



2609 (12)

RE: Agreement papers

From: "Siddiqui, Najib" <najib.siddiqui@city.brampton.on.ca>
To: "fahim12@yahoo.com" <fahim12@yahoo.com>

Thursday, July 3, 2008 2:16 PM

Salaam Safi Sahaib

Thanks for replying my email-

I like to change the purchasers name and replace it with my name and Marzia's because of the financing issues.

I talk with bank for securing the loan, and it will be not easy to getting the mortgage in low rate for Jallia, They advised me if we can change the principle purchaser to us then we will qualify for prime rate less 75c or some thing like that

I like to change the purchaser name to the name of Marzia and my self

- Marzia Siddiqui
- Khwaja Najibullah Siddiqui

Amendment Done - July 8/08

This way we will be able to secure more then 70% of our existing house at the prime rate loan.

Please call me at office on (905) 874 2461 I like to discuss the issue with you further.

Regards

Najib Siddiqui

(905) 874-0086
OK/SAE
277-0086

-----Original Message-----

From: SM. Fahim [mailto:fahim12@yahoo.com]
Sent: 2008/07/02 6:31 PM
To: Siddiqui, Najib
Subject: RE: Agreement papers

- Ivana gave him Caps on July 3/08
- Name Add/change hasn't been done.

Siddiqui Sahib Salam,

Thanks very much, yes the weekend was really nice and we got to see the fireworks yesterday around Mississauga city hall.
There were thousands of people there, kids had fun.

We can add another name to the agreement, I met with the lawyer on Monday. Since it was end of the month and they had tons of closings to finish, I left the papers with him to read. I will meet with him tomorrow.

You can email me the second name, so I can get it on the agreement or change the original name.

I got an email from Dr. Sahbi Omary late on monday. He wanted to meet with me, I will contact him later.

Kind Regards,
Fahim Safi

C.K. to Fahim
July 8/08
for
Fahim Safi
8:30 PM

the Unit, for such period of time after the Unit Transfer Date as determined by the Vendor (but in no event for more than one year).

(c) Interest on all money paid by the Purchaser on account of the Purchase Price, shall be adjusted and credited to the Purchaser in accordance with paragraph 5 of this Agreement.

(d) The Purchaser shall, in addition to the Purchase Price, pay the following amounts to the Vendor on the Unit Transfer Date:

(i) Any other taxes imposed on the Unit by the federal, provincial, or municipal government.

(ii) If there are chattels involved in this transaction, the allocation of value of such chattels shall be estimated where necessary by the Vendor and retail sales tax may be collected and remitted by the Vendor, or alternatively, the Purchaser shall pay as a credit to the Vendor on the Statement of Adjustments, the provincial sales tax paid by the Vendor on account of chattels in Schedule "A".

(iii) The amount of any increase in development charge(s) and/or education development charge(s) and/or Go Transit charges (the "Levies") assessed against or attributable to the Unit (or assessed against the Property or any portion thereof, and attributable to the Unit by pro-rating same in accordance with the proportion or percentage of common interests attributable thereto), pursuant to the *Development Charges Act 1997*, S.O. 1997, as amended from time to time, and the *Education Act*, S.O. 1997, as amended from time to time, or otherwise, over the amount of such charges that would be exigible as of June 1, 2008 and the amount of any new Levies that were not exigible as of June 1, 2008 with respect to the Property and were subsequently assessed against the Property or attributable to the Unit.

(iv) The amount of any community service or art facilities levy or charges or similar contribution(s) or charges assessed against or attributable to the Unit or a portion thereof or assessed against the Property or a portion thereof and attributable to the whole or part of the Unit by pro-rating same in accordance with the proportion of common interests attributable thereto, which have been paid or are payable to the City of Mississauga or any other relevant governmental authority or agency thereof with respect to or in connection with the development of the Condominium, including the obtaining of any approvals for such development.

(v) The cost of the TWC enrolment fee for the Unit (together with any provincial or federal taxes exigible with respect thereto).

(vi) The cost of water meter installations, water and sewer service connection charges and hydro and gas meter installation and connection or energization charges for the Condominium and/or the Unit, the Purchaser's portion of such installation and/or connection or energization charges and costs to be calculated by dividing the total amount of such charges and costs by the number of residential dwelling units in the Condominium and by charging the Purchaser in the statement of adjustments with that portion of the charges and costs. A letter from the Vendor's engineers certifying the said charges and costs shall be final and binding on the Purchaser.

(vii) The charge imposed upon the Vendor or the Vendor's Solicitors by the Law Society of Upper Canada upon registration of a Transfer/Deed of Land or Charge/Mortgage of Land or any other instrument.

(viii) The Purchaser agrees to pay Two Hundred and Fifty (\$250.00) Dollars towards the cost of obtaining (partial) discharges of mortgages not intended to be assumed by the Purchaser.

(ix) A sum of Fifty (\$50.00) Dollars for each cheque tendered pursuant to paragraph 1(a) and 1(b) of this Agreement and any other cheques tendered for upgrades and/or extras and/or any other monies paid on account of the Purchase Price up to, but not including, the Unit Transfer Date, representing a reasonable reimbursement to the Vendor of the costs incurred or to be incurred by the Vendor in fulfillment of the requirements of subsection 81(6) of the Act.

(e) In the event that the Purchaser desires to increase the amount to be paid to the Vendor's Solicitors on the Occupancy Date at any time after the expiry of the initial ten (10) day statutory rescission period, or wishes to vary the manner in which the Purchaser has previously requested to take title to the Property, or wishes to add or change any unit(s) being acquired from the Vendor, then the Purchaser hereby covenants and agrees to pay to the Vendor's Solicitors the legal fees and ancillary disbursements which may be incurred by the Vendor or charged by the Vendor's Solicitors in order to implement any of the foregoing changes so requested by the Purchaser (with the Vendor's Solicitors legal fees for implementing any such changes to any of the interim closing and/or final closing documents so requested by the Purchaser and agreed to by the Vendor being \$250.00 plus G.S.T.), but without there being any obligation whatsoever on the part of the Vendor to approve of, or to implement, any of the foregoing changes so requested.

(f) The Purchaser acknowledges that it may be required to enter into an agreement with the supplier of hydro services to the Condominium (the "Hydro Supplier") on or before the Occupancy Date or at any time thereafter as may be determined by the Vendor. Furthermore, the Purchaser acknowledges that such agreement may require the Purchaser to deliver a security deposit to the Hydro Supplier prior to the Occupancy Date or at any time thereafter and the Purchaser agrees to deliver such security deposit to the Vendor on the Occupancy Date or at any time thereafter as may be determined or requested by the Vendor.

(g) It is acknowledged and agreed by the parties hereto that the Purchase Price already includes a component equivalent to the federal goods and services tax exigible with respect to this purchase and sale transaction less the new housing rebate, if applicable (hereinafter referred to as the "GST"), and that the Vendor shall remit the GST to Canada Revenue Agency ("CRA") on behalf of