

Worksheet  
Standard Assignment  
Pre- Occupancy

Suite: 2116    Tower: BLK9S    Date: NOV 18/20    Completed by: ANDREA ALSIP COTNAM

Please mark if completed:

- ☒ Copy of Assignment Amendment ✓
- ☒ Assignment Agreement Signed by both Assignor and Assignee ✓
- ☒ Certified Deposit Cheque for Top up Deposit to 25% payable to Aird and Berlis LLP in Trust: \$ \$34,540 but waived ✓
- ☒ Certified Deposit Cheque for Assignment fee \$ \$3,500 +HST/legal fee included ✓ as per the Assignment Amendment payable to Amacon Development (City Centre) Corp. Courier to Dragana at Amacon Head office (Toronto).
- ☒ Agreement must be in good standing. Funds in Trust: \$51,810 ✓

- ☒ Assignors Solicitors information ✓  
Assignor and Assignee share the same solicitor as they are family  
Harpinder Singh Boora  
booralawyer@hotmail.com  
(905) 497-3636
- ☒ Assignees Solicitors information ✓  
1098 Peter Robertson Blvd, Unit 3  
Brampton, ON, Canada,  
L6R 3A5

- ☐ Include Fintrac for Assignee – Occupation and Employer ✓ Signed through the lawyer - I don't have fintrac for the Assignees.

- ☒ Copy of Assignees ID

- ☐ Copy of Assignees 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 Aird & Berlis LLP via email. Please remember that the Assignment fee cheque should be couriered to Amacon.

Administration Notes:

**BLOCK NINE**

**AMENDMENT TO AGREEMENT OF PURCHASE AND SALE**

**ASSIGNMENT**

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

**MAKHAN SINGH and SUNNY S SYAN** (the "Purchaser")  
Suite 2116 Tower 9 South Unit 15 Level 20 (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 Three Thousand Five Hundred (\$3,500.00) 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 25 day of Nov 2016 2020

HARINDER KAUR Harinder kaur  
Witness:

Purchaser: MAKHAN SINGH

HARINDER KAUR Harinder kaur  
Witness:

Purchaser: SUNNY S SINGH  
Purchaser: SUNNY S SINGH

DATED at Mississauga, Ontario this 25th day of November 2020  
AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: [Signature]  
Authorized Signing Officer

I have the authority to bind the Corporation

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 17th day of November 2020.

A M O N G:

Makhan Singh and Sunny S. Svan

(hereinafter called the "Assignor")

OF THE FIRST PART;

- and -

Harinder Kaur and Vineet Svan (hereinafter called

the "Assignee")

OF THE SECOND PART;

- and -

**AMACON DEVELOPMENTS (CITY CENTRE) CORP.**

(hereinafter called the "Vendor")

OF THE THIRD PART.

**WHEREAS:**

- (A) By Agreement of Purchase and Sale dated the 29th day of September, 2016 and accepted the 29th day of September, 2016 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 15, Level 20, Suite 2116, together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as 4055 Parkside Village Drive, 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. Subject to paragraph 4 below, 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.
4. The Assignee shall be required to pay the full amount of the applicable HST to the Vendor on final closing notwithstanding that the Assignee may qualify for HST Rebate (or equivalent). The HST applicable shall be calculated based on the original purchase price and the consideration for the Transfer/Deed to the Assignee shall reflect the original purchase price as set out in the Agreement. The Assignor and/or Assignee are personally directly responsible for collection and remittance of any HST applicable to any increase in or additional consideration negotiated as between Assignor and Assignee for the purchase of the Property. The Assignor and Assignee expressly acknowledge that the HST Rebate credit contemplated by the Agreement will not be available to the assigning parties and the Assignee will be obliged to seek any HST Rebate available directly on his or her own after final closing. The Vendor shall have no obligation whatsoever either before or after closing to assist or cooperate with the

Assignor or Assignee in the collection or remittance of HST on the assignment transaction as between Assignor and Assignee or with any application for HST Rebate or equivalent.

5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. The Assignor shall pay by certified cheque drawn on solicitor's trust account to Aird & Berlis, LLP upon execution of this Assignment Agreement, Vendor's solicitor's fees in the amount of Five Hundred Dollars (\$500.00) plus HST.
12. 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.
13. 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.
14. Any capitalized terms hereunder shall have the same meaning attributed to them in the Agreement, unless they are defined in this Assignment Agreement.
15. 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.
16. 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 Dec 2022.

  
Witness  
Makhan Singh  
Makhan Singh  
(Assignor)

  
Sunny S. Syan  
(Assignor)

  
Harinder Kaur  
(Assignor)

  
Witness  
Vineet Syan  
Vineet Syan  
(Assignee)

  
Vineet Syan  
(Assignee)

  
Witness  
Vineet Syan  
Vineet Syan  
(Assignee)

  
Vineet Syan  
(Assignee)

#### BOORA LAW OFFICE

HARINDER SINGH BOORA

Barister, Solicitor and Notary Public  
1098 Peter Fitchelson Blvd, Unit 3  
Brampton, ONT, Canada L6R 3A5  
Ph: 905-497-3636 Fax: 905-497-3637

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per:

Name:

Title:

Authorized Signing Officer

I have authority to bind the Corporation

Schedule "A"

Details of Assignee

ASSIGNEE

NAME: Harinder Kaur  
DATE OF BIRTH: 20 NOV 1958 270 706 203  
YYMMDD SIN #  
ADDRESS: 38 Barleyfield Rd. Brampton, ON L6R 1R2  
PHONE: Tel: 647-669-5622  
Cell: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: harinder.syan20@hotmail.com

ASSIGNEE

NAME: Vineet Syan  
DATE OF BIRTH: 15 Feb 1989 520 768 748  
YYMMDD SIN #  
ADDRESS: 12 rue de Sauvignon, Kirkland, QC H9H 5A5  
PHONE: Tel: 647-628-7926  
Cell: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: vinny.syan89@gmail.com

ASSIGNEE'S  
SOLICITOR:

NAME: Harpinder Singh Boora  
ADDRESS: 1098 Peter Robertson Blvd, Unit 3  
Brampton, ON, Canada,  
L6R 3A5  
PHONE: Bus: (905) 497-3636  
Facsimile: 905-497-3637  
E-mail: booralawyer@hotmail.com



Bank Draft / Traite de Banque

3467 7923 4

27-43345

MAKHAN SINGH

D6032 DIXIE & PETER ROBERTSON BANKING CTR  
BRAMPTON, ONT

2020-11-24

No of remitter / Donneur d'ordre

Transit No  
N° d'identification

Banking Centre  
Centre bancaire

Date Y/A M/M D/J

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AMACON DEVELOPMENT (CITY CENTRE) CORP.

\*\*\*\*\*THREE THOUSAND NINE HUNDRED FIFTY FIVE

\$\*\*\*\*\*3,955.00

Canadian Dollars  
Dollars Canadiens

CAD

For Canadian Imperial Bank of Commerce  
Pour La Banque Canadienne Impériale de Commerce

Canadian Imperial Bank of Commerce  
Toronto  
Canada

Chief Executive Officer / Chef de la Direction

⑆346779234⑆ ⑆09502⑆010⑆ 06032⑆2743345⑆

Rec'd

NOV 26/2020

Assignment

Fee

2116

Block 9

## STATUTORY DECLARATION

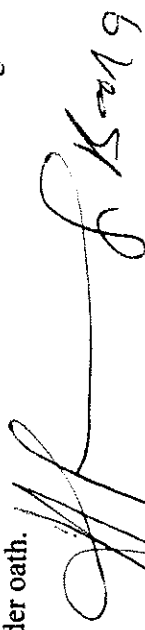
CANADA )  
PROVINCE OF ONTARIO ) In the Matter of  
TO WIT : )

I, **HARPINDER SINGH BOORA**, Barrister, Solicitor and Notary Public of Unit -3,  
1098 Peter Robertson Blvd, in the City of Brampton, L6R 3A5 in the Region of Peel and  
province of Ontario, Canada.

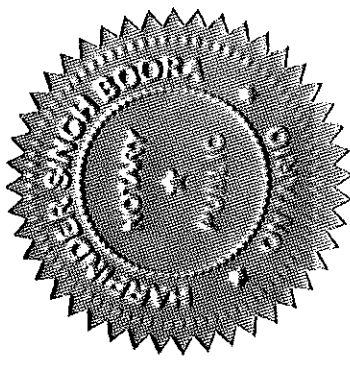
I HEREBY DECLARE as follows:

1. That I verified, authenticated each parties **MAKHAN SINGH, SUNNY S.SYAN,**  
**HARINDER KAUR AND VINEET SYAN** identity and Signatures.

And I solemnly declare that, to my best of knowledge, the statements made in this declaration are true. And I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

  
**HARPINDER SINGH BOORA**  
(Signature of Declarant )

**BOORA LAW OFFICE**  
**HARPINDER SINGH BOORA**  
Barrister, Solicitor, and Notary Public  
1098 Peter Robertson Blvd, Unit 3  
Brampton, ON7, Canada L6R 3A5  
Ph:905-497-3636 Fax:905-497-3637







## CONDITIONAL MORTGAGE APPROVAL CONFIRMATION

DECEMBER 02, 2020

MAKHAN SINGH / SUNNY SYAN  
38 BARLEYFIELD ROAD  
BRAMPTON ON L6R1R2

We have good news! Based on your credit application on **DECEMBER 02, 2020**, you have received a conditional approval for a residential mortgage. Details of the conditional approval are as follows:

|                                     |                |
|-------------------------------------|----------------|
| Approved Mortgage Loan Amount:      | \$200,000      |
| Annual Interest Rate <sup>1</sup> : | 1.79%          |
| Posted/Prime Rate:                  | 4.74%          |
| Rate Discount:                      | 2.95%          |
| Term <sup>2</sup> :                 | 60M            |
| Amortization:                       | 300M           |
| Conditional Approval Expiry Date:   | APRIL 01, 2021 |
| Reference Number:                   | 0705708        |

This conditional approval offer will be subject to the following **Standard Conditions**:

- Confirmation of employment with annual income of **\$195,835.38**<sup>3</sup> as stated on your credit application.
- Property appraisal with a minimum value of **\$345,000**<sup>4</sup>.
- There is no material change to the financial information provided in your credit application.

This conditional approval offer will be subject to the following **Specific Conditions**, as applicable, in addition to the **Standard Conditions** for the following mortgage applications:

**Purchasing a Home:**

- Purchase agreement with a purchase price no higher than **\$345,000**
- Confirmation of down payment in the amount of **\$145,000**<sup>5</sup>

**Important:** We recommend that you do not waive any financial conditions on your Purchase agreement based on this Conditional Mortgage Approval Confirmation until we receive the requested documents and provide final approval.

**Refinancing an existing HSBC mortgage:**

- Title search confirming no charges registered after the existing HSBC Bank Canada mortgage.

**Refinancing a mortgage held at another financial institution:**

- No further Specific Conditions.

**All required documents must be submitted to HSBC Bank Canada no later than 7 business days prior to the date the funds are required.** New mortgages registered in the amount of \$1,500,000.00 CAD or more must be prepared and registered by an HSBC Bank Canada approved lawyer.

If you have further questions, we're happy to help -- speak to a mortgage specialist at 1-866-609-4722.

Yours Truly,

HSBC Bank Canada Representative

Issued by HSBC Bank Canada

<sup>1</sup> Annual Interest Rate is Posted/Prime Rate minus Rate Discount. For fixed rate terms, the rate is compounded semi-annually, not in advance. For variable rate terms, the rate is compounded at the same frequency as your regular mortgage payments, not in advance. For example, if the regular mortgage payments are monthly, HSBC Bank Canada will compound interest monthly.

<sup>2</sup> If you choose a term less than 5 years, you must qualify using the Bank of Canada Benchmark rate. For more information, please visit the Bank of Canada website at [www.bankofcanada.ca](http://www.bankofcanada.ca).

<sup>3</sup> Income is based on gross annual (pre-tax) income. Please contact an HSBC Bank Canada Representative for acceptable forms of employment and income confirmation.

<sup>4</sup> HSBC Bank Canada will order a property appraisal once all other requested documents have been received and verified. The appraisal must meet HSBC Bank Canada requirements.

<sup>5</sup> You are to provide documents confirming the origin and ownership of the down payment prior to the funding date. Origin and ownership of down payment must meet HSBC Bank Canada requirements.

**Wendy Giang**

**From:** Andrea Alsip <aalsip@lifeatparkside.com>  
**Sent:** Tuesday, December 8, 2020 5:12 PM  
**To:** Wendy Giang  
**Cc:** Stephanie Babineau  
**Subject:** Assignment Package 2116  
**Attachments:** Assignment Package 2116.zip

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Assignment

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Wendy,

Please see attached for the assignment package for suite 2116 Block Nine. Please note that the purchasers signed at their solicitors office and the solicitor didn't provide a Fintrac for them however he did provide a statutory declaration which confirms that he verified the authenticity of their identities and signatures.

Thank you,

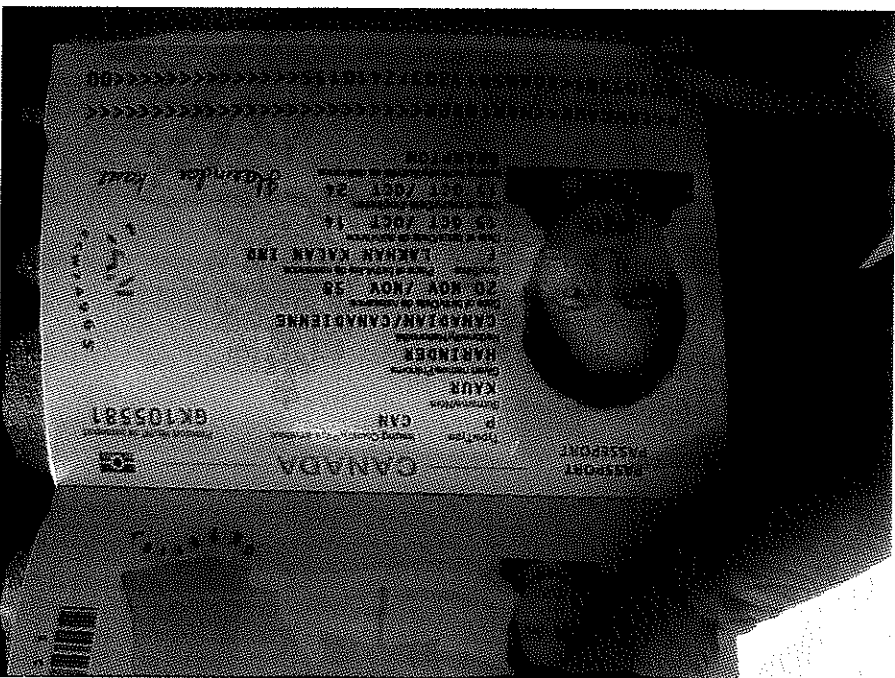
**ANDREA ALSIP COTNAM**  
DIRECTOR, SALES



465 BURNHAMTHORPE ROAD WEST  
MISSISSAUGA, ON L5B 0E3  
T. 905.273.9333 | F. 905.273.7772

[LIFEATPARKSIDE.COM](http://LIFEATPARKSIDE.COM)





Québec

Permis de conduire

S5009-150289-08



SYAN  
VINEET

Date de naissance (A.M.J.) : 1993-02-13

12 RUE DU SAUVIGNON

KIRKLAND

(QC) H8H 5A5

Sexe : M

Class(es) : 5

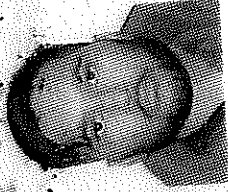
Cond. : A

Mentions : Aucune

N° de référence : PEPW36JXL

Valable le : 2019-02-06 Expira le : 2021-02-15

Paiement exigé chaque année à votre date anniversaire de naissance



*Syan Vineet*