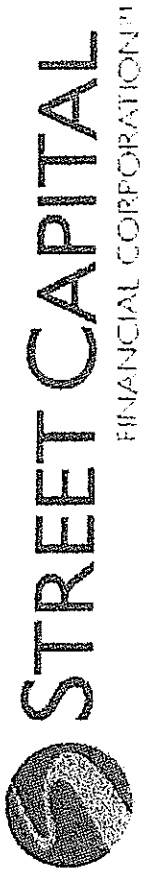
SELLER'S INITIALS
X

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

(Signature of Buyer)	Date: Oct 30, 2017	(Signature of Seller)	Date: Oct 30, 2017
(Signature of Buyer)		(Signature of Seller)	

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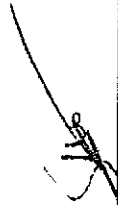
Dear Chandra Jyoti Das

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 2005, 4011 Brickstone Mews, Mississauga, Ontario
Purchase Price: \$451,000
Down Payment: \$90,200
Mortgage Amount: \$360,800.
Capped Interest rate: 3.79%
Term : 5 years
Amortization: 30 years
Total Payment : \$1290.

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)
Sukhdeep Lamba

31/03/2017

(Date)

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