

Worksheet

Standard Assignment

Suite: 621 Tower: BK9S Date: Jan 17/21 Completed by: Andrea

Please mark if completed:

- ☒ Original Closing Date January 26, 2021 ✓
- ☒ New Closing Date February 9, 2021 ✓
- ☒ Copy of Date Change Amendment ✓
- ☒ Copy of Assignment Amendment
- ☒ Assignment Agreement Signed by both Assignor and Assignee. ✓
- ☒ Assignment Fee \$ 3500+HST ✓
 - ☐ Certified Cheque (Amacon City Centre Nine Development Partnership)
 - ☒ Final Statement of Adjustment
- ☒ Agreement must be in good standing. Funds in Trust: \$ 68.080 ✓
- ☒ Assignors Solicitors information ✓
- ☒ Assignees Solicitors information ✓
- ☐ Include Fintrac for Assignee – Occupation and Employer
- ☒ Copy of Assignees ID ✓
- ☒ Copy of Assignees Mortgage Approval ✓
- ☐ \$1000 legal fee cheque to be paid to Aird & Berlis

Note:

Once all 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:

Family Assignment - Father to Son

Suite No. 621, Unit 20, Level 6, (the "Unit")

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

BETWEEN:

AMACON DEVELOPMENT (CITY CENTRE) CORP.
(the "Vendor")

– and –

Vandana Dhingra
(the "Purchaser")

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 September 3, 2016 and accepted by the Vendor on September 6, 2016 (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

all references to final closing date of January 26, 2021.

Insert: TO THE AGREEMENT OF PURCHASE AND SALE

1. All references to final closing date shall mean February 9, 2021.
2. In consideration for the Vendor's agreement to extend the final closing date, the purchaser shall be required to pay a per diem rate of interest on the balance due on final closing of 11% per annum, for each day of extension commencing from January 26, 2021, payable to the Vendor by way of certified funds drawn on solicitor's trust account and delivered with closing funds.
3. The purchaser agrees to pay the Vendor's administration costs in the amount of \$1000.00 by way of certified funds drawn on solicitor's trust account and delivered with closing funds.
4. The purchaser agrees to pay the Vendor's legal fees in the amount of \$1,000.00 by way of certified funds drawn on solicitor's trust account delivered with closing funds and made payable to AIRD & BERLIS LLP.

ALL other terms and conditions set out in the Agreement shall remain the same and time shall continue to be of the essence.

DATED at _____, this _____ day of _____, 20____

IN WITNESS WHEREOF the parties have executed this Amendment.

**SIGNED, SEALED AND DELIVERED
in the presence of**

Witness

Vandana Dhingra
Vandana Dhingra (Jan 18, 2017 1:18:47 EST)

Purchaser

DATED at Toronto, this 20 day of January, 2021

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per: _____

Name: _____
Authorized Signing Officer
I have authority to bind the Corporation

Between: **AMACON DEVELOPMENT (CITY CENTRE) CORP.** (the "Vendor") and
VANDANA DHINGRA (the "Purchaser")
Suite **621 Tower 9 South Unit 20 Level 6** (the "Unit")

BLOCK NINE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

ASSIGNMENT

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

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


Suite **621 Tower 9 South Unit 20 Level 6** (the "Unit")

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 17 day of September 2016.



Witness:

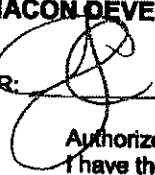


Purchaser: **VANDANA DHINGRA**

DATED at MISSISSAUGA this 4 day of OCTOBER 2016.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: _____


Authorized Signing Officer
I have the authority to bind the Corporation

BLOCK NINE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

LEASE PRIOR TO CLOSING

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

VANDANA DHINGRA (the "Purchaser")

Suite **621 Tower 9 South Unit 20 Level 6** (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-five percent (25%) 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 sublicensee to the Residential Unit or the balance of the Property by the sublicensee (including, but not limited to, any activities of the sublicensee 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 sublicensee including, but not limited to, a review of the sublicensee's personal credit history and the terms of any arrangement made between the Purchaser and the sublicensee;
- (e) the Purchaser shall deliver with the request for approval a certified cheque in the amount of One Thousand Five Hundred Dollars (\$1,500.00) 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 Agreement

DATED at Mississauga, Ontario this 17 day of September 2016.

Witness:

Purchaser: **VANDANA DHINGRA**

THE UNDERSIGNED hereby accepts this offer.

DATED at MISSISSAUGA this 4 day of OCTOBER 2016.

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 January 2021.

AMONG:

Vandana Dhingra

(hereinafter called the "Assignor")

OF THE FIRST PART;

- and -

Archit Dhingra

(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 3 day of September 2016 and accepted the 6 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 20, Level 6, Suite 621, together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as 4055 Parkside Village Dr., 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.

VD

AD



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 _____ day of _____ 20____.

_____ Witness	<u><i>Vandana Dhingra</i></u> <small>vandana.dhingra 1 Jan 18, 2023 10:47 EST</small> Vandana Dhingra (Assignor)
_____ Witness	_____ (Assignor)
_____ Witness	<u><i>ARCHIT DHINGRA</i></u> <small>ARCHIT DHINGRA 1 Jan 19, 2023 14:06 EST</small> Archit Dhingra (Assignee)
_____ Witness	_____ (Assignee)

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: **Archit Dhingra**
DATE OF BIRTH: 1997/11/14 311-279-616
YYYYMMDD SIN #
ADDRESS: **729 Thompson Rd S, Milton ON L9T 5W8**
PHONE: Tel: **647-545-1540**
Cell: _____
Facsimile: _____
E-mail: **DHINGRAARCHIT8@GMAIL.COM**

ASSIGNEE

NAME: _____
DATE OF BIRTH: _____
YYYYMMDD SIN #
ADDRESS: _____
PHONE: Tel: _____
Cell: _____
Facsimile: _____
E-mail: _____

ASSIGNEE'S
SOLICITOR:

NAME: **Esgrow lawyer, Aditi Agnihotri**
ADDRESS: **77 City Centre Drive, Suite 501, Mississauga, ON L5B 1M5**
PHONE: Bus: _____
Facsimile: _____
E-mail: **aditi@esgrowlawyers.com**

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VD

AD

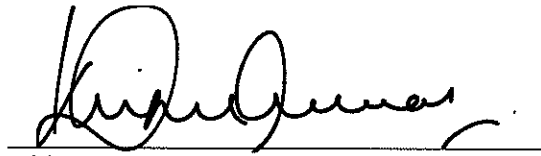
IN THE MATTER OF assignment sale from
Vandana Dhingra to Archit Dhingra of the
premises municipally known as 4055 Parkside
Village Dr. Suite 621, Mississauga, ON

I, Khizer Anwar, SOLEMNLY DECLARE that:

1. I have authenticated the assignor, Vandana Dhingra, identity and signatures.

Documents were signed virtually, and signatures were done via adobe sign.

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.

A handwritten signature in black ink, appearing to read 'Khizer Anwar', is written over a horizontal line.

Khizer Anwar
Solicitor for Assignor.

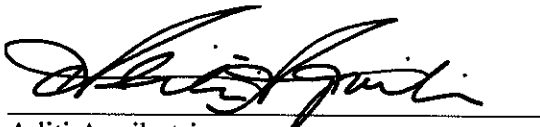
IN THE MATTER OF assignment sale from
Vandana Dhingra to Archit Dhingra of the
premises municipally known as 4055 Parkside
Village Dr. Suite 621, Mississauga, ON

I, Aditi Agnihotri, SOLEMNLY DECLARE that:

1. I have authenticated the assignee, Archit Dhingra, identity and signatures.

Documents were signed virtually, and signatures were done via adobe sign.

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.


Aditi Agnihotri
Solicitor for Assignee.



Ontario

Driver's Licence
Permis de conduire

ON
CANADA



1,2 NAME/NOM

DHINOORA,

ARCHIT

3 729 THOMPSON RD S

MILTON, ON, L9T 5W8

4a NUMBER/
NUMERO

D3479 - 05609 - 71114

4a ISS/DEL

2019/08/12

4b EXP/EXP.

2022/11/14

5 DOB/REF

GL7351931

16 HGT/HAUT.

173 cm

6 SEX/SEX

M

9 CLASS/
CATEG

G

D3479-05609-71114

1997/11/14

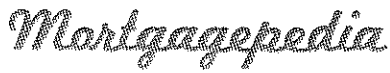
10 RESID/
COND

.

4402

2 DOB/DEL

1997/11/14



FSCO License No. 12820

57 Village Centre Place, Suite: 200
Mississauga, ON L4Z 1V9
Tel: 416.900.1089
Fax: 888.973.6212

January 13, 2021

To: ARCHIT DHINGRA

PRE-APPROVAL MORTGAGE CERTIFICATE

Thank you for choosing Mortgagepedia to provide you with mortgage financing solutions. Based on your credit and income information you provided we would like to congratulate you on being approved for a mortgage with the following terms:

Purchase Price:	\$ 340,400.00	Term:	Syrs
Property Address:	621-4055 Parkside Village Dr, Mississauga	Closing Date:	January 26, 2021
Downpayment:	\$ 85,100.00	Interest Rate:	1.95%
Mortgage Amount:	\$ 255,300.00	Expiry date:	January 26, 2021

Yours Very Truly,

Annie Mirza
Mortgage Broker
416.900.1089 -Office
Annie@mortgagepedia.ca

Disclaimer: This letter only applies to the purchase of a residential property meeting our lending guidelines. Mortgage Intelligence loan approval (not withstanding any information received which would adversely affect applicant's ability to qualify) will be subject to the following items of information and is subject to the following conditions being met at the time of the actual mortgage loan application: satisfactory property appraisal, full income confirmation and satisfactory credit review and CMHC approval.