

Worksheet Leasing

Suite: 4505 Tower: PSV Date: Aug. 3/17 Completed by: _____

Hussam Tawfeeq

Please mark if completed:

- ✓ ● Copy of 'Lease Prior to Closing' Amendment
- ✓ ● Copy of Lease Agreement
- ✓ ● Certified Deposit Cheque for Top up Deposit to 20% payable to Aird and Berlis LLP in Trust N/A
- ✓ ● Certified Deposit Cheque for leasing fee as per the Leasing Amendment payable to Amacon City Centre Seven New Development Partnership, Courier to Dragana at Amacon Head office (Toronto). \$565 Draft No. 80704539
- ✓ ● Agreement must be in good standing. Funds in Trust: \$ 75,746.
- ✓ ● Copy of Tenant's ID
- ✓ ● Copy of Tenant's First and Last Month Rent
- Copy of Tenant's employment letter or paystub
- Copy of Credit Check
- Copy of the Purchasers Mortgage approval
- ✓ ● The elevator will not be allowed to be booked until all of the Above items have been completed and submitted

Administration Notes:

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

LEASE PRIOR TO CLOSING

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

Suite **4505** Tower **ONE** Unit **5** Level **44** (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 percent (20%) 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 Five Hundred Dollars (\$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 02 day of 08 2017.

Witness: 


Purchaser: **HUSSAM TAWFEEQ**

THE UNDERSIGNED hereby accepts this offer.

DATED at Mississauga this 2nd day of August 2017.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: 

Authorized Signing Officer
I have the authority to bind the Corporation

This Agreement to Lease dated this 31 day of May, 2017

TENANT (Lessee), prashanth azharuddin & srividhya raman
(Full legal names of all Tenants)

LANDLORD (Lessor), hussam tawfeek
(Full legal name of Landlord)

ADDRESS OF LANDLORD
(Legal address for the purpose of receiving notices)

The Tenant hereby offers to lease from the Landlord the premises as described herein on the terms and subject to the conditions as set out in this Agreement.

1. **PREMISES:** Having inspected the premises and provided the present tenant vacates, I/we, the Tenant hereby offer to lease, premises known as:
4505 - 4011 brickstone mews mississauga 15b 0g3
2. **TERM OF LEASE:** The lease shall be for a term of 1 year commencing june 1st 2017
3. **RENT:** The Tenant will pay to the said Landlord monthly and every month during the said term of the lease the sum of One Thousand Nine Hundred Fifty Canadian Dollars (CDN\$ 1,950.00), payable in advance on the first day of each and every month during the currency of the said term. First and last months' rent to be paid in advance upon completion or date of occupancy, whichever comes first.

4. **DEPOSIT AND PREPAID RENT:** The Tenant delivers upon acceptance (Herewith/Upon acceptance/as otherwise described in this Agreement) by negotiable cheque payable to hussam tawfeek "Deposit Holder" in the amount of Seven Thousand Eight Hundred Canadian Dollars (CDN\$ 7,800.00) as a deposit to be held in trust as security for the faithful performance by the Tenant of all terms, covenants and conditions of the Agreement and to be applied by the Landlord against the first and last 3 month's rent. If the Agreement is not accepted, the deposit is to be returned to the Tenant without interest or deduction.

For the purposes of this Agreement, "Upon Acceptance" shall mean that the Tenant is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, 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.

5. **USE:** The Tenant and Landlord agree that unless otherwise agreed to herein, only the Tenant named above and any person named in a Rental Application completed prior to this Agreement will occupy the premises.
Premises to be used only for: single family home

6. **SERVICES AND COSTS:** The cost of the following services applicable to the premises shall be paid as follows:

	LANDLORD	TENANT		LANDLORD	TENANT
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cable TV	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Oil	<input type="checkbox"/>	<input type="checkbox"/>	Condominium/Cooperative fees	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electricity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Garbage Removal	<input type="checkbox"/>	<input type="checkbox"/>
Hot water heater rental	<input type="checkbox"/>	<input type="checkbox"/>	Other:	<input type="checkbox"/>	<input type="checkbox"/>
Water and Sewerage Charges	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Other:	<input type="checkbox"/>	<input type="checkbox"/>

The Landlord will pay the property taxes, but if the Tenant is assessed as a Separate School Supporter, Tenant will pay to the Landlord a sum sufficient to cover the excess of the Separate School Tax over the Public School Tax, if any, for a full calendar year, said sum to be estimated on the tax rate for the current year, and to be payable in equal monthly installments in addition to the above mentioned rental, provided however, that the full amount shall become due and be payable on demand on the Tenant.

INITIALS OF TENANT(S):

INITIALS OF LANDLORD(S):



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7. **PARKING:** 1 parking and one locker
8. **ADDITIONAL TERMS:**
9. **SCHEDULES:** The schedules attached hereto shall form an integral part of this Agreement to Lease and consist of: **Schedule(s) A**
10. **IRREVOCABILITY:** This offer shall be irrevocable by _____ until _____ a.m./p.mon the _____ day of _____, 20____ after which time if not accepted, this Agreement shall be null and void and all monies paid thereon shall be returned to the Tenant without interest or deduction.
11. **NOTICES:** The Landlord hereby appoints the Listing Brokerage as agent for the Landlord for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Tenant's Brokerage) has entered into a representation agreement with the Tenant, the Tenant hereby appoints the Tenant's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Landlord and the Tenant (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Tenant or the Landlord 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 that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.
- FAX No.: _____ FAX No.: _____
(For delivery of Documents to Landlord) (For delivery of Documents to Tenant)
- Email Address: _____ Email Address: _____
(For delivery of Documents to Landlord) (For delivery of Documents to Tenant)
12. **EXECUTION OF LEASE:** Lease shall be drawn by the Landlord on the Landlord's standard form of lease, and shall include the provisions as contained herein and in any attached schedule, and shall be executed by both parties before possession of the premises is given. The Landlord shall provide the tenant with information relating to the rights and responsibilities of the Tenant and information on the role of the Landlord and Tenant Board and how to contact the Board. (Information For New Tenants as made available by the Landlord and Tenant Board and available at www.ltb.gov.on.ca)
13. **ACCESS:** The Landlord shall have the right, at reasonable times to enter and show the demised premises to prospective tenants, purchasers or others. The Landlord or anyone on the Landlord's behalf shall also have the right, at reasonable times, to enter and inspect the demised premises.
14. **INSURANCE:** The Tenant agrees to obtain and keep in full force and effect during the entire period of the tenancy and any renewal thereof, at the Tenant's sole cost and expense, fire and property damage and public liability insurance in an amount equal to that which a reasonably prudent Tenant would consider adequate. The Tenant agrees to provide the Landlord, upon demand at any time, proof that said insurance is in full force and effect and to notify the Landlord in writing in the event that such insurance is cancelled or otherwise terminated.
15. **RESIDENCY:** The Landlord shall forthwith notify the Tenant in writing in the event the Landlord is, at the time of entering into this Agreement, or, becomes during the term of the tenancy, a non-resident of Canada as defined under the Income Tax Act, RSC 1985, c.1 (ITA) as amended from time to time, and in such event the Landlord and Tenant agree to comply with the tax withholding provisions of the ITA.
16. **USE AND DISTRIBUTION OF PERSONAL INFORMATION:** The Tenant consents to the collection, use and disclosure of the Tenant's personal information by the Landlord and/or agent of the Landlord, from time to time, for the purpose of determining the creditworthiness of the Tenant for the leasing, selling or financing of the premises or the real property, or making such other use of the personal information as the Landlord and/or agent of the Landlord deems appropriate.
17. **CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (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 Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between Landlord and Tenant. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
18. **FAMILY LAW ACT:** Landlord warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Landlord has executed the consent hereinafter provided.
19. **CONSUMER REPORTS:** The Tenant is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.

INITIALS OF TENANT(S):

INITIALS OF LANDLORD(S):



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20. BINDING AGREEMENT: This Agreement and acceptance thereof shall constitute a binding agreement by the parties to enter into the Lease of the Premises and to abide by the terms and conditions herein contained.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) (Tenant or Authorized Representative) (Seal) DATE MAY 31st 2017

(Witness) (Tenant or Authorized Representative) (Seal) DATE MAY 31st 2017

(Witness) (Guarantor) (Seal) DATE

We/I the Landlord hereby accept the above offer, and agree that the commission together with applicable HST (and any other tax as may hereafter be applicable) may be deducted from the deposit and further agree to pay any remaining balance of commission forthwith.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) (Landlord or Authorized Representative) (Seal) DATE 31.5.2017

(Witness) (Landlord or Authorized Representative) (Seal) DATE

SPOUSAL CONSENT: The undersigned spouse of the Landlord hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) (Spouse) (Seal) DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally acceptance by all parties at a.m./p.m. this day of, 20..... (Signature of Landlord or Tenant)

INFORMATION ON BROKERAGE(S)

Listing Brokerage Tel.No.

(Salesperson / Broker Name)

Co-op/Tenant Brokerage Tel.No.

(Salesperson / Broker Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Lease and I authorize the Brokerage to forward a copy to my lawyer.

(Landlord) DATE 31.5.2017

(Landlord) DATE

Address for Service Tel.No.

Landlord's Lawyer Tel.No.

Address Tel.No.

Email Tel.No. FAX No.

I acknowledge receipt of my signed copy of this accepted Agreement of Lease and I authorize the Brokerage to forward a copy to my lawyer.

(Tenant) DATE MAY 31st 2017

(Tenant) DATE MAY 31st 2017

Address for Service Tel.No.

Tenant's Lawyer Tel.No.

Address Tel.No.

Email Tel.No. FAX No.

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement to Lease:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement to Lease, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS Rules and shall be subject to and governed by the MLS Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement to Lease. Acknowledged by:

(Authorized to bind the Listing Brokerage) (Authorized to bind the Co-operating Brokerage)

**SCHEDULE 'A' TO THE
AGREEMENT TO LEASE – RESIDENTIAL CONDO**

Lessee: PRASHANTH AZHARUDDIN AND SRIVIDHDYA RAMAN
Lessor: HUSSAM TAWFEEK

Premises known as: 4011 BRICKSTONE MEWS, UNIT #4505, MISSISSAUGA

The Lessee agrees to carry and maintain contents insurance and acknowledges that the Lessor's insurance provides no coverage on the Lessee's personal property.

The Lessee is to provide the Lessor with EIGHT (8) post-dated cheques, to be given upon acceptance of this Agreement.

If the cheque for deposit is of non sufficient funds, \$50.00 will be charged to the Lessee to cover the cost of the cheque.

It is further agreed and understood that the Lessee shall give at least SIXTY (60) days written notice of their intention to vacate said premises at the end of the term of the Lease, provided further the Lessor shall have the right in addition to any other rights that he may have pursuant to the Landlord and Tenant Act, and agrees to show said premises to prospective tenants within reasonable hours after receipt of termination notice.

The Lessee shall give the Lessor prompt notice of any accident or any defect in the water pipes, heating system, air conditioning, electrical light fixtures, electrical wiring or any of the included appliances and costs of said repairs to be paid by the Lessor.

The Lessee acknowledges having viewed the premises and has found said premises in a clean and good state of repair and accepts the premises in an "as is" condition.

The Lessee agrees to repair any damage caused thereto by his willful or negligent conduct or that of any persons permitted on the premises by him.

The Lessee agrees to leave the premises in a clean and broom swept condition and remove all debris from the said premises on or before terminate of the lease.

The Lessor and Lessee acknowledge that the appliances are in good working condition on possession. The Lessor shall be responsible for all repairs and costs provided the repairs are arranged by the Lessor.

The Lessee hereby covenants with the Lessor and with the Condominium Corporation that the Buyer, members of a household, and guest, will comply with the Condominium Act, the Declaration, the By-Laws and all Rules and Regulations, in using the unit and the common elements, and will be subject to the same duties imposed by the above as those applicable to other individual unit owners.



Included in the Lease are: all existing electrical light fixtures, all existing fridge, stove, washer, dryer, built-in dishwasher, built-in microwave and window coverings provided for the use of the Lessee as owned chattels of the Lessor

The Lessee shall not assign or sub-let the subject property without the consent of the Lessor, such consent not to be unreasonably withheld.

The Lessee agrees to permit the Lessor to inspect the premises at reasonable hours of the day provided the Lessor gives the Lessee TWENTY-FOUR (24) hours notice.

The Lessor shall provide the Lessee on closing two complete set of all current keys and passes relating to the premises and any related property interest, and in the event that a complete set of keys are not provided and the Lessee must incur any costs after closing in arranging for new keys and/or passes the Lessor shall be liable therefore, and hereby irrevocably agrees to promptly reimburse the Lessor for same.

The Lessee agrees and understands that loss of any keys and/or passes to the said premises during the term of the Lease are to be replaced at his own expense.

No formal lease shall be drawn and this contract shall be the only document covering the rental of this property.

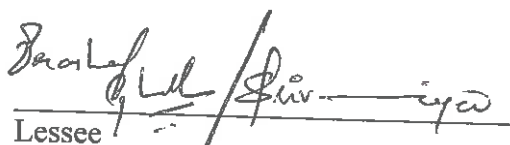
The parties to this transaction acknowledge that any facsimile transmission of this Offer to Lease shall be binding to all parties involved.

Tenant agrees to pay the first \$100.00 towards any breakage, repairs or replacement of any appliance's, plumbing and electrical equipment for each occurrence. This includes all light bulbs and fuse replacement. The Landlord shall be responsible for the total cost of any single repair over and above \$100.00.

In the event of any breakdown of electrical, mechanical, heating, plumbing or any other system, the Landlord will not be liable or responsible for damages, personal comfort, any illness or stress arising there from.

The tenant voluntarily agrees to pay an extra TWO (2) months as a pre-paid rent to cover the 10th and 11th month of this lease to offset the lack of job letters and credit report.

In the event that any of the utilities services will not be included in the maintenance fee, then the Tenant will be responsible to pay his own usage (Hydro & WATER)


Lessee


Lessor

31.5.2017



The Toronto-Dominion Bank

80704539

5626 TENTH LINE WEST
MISSISSAUGA, ON L5M 7L9

DATE

2017-08-01
YYYYMMDD

Transit-Serial No.

1579-80704539

Pay to the
Order of

Amacon City Centre Seven New Development Partnership

\$ *****565.00

FIVE HUNDRED SIXTY FIVE**00/100 Canadian Dollars

Authorized signature required for amounts over CAD \$5,000.00

Re

PSV 4505 Leasing Fee

The Toronto-Dominion Bank
Toronto, Ontario
Canada M5K 1A2

Authorized Officer

Number

Countersigned

OUTSIDE CANADA NEGOTIABLE BY CORRESPONDENTS AT THEIR BUYING RATE FOR DEMAND DRAFTS ON CANADA

⑈80704539⑈ ⑆09612⑈004⑆

⑈3808⑈

06699

® Registered trademark of The Bank of Nova Scotia

1509414 00/10



EGLENTON AND CREDITVIEW
MISSISSAUGA ON L5V 1N3

SOLD TO _____
ADDRESS _____

637001

DATE 29 4 7 0 5 P 3 1
CANADIAN DOLLARS

PAY TO ORDER OF HUSSAM TAMFEER

SUM OF EXACTLY 6,825 DOLLARS 00/100

\$ 6,825.00
COMMISSION
TOTAL




NOT NEGOTIABLE

TO:
ANY BRANCH OF
THE BANK OF NOVA SCOTIA

AUTH NO.	THE BANK OF NOVA SCOTIA
AUTH NO. 8321	AUTHORIZED OFFICER
AUTH NO. 1111	AUTHORIZED OFFICER

DETACH AND RETAIN: IN THE EVENT OF THE LOSS OF THE CORRESPONDING
DRAFT, REFER TO THE CONDITIONS NOTED ON THE REVERSE.

CUSTOMER RECEIPT

Quick Tools ▾

Rates ▾

Scotiabank ▾

MR PRASHANTH AZHARUDDIN

Date: 2017/07/24

Customer Name: MR PRASHANTH AZHARUDDIN

Customer Name:

Address Line 1: 4011 BRICKSTONE MEWS UNIT 4505

Address Line 2:

City: MISSISSAUGA,Ontario

Country: Canada

Postal Code: L5B 0G3

Date of Birth: 1984/05/18

S.I.N:

Gender: Male

Marital Status: Unknown

Employee: No

Language: English

Employer: N/A

Advertising: No Restrictive Preference

Occupation Status: Not Working

Occupation Category: Other

Occupation Description: NOT WORKING

Home Telephone: (647) 679-0864

Business Phone:

Occupation Type: Not Working

Occupation: Other

Account Details:

PRODUCT AND SERVICES	ACCOUNT NUMBER	INSURED	BALANCE	DATE OPEN/CLOSED	STATUS	BLT	REL
Application for Credit	20000000000000000000	N/A		2017/05/24		26062	Sole
Non-registered Savings - BNS	00000000000000000000	N/A	\$0.00	2017/04/20	Open	80002	Sole
SCENE VISA card	45300000000000000000	Y	\$730.21	2021/05/01		26062	Sole
Scotia One	26000000000000000000	N/A	\$12,146.34	2017/05/24	Open	26062	Sole
Scotiabank Momentum Savings	26062000000000000000	N/A	\$19,990.57	2017/05/24	Open	26062	Sole
ScotiaCard/Self-Service Bkg. Access	60000000000000000000	N/A		2020/12/31		26062	Sole

July, 28, 2017

Mr. Hussam Tawfeek,

We are pleased to advise you that based on the information you provided you are qualified for a residential mortgage on a principle residence as follows:

Property Address : 4011 Brickstone Mews Unit 4505 Mississauga ON L5B 0J7

20% Loan to value: \$ 73,980.00

Mortgage Loan Amount: \$ 295,920.00

Rate: 2.89% yearly closed

Monthly payment: \$ 1,472.56

Thank you for applying for mortgage with us. Please contact me if you have any question on this or any other financial matters.

Yours truly,

Best regards,

Maryam Saniei

Mortgage Specialist

416 836 7100

