

THIS AGREEMENT MADE this ____ day of _____, 2022

MOHAMMED SHAZU MIAH
(herein after referred to as the "Assignor")

-AND-

BELLAIRE PROPERTIES INC
(herein referred to as the "Vendor")

-AND-

Pranay Sharma & Brij Bhushan Sharma
(herein referred to as the "Assignee")

WHEREAS the Assignor and the Vendor entered into an agreement of purchase and sales dated the 15 day of March 2021 as amended and as may be further amended from time to time (the "Purchase Agreement"), a complete copy of which is attached hereto, including all amendments and upgrade and/or change orders if applicable, whereby the Assignor agreed to purchase and the Vendor agreed to sell proposed dwelling to be constructed on Lot # 28 Phase # 5 Plan #51M-1169

Model: _____ Elevation: _____, which dwelling described in the Purchase Agreement and municipally located at 1397 STOVELL CRESCENT Town of Innisfil County of Simcoe Ontario (the "Property").

AND WHEREAS the Assignor and the Assignee desire that the Assignor unto the Assignee all of his right, title and benefits under the Purchase Agreement.

AND WHEREAS the Vendor wishes to consent to the said assignment on the terms hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants and agreements herein contained and the sum of TEN DOLLARS (\$10.00) of lawful money of Canada paid by each of the parties hereto to the other and for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of them) the parties hereby covenant and agrees as follows:

1. The parties hereto hereby acknowledge and confirm that the foregoing recitals are true both in substance and in fact.
2. The Assignor does hereby assign, transfer and set over to and in favour of the Assignee by way of absolute assignment, all of its rights, title, benefit and interest in, to and under the Purchase Agreement.
3. The Assignee hereby covenants and agrees to and with the Assignor and the Vendor to assume the burden of all obligations on the part of the Assignor to be performed and/or borne pursuant to the Purchase Agreement, and further covenants and agrees to be bound by the terms and provisions of the Purchase Agreement as though he had originally executed same as the Purchaser.
4. The Assignee covenants and agrees with the Vendor that he shall forthwith do and suffer any act, and/or execute any documentation, which the Vendor may require from time to time in its sole, absolute and unfettered discretion for the purposes of confirming the assumption by the assignee of the Assignor's obligations pursuant to the Purchase Agreement.
5. The Vendor hereby consents to the within assignment from the Assignor to the Assignee.
6. This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
7. Time shall be of the essence of this Agreement, and the Purchase Agreement, and all terms of the Purchase Agreement shall continue in full force and effect.
8. This Agreement shall ensure to the benefit of and be binding upon the parties hereto their respective successors and assigns.
9. The Vendor warrants and confirms that the Purchase Agreement is in good standing and all deposits paid by Purchaser to date under paragraph 1 therein, totaling \$ 110,000 shall be credited to the Assignee on closing as part of the purchase price.
10. The Assignee agrees to pay all further deposits payable under the Purchase Agreement, if any, and the balance of the purchase price by bank draft or by certified cheque to the Vendor on closing in accordance with the provisions of the Purchase Agreement.
11. The Assignee further agrees to pay to the Vendor upon execution of this Assignment Agreement a sum equivalent \$5,000.00 plus applicable HST as an administration fee to the Vendor for giving its consent as described herein.

12. The Assignor hereby guarantees the due and timely performance and fulfillment of all covenants and obligations of the Assignee arising under this Agreement and the Purchase Agreement, including without limitation, the obligation to pay the purchase price in respect of the Unit to the Vendor, and all other monies owing or payable to the Vendor by the "Purchaser" in accordance with the provisions of the Purchase Agreement, and agrees to indemnify and save the Vendor harmless from and against all losses, damages, costs and expenses which the Vendor may sustain, incur or become liable for, by reason of the Assignee's default under this Agreement, or the Purchase Agreement. In the event of the Assignee's failure to complete the transaction in accordance with the terms and conditions of the Purchase Agreement, the Assignee acknowledges and agrees that the Vendor has the right, but not the obligation, to call upon the Assignor to complete the transaction in the Assignee's place in accordance with the terms of the Purchase Agreement, and in the event that the Vendor calls upon the Assignor to complete the transaction in the Assignee's place, the parties hereto agree that: (i) the Purchase Agreement shall automatically be deemed to be re-assigned by the Assignee to the Assignor; (ii) the deposits paid to date to the Vendor pursuant to the Purchase Agreement shall be forfeited to the Vendor as liquidated damages and not as a penalty and shall not be credited to the Assignor; and (iii) the Assignee shall, through the execution of the document, release the Vendor and the Assignor from and against any and all losses, damages, costs, expenses, actions, proceedings, demands and/or claims whatsoever which the Assignee now has, or may hereafter have, against the other parties hereto, by reason of, or in connection with, the Purchase Agreement (and any and all addenda thereto or amendments thereof) and/or the completion thereof by the Assignor and Vendor in such case.
13. The Assignee shall not further assign the Purchase Agreement without prior written consent of the Vendor, which consent may be unreasonably or arbitrarily withheld in accordance with Paragraph 8 b. of the Purchase Agreement.
14. The parties hereto agree that notice of acceptance and delivery of the within offer and all communications thereto may be made by facsimile machine addressed to the parties hereto or their solicitors or their agents. The parties hereto agree facsimile copies shall constitute original copies.
15. This agreement may be executed in more than one counterpart and, where all parties have executed a counterpart of this Agreement, the various counterparts shall together constitute a single agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on the 17 day of March, 20 22.

Witness

Authentisign
MOHAMMED SHAZU MIAH

03/20/22

Assignor

Date:

Name: MOHAMMED SHAZU MIAH
Address: 28 Andona Cres, Toronto, Ontario
Phone No: 647-705-6698
Email:
D.O.B. 29-10-1991

Witness

Assignor

Date:

Name:
Address:
Phone No:
Email:
D.O.B.

Authentisign
Pranay

03/18/22

Witness

Assignee

Date:

Name: **Pranay Sharma**
Address: **5 Valhalla Inn Ro, Suite, 3204, Etobicoke, On**
Phone No: **647 409 8343**
Email: **pranay.sharma@live.com**
D.O.B. **20 March 1985**

Authenticate
Brij Bhushan

03/18/22

Witness

Assignee

Date:

Name: **Brij Bhushan Sharma**
Address: **5 Valhalla Inn Rd, Suite 3204, Etobicoke, On**
Phone No: **647 861 7978**
Email: **bbsharma@hotmail.com**
D.O.B. **04 Dec 1959**

Per: _____


BELLAMORE PROPERTIES INC. A.S.O.

February 3, 2022; Page | 1



Schedule B-3 – Purchaser's Extras

forming part of the Agreement of Purchase and Sale



VENDOR:

BELLAIRE PROPERTIES INC.

PURCHASER(S): MOHAMMED SHAZU MIAH

LOT NUMBER: 28 PHASE: 5

MODEL: ARROWHEAD 2650- ELEV A

P.E.#: 002

It is understood and agreed that no requests for changes, additions or deletions will be accepted by the Vendor for the above extras after the date of acceptance of this order

No.	DESCRIPTION	PRICE
1	Interior pot light - Add 6 LED pot lights with Dimmer switch, IN KITCHEN COOKING AREA, all to be in same room. Marked on Sketch with "P". Relocate the standard light in the kitchen above the island	\$1,710.00
2	Chimney hood fan *provisions to cabinetry to accommodate future chimney hood fan/ exhaust fan above future stove/ range in kitchen area. *Note: Not all Models can accommodate this change. *Builder will try to accommodate centering the vent as best as possible. Purchaser must provide all specifications for future Chimney Style Hood fan/ Exhaust Fan as soon as possible. This item must be decided prior to framing stage. Otherwise may be considered too late.	\$0.00
3.	Cost to provide smooth ceilings in lieu of stippled ceilings - main floor	\$3,000.00
Extra's Subtotal:		\$4,710.00
H.S.T.		\$ 612.30
New Total:		\$5,322.30
Less Bonus Package (if Applicable)		(\$20,000.00)
TOTAL:		(\$14,677.70)
Balance of Bonus Package to be used towards purchase upgrades:		\$14,677.70
TOTAL		

The above extras and upgrades are to be included during the construction of the above house for the above-named purchaser subject to the following terms and conditions:

- The Vendor will undertake to install the above extras but will not be liable to the purchaser if for any reason the work covered by the extra is not carried out. In that event, the price of the extra shall be refunded to the purchaser without any interest.
- It is understood and agreed that if the transaction of Purchase and Sale is not completed for any reason whatsoever, the total cost of this extra is not refundable.

PAID: _____ TERMS: CASH OR CHEQUE IN ADVANCE

PURCHASER

03/25/22

PURCHASER

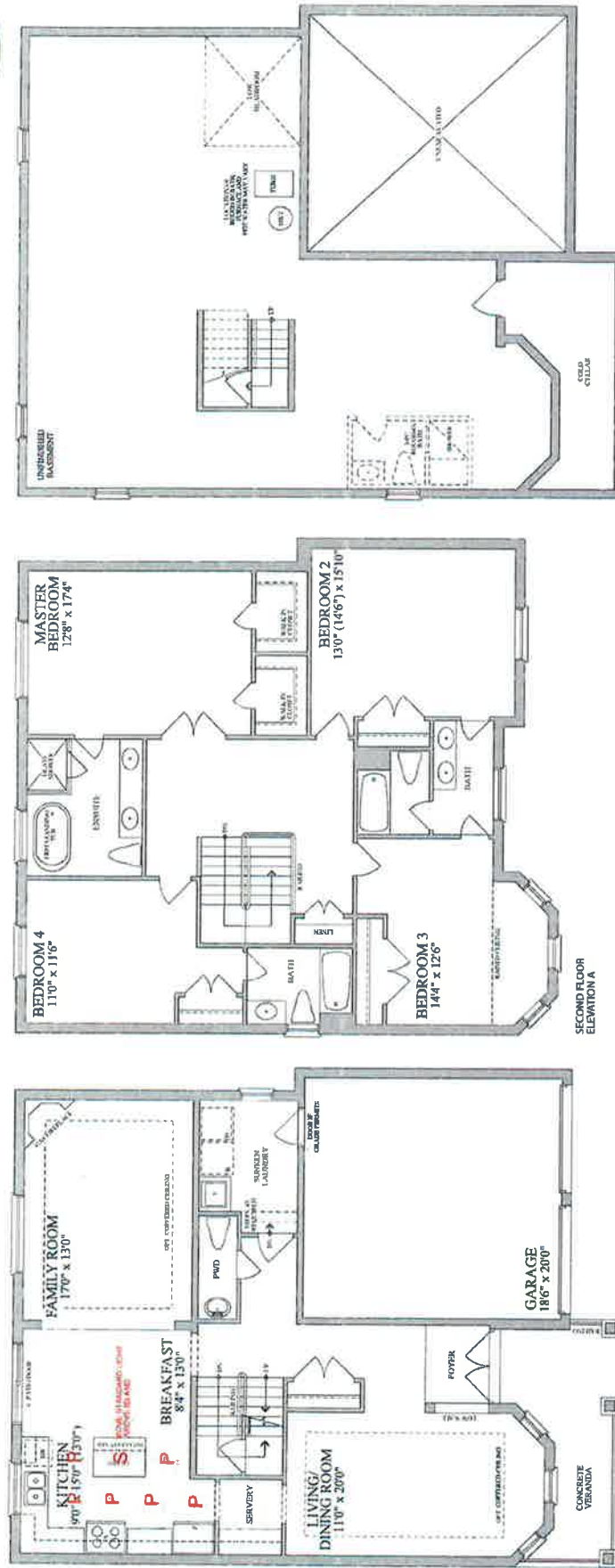
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03/25/22

BELLAIRE PROPERTIES INC.

Per: Lorne Homes (Mar 15, 2022 17:19 EDT)

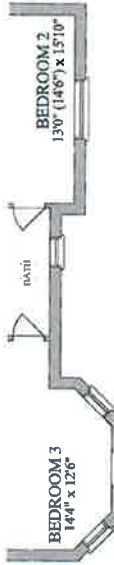
VENDOR



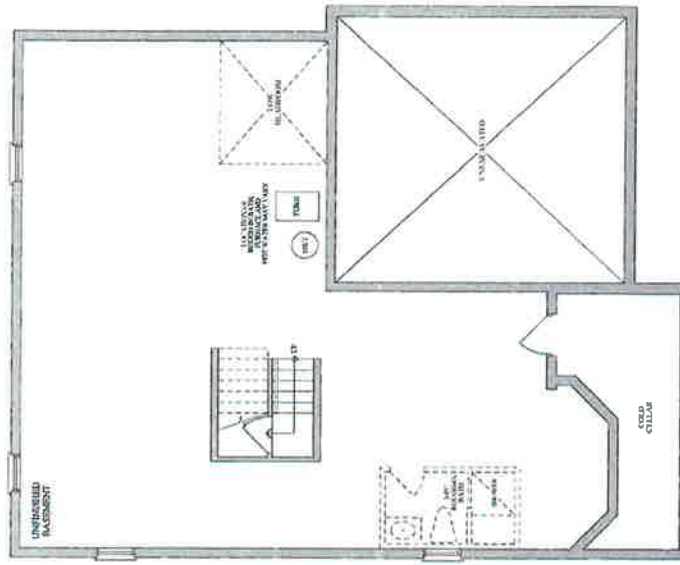
FIRST FLOOR
ELEVATION A & B

SECOND FLOOR
ELEVATION A

SECOND FLOOR
ELEVATION B



BASEMENT
ELEVATION A & B



LOT 5-28, PH5, PE002, SKETCH

PURCHASER: *Mohammed Malik*
Mohammed Malik (Mar 15, 2023 15:39 EDT)

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[Signature]

03/25/22

Authenticity
[Signature]
Brij Bhushan Sharma

03/25/22



EXTERIOR COLOUR PACKAGE – CARSONS' CREEK PROJECT, INNISFIL EXTERIOR PACKAGE: 4



LOT # / PHASE:	LOT #5-28	MODEL / ELEVATION: ARROWHEAD ELEVATION "A"
PURCHASER(S):	MOHAMMED SHAZU MIAH	

PACKAGE 4	BRICK SELECTION:	ROYAL GREY, Brampton Brick	STONE SELECTION:	AVALANCHE-URBAN LEDGESTONE, Arriscraft
	SHINGLES	Black	SIDING (as per Model)	GUNMETAL GREY, Mitten
	ALUMINUM SOFFITS, EAVESTROUGH, FREEZE BOARD, GUTTER & FASCIA ETC.:	Black	WINDOW TRIM & PORCH DORMER: (As per model)	PEARL GRAY, James Hardie
	EXTERIOR PAINT COLOUR (Front Door, Garage Door, Door Trim & Columns):	Option 1 ONYX, Dulux, (DLX1011-7)	Option 2 FLAGSTONE, Dulux, (DLX1001-4)	Proceed with Option 2 <input checked="" type="checkbox"/>
	EXTERIOR RAILING (if Applicable):	Standard - SQUOIA DUSK, <input checked="" type="checkbox"/>		
	WINDOWS, FRONT DOOR & PATIO SLIDERS (Frames): (Coloured windows are an option/upgrade)	Option #1: BLACK, a _____ charge will be applied as an adjustment on closing or on Builder's PE Form <input type="checkbox"/>		
		Standard White <input checked="" type="checkbox"/>	Upgrade 1 – TAN	Upgrade 2-Matte Black
		<input type="checkbox"/> - a charge of _____ will apply as an adjustment on closing or on Builder's PE Form	<input type="checkbox"/> - a charge of _____ will apply as an adjustment on closing or on Builder's PE Form	

Purchaser understands that Exterior Packages are subject to availability of Bricks selected and understands that the Vendor may have to substitute from time to time, if necessary. Any alteration made to the package above is considered an upgrade and may be subject to additional charges. Once Selections are made by the Purchaser(s), absolutely "no changes" will be accepted and/or may be subject to a \$250.00 administration charge – no exceptions.

 Mohammed Miah 02/15/22 Purchaser / Date	 Brij Bhushan Sharma 03/25/22 Purchaser / Date
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For Office Use Only			
<input type="checkbox"/> Masonry Company	<input type="checkbox"/> Aluminum Company	<input type="checkbox"/> Painting Company	<input type="checkbox"/> Roofing Company
<input type="checkbox"/> Exterior Railing Company	<input type="checkbox"/> Exterior Trim Company	<input type="checkbox"/> Construction Site Office	<input type="checkbox"/> Exterior Windows Company
Dated Emailed:			
Initials:			



331 Cityview Blvd, Suite 300, Vaughan, Ontario L4H 3M3
T 905-832-2023 | F 905-832-1926 | W lornehomes.com

Mohammed Shazu Mah

28 Andona Cres.
Toronto,
ON M1C 5J6

First Notice – (s.5(b) Addendum)
UNAVOIDABLE DELAY EVENT HAS OCCURRED

TO: Mohammed Shazu Mah, (the Purchaser)
FROM: BELLAIRE PROPERTIES INC. (the Vendor)
HOME: LOT NO. 28, Plan 51M-1169, 1397 Stovell Crescent, Town of Innisfil
RE: **Purchase Agreement dated the 15th day of March, 2021,
including Addendum, and amendments, if any (the "Purchase Agreement") relating to the Property**

The terms of your Purchase Agreement (see Addendum) permit the Vendor to extend the date of closing and other critical dates in certain circumstances, including where there has been an event and/or loss of construction time which amounts to an **"Unavoidable Delay."**

PLEASE NOTE THAT:

1. An "unavoidable delay" event has occurred which may delay completion of your home. The specific "Unavoidable Delay" trigger event is as follows: COVID-19 Pandemic

The Pandemic was declared on the 11th of March, 2020.

It **may affect** timing of delivery of your home in this way:

Impacts, if any, of this pandemic, will likely affect the construction and/or delivery schedule of any new homes being constructed, etc., this may include labour or materials supply disruptions, governmental permits and/or inspections may not be available.

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2. It is possible that the pandemic may affect the completion and/or delivery scheduled of the above property.
3. You should be aware that the delay in completion of your home will include the combination of two (2) periods of time. The total delay will include both:
 1. The period of time for direct impacts of the pandemic, but also,
 2. Any additional period of delay due to after-effects cause by the pandemic which are beyond the Vendor's reasonable control (the "Remobilization Period")
4. It is difficult at this stage to be certain if or how long the total delays may be and thus how the construction schedule for your home will be affected.
5. As more information becomes available, we will keep you informed of developments.
6. Enclosed is an information sheet prepared by Tarion warranty Corporation with helpful information

DATED This 15th day of December, 2020

Bellaire Properties Inc.



Authorized Signer Officer

*An "**Unavoidable Delay**" means a strike, fire, explosion, flood, act of God, civil insurrection, act of war, act of terrorism or pandemic, plus any period of delay directly caused by the event, which is beyond the reasonable control of the builder and is not caused or contributed by the fault of the builder.

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Updated April 16, 2021

ADVISORY FROM TARION ON COVID-19 PANDEMIC: PRE-DELIVERY INSPECTIONS AND DELAYED CLOSINGS

Important Note: *The information contained in this advisory is intended for general guidance and does not constitute legal or other professional advice. The reader is advised to seek legal advice from their own legal counsel to address their particular circumstances.*

The health and safety of our people, homeowners, builders, and others is a top priority for Tarion. Due to the recent increases in COVID-19 cases in the province, health authorities are continuing to advise individuals and businesses to take measures to reduce interactions. In support of the public health directive, we are setting out the following advisory:

Pre-delivery Inspections (PDI)

The PDI is typically a surface review of the home by the builder and the home buyer before possession or occupancy in order to document the state of the home and identify any items of damage. It is also an opportunity for the builder to explain the home's systems to the home buyer. It is important to remember that a (PDI) is not a health and safety inspection or structural inspection of the home for the purpose of occupancy. The PDI is separate from municipal inspections.

In the warranty process, the PDI may be helpful to resolve a dispute about an item of surface damage (such as scratches or dents) where it is unclear if the problem was caused by the builder before possession/occupancy or the homeowner after they took possession/occupancy and began living in the home.

Given the present health circumstances, Tarion does not consider it absolutely necessary that the PDI occur prior to a closing in the presence of both the builder and the homeowner. However, it is Tarion's position that:

- in-person PDIs can happen if participants adhere to provincial health and safety and physical distancing guidelines,
- both parties agree to the conditions under which the PDI would be carried out,
- if one or both parties do not consent to an in-person PDI, we recommend that builders and homeowners each conduct their own separate reviews of the home.

In the event that both parties do not consent to an in-person PDI, we recommend that builders and homeowners each conduct their own separate reviews of the home.

Builders should complete their own review of the home or unit prior to the homeowner taking possession or occupancy and document the condition of the home. The homeowner should conduct their own "delivery" inspection as soon as reasonably possible after taking possession and document as best they can (including photos and/or video) any evident deficient work or materials, any missing or incomplete items or damages which they discover and believe were caused prior to when they took possession or occupancy.

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Updated April 16, 2021

The records of the homeowner and builder can serve as evidence of the state of the home close to occupancy and may be helpful in the event a dispute arises later as to whether an item of damage was caused by the homeowner or builder.

The PDI form is not a Tarion claim form, so if an item is not noted on the PDI form this does not necessarily impact its warranty coverage. If a homeowner notes an item on their 30-day form which is not on the PDI, the item noted will still form part of their warranty claim. The fact that it was not listed on the PDI will be relevant if is an item of damage such as a chip in a countertop that may have occurred after possession. In this case, it will be helpful for the homeowner to show that they noted the damage as close to taking possession or occupancy of the home as possible as noted above, in the event that the claim is not remedied by the builder and the matter comes to Tarion for resolution.

We urge all parties to approach the occupancy of the home and handling of the PDI in a reasonable way in light of the current health situation in the province.

Delayed Closings

If a new home is in the midst of construction at this time, it is possible that the pandemic will cause delays in the delivery of the home.

Under the unavoidable delay provisions of the Addendum (which forms part of the purchase agreement), the builder may be entitled to unilaterally extend critical dates. However, the builder must follow the rules set out in the Addendum to do so. Builders should follow the procedures outlined in the Information Sheet for Builders: COVID-19 -- Possible Effects on Construction Schedules for New Homes.

If the pandemic results in, for example, materials shortages, work stoppages or unavailability of governmental permits or approvals that affect timing of construction or delivery of a new home, then in order to be allowed to extend the closing or occupancy date, the builder must send out two notices described below.

The **First Notice** is a written notice to the purchaser(s) setting out:

- 1) A brief description of the Unavoidable Delay (in this case likely impacts associated with the pandemic that will affect the delivery of the home); and
- 2) An estimate of the duration of the total delay (not necessary if an estimate is not practicable).

Once the direct impacts of the pandemic are known, then a builder must look at the facts in connection with the home and determine whether or not there is any additional delay due to the pandemic. In other words, in addition to the period of the direct impacts of the pandemic itself the builder and their advisors and contractors must determine if there is any additional "period of delay directly caused by the pandemic." In this Advisory, this is called the **Remobilization Period**. Note that it is not always easy to estimate the additional time which is likely to be lost as a result of a pandemic and which accrues after the direct impacts of the pandemic itself. There may, for example, be a backlog of work to be done by trades, supply disruptions and backlogs

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Brij Bhushan Sharma

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of municipal inspections. The builder may need some time to assess the Remobilization Period and total Unavoidable Delay Period. As a "rule of thumb," if the home is affected by the pandemic, it is reasonable for the builder to take 30 days (or more if justified) to assess the **Remobilization Period**.

After the direct impacts of the pandemic are over, and the full delay period is known, a second notice must be sent. The timing for sending the **Second Notice** is not until the builder has determined both: 1) the direct impacts of the pandemic are over; and 2) the length of the **Remobilization Period**.

The **Second Notice** to the purchaser must be in writing and include the following:

- A brief description of the Unavoidable Delay event (i.e., the pandemic);
- The end date of the Unavoidable Delay Period (i.e., the aggregate number of days of the direct impacts of the pandemic itself plus the **Remobilization Period**);
- The new critical dates.

Please Note: The Critical Dates listed in the Addendum can only be extended by a period up to the length of the Unavoidable Delay Period, (i.e., the period of direct impacts of the pandemic time plus the **Remobilization Period**).

If the home is affected by the pandemic and the builder follows the rules set out in the Addendum and summarized above, then the builder can unilaterally extend Critical Dates for your home (for up to the **Unavoidable Delay Period**).

While the builder can extend the current and future Critical Dates originally set out in the Addendum, the builder cannot reset the original timeline framework in the Addendum. For example, if the upcoming next critical date is the Second Tentative Closing Date or Firm Closing Date, the builder cannot go back and reset to a First Tentative Closing Date.

Other Concerns or Questions

If you have any concerns or questions, contact Tarion's Customer Service team at 1-877-982-7466 or email covid19@tarion.com

We are continuously monitoring information from provincial health authorities and planning and adjusting for business continuity in a changing environment.

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