

Worksheet

Standard Assignment

Timeline of completion: Must be 4 weeks prior to Occupancy

Suite: 4607 Tower: PSV Date: Mar 26/17 Completed by: Anita

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 Blaney McMurtry LLP in Trust occupancy April 24/17²⁰
- ☒ Certified Deposit Cheque for Assignment fee as per the Assignment Amendment payable to Amacon City Centre Seven-New Development Partnership. Courier to Dragana at Amacon Head office (Toronto). N/A (see Assignment (\$0))
- ☒ Agreement must be in good standing. Funds in Trust: \$ 61,679.77 (15% of purchase price is \$60,135.00)
The remaining \$1,544.77 in trust is decer deposit)
- ☒ Assignors Solicitors information
- ☒ Assignees Solicitors information
- ☒ Verify if PDI has been completed. If not, Please identify who will be performing the PDI. If the Assignee is performing the PDI a Designate form must be signed by the Assignor to appoint the assignee to complete the PDI. This form must be submitted to customercareto@amacon.com April 12/17 - Designate form provided as Assignee wants to attend. He will email it to cust. care
- ☒ Include Fintrac for Assignee
- ☒ 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 Blaney via email. The Parkside Admin team must courier the full hardcopy package to Blaney McMurtry's office. Please remember that the Assignment fee cheque should be couriered to Amacon.

Administration Notes:

* Be sure that a Handicap parking is NOT provided with unit as a permit was provided by original purchaser(assignor).
Assignee does not require one

* Please complete BEFORE OCCUPANCY

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

ASSIGNMENT

Between: **AMACON DEVELOPMENT (CITY CENTRE) CORP.** (the "Vendor") and
HESHMAT HELMI MIKHAIL (the "Purchaser")
Suite **4607** Tower **ONE** Unit **7** Level **45** (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 on February 25, 2012 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 *zero (\$0.00)* ~~Five Thousand (\$5,000.00)~~ 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 25th day of FEBRUARY 2012.

Witness:



Purchaser: Heshmat Helmi Mikhail

DATED at MISSISSAUGA this 25 day of FEBRUARY 2012.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: 

Authorized Signatory Officer

I have the authority to bind the Corporation

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 29th March day of 2016.

AMONG:

Heshmat Helmi Mikhail

(hereinafter called the "Assignor")

OF THE FIRST PART;

- and -

John Rino Marcellino

(hereinafter called the "Assignee")

OF THE SECOND PART;

- and -

AMACON DEVELOPMENTS (CITY CENTRE) INC.

(hereinafter called the "Vendor")

OF THE THIRD PART.

WHEREAS:

- (A) By Agreement of Purchase and Sale dated the 25th February, 2012 day of February 2012, 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 7, Level 45, Suite 4607, together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as PSV, 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



JRM
HHM

- 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 this 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 Blaney McMurtry, LLP upon execution of this Assignment Agreement, Vendor's solicitor's fees in the amount of ~~Five Hundred Dollars (\$500.00)~~ ^{zero (\$0.00)} 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 29th day of March, 2017

Witness

(Assignor) Heshmat Helmi, Mikhail

(Assignor)

Witness

Witness

(Assignee) John Rino Marcellino

(Assignee)

AMACON DEVELOPMENT (CITY CENTRE)
INC.

Per: _____
Name: _____
Title: Authorized Signaling Officer

I have authority to bind the Corporation

Schedule "A"

Details of Assignee

ASSIGNEE

NAME: John Rino Marcellino
DATE OF BIRTH: 1978/04/26. 512 080 359
ADDRESS: YYYYMMDD SIN #
70 Fernbrook Cr.
Brampton, ON L6Z 3N7
PHONE: Tel: (905) 846-7454
Cell: (647) 999-2286
E-mail: Facsimile:

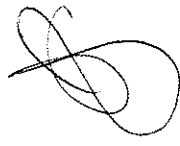
ASSIGNEE

NAME: John.marcellino@liffow.com
DATE OF BIRTH: _____
ADDRESS: YYYYMMDD SIN #

PHONE: _____
E-mail: Tel: _____
Cell: _____
Facsimile: _____

ASSIGNEE'S SOLICITOR:

NAME: Tony Kiru
ADDRESS: Law Office of Gina Ceci
404-31 Queen St. E
Brampton, ON L6W 3P1.
PHONE: Bus: (905) 453-3629
E-mail: Facsimile: (905) 453-1563
kirutony@gmail.com


H.M. 

Assignors Solicitor.

Property Address:-

4011 Brickstone Mews #4607
Mississauga, ON

Seller Name:-

Heshmat Helmi Mikhail

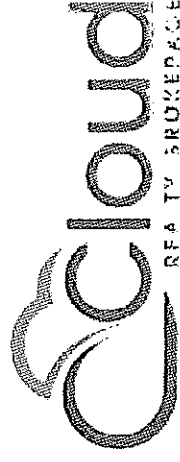
Seller Lawyer Info

Sachin R. Kharbanda B.A. LL.B.
Barrister & Solicitor
SRK Law Professional Corp.
12 Thomas Street
Mississauga, ON L5M 1Y5

(905) 285-0465 (Office)
(905) 285-0922 (Fax)
(416) 871-8427 (Mobile)
www.srklawyers.com

email - sachin@srklawyers.com

Assignee's Solicitor



PROPERTY ADDRESS:

4011 Brickstone Mews #4607
Mississauga, ON

BUYER INFO:

John Rino Marcellino

BUYERS SALES REPRESENTATIVE:

Miko Nalepa
Sales Representative
Cloud Realty, Brokerage
3180 Ridgeway Dr #36
Mississauga, ON
L5L 5S7
Direct: 416-587-6172
Office: 905-997-6000
Fax: 905-997-6303
Email: miko@parksidevillage.ca

BUYERS SOLICITOR:

Tony Kiru
404-21 Queen St. E.
Brampton, Ontario L6W 3P1
Phone: 905-453-3629
Fax: 905-453-1563
Email: kirutony@gmail.com

BUYERS MORTGAGE CONTACT:

Fernanda Valez
10998 Chinguacousy Road
Brampton, ON
Direct: 905-840-7551 ext 223
Fax: 905-840-1402
Email: fernanda.valex@td.com

INDIVIDUAL IDENTIFICATION INFORMATION RECORD

Information required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*.

Vendor: AMACON DEVELOPMENT (CITY CENTRE) CORP.

Lot/Suite #: 4607 Phase/Tower: PSV ONE TWO Plan No.: Eleven

Street: _____

Date of Offer: _____

Sales Representative: Institution

Verification of Individual

1. Full Legal Name of Individual: _____
2. Address: _____
3. Date of Birth: _____
4. Principal Business or Occupation: Inside Sales Marketing @ Liftow Ltd
5. Identification Document (must see original): _____
6. Document Identification Number: _____
7. Issuing Jurisdiction: _____
8. Document Expiry Date (must not be expired): _____

NOTE: This section must be completed for each purchaser. If the individual refuses to provide information must make a record of same detailing what efforts were made to get such information.

Acceptable Identification Documents: birth certificate, driver's licence, passport, record of landing, permanent resident card, old age security card, certificate of Indian Status or SIN card (although SIN numbers are NOT to be provided to FINTRAC). If the identification is from a foreign jurisdiction should be equivalent to one of the above noted documents. Provincial health card NOT an acceptable form of identification.

Verification of Third Parties (if applicable)

Note: Must be completed with a client or unrepresented individual if acting on behalf of a third party. If you suspect the client is acting on behalf of a third party but cannot verify same you must keep record of that fact.

1. Name of third Party: _____
2. Address: _____
3. Date of Birth: _____
4. Principal Business or Occupation: _____
5. Incorporation number and place of issue (corporations/other entities only) _____
6. Relationship between third party and client: _____



TD Canada Trust
WANLESS & CHINGUACOUSY
10998 CHINGUACOUSY RD
BRAMPTON, ON L7A0P1
www.tdcanadatrust.com

March 17, 2017

JOHN MARCELLINO
70 FERNBROOK CRES
BRAMPTON, ON L6Z 3N7

Dear Valued Customer(s):

Re: TD Home Equity FlexLine Pre-Approval Confirmation

We are happy to confirm that you qualify for a TD Home Equity FlexLine with The Toronto-Dominion Bank ("TD") with the following terms and on the following conditions:

Applicant(s):

JOHN MARCELLINO

Original Plan Limit:

\$374,350.00

Credit Limit:

\$50,000.00

Revolving Portion

Revolving Portion Variable Annual Interest Rate: TD Prime Rate plus 1.00% (the "variance")

TD Prime Rate today is 2.70% and is subject to change.

The variance from TD Prime Rate is subject to change at our discretion and will expire 120 days after the date of this letter.

Term Portion - Fixed Rate

A portion of the TD Home Equity FlexLine will be available as a loan for a term at a fixed rate of interest.

Principal Amount:

\$324,350.00

Annual Interest Rate:

2.69% calculated semi-annually not in advance

This Term Portion - Fixed Rate confirmation will expire on June 29, 2017. This means the Interest Rate for the Term selected will expire on this date.

Term:

5 years

Amortization:

25 years

Prepayment Option:

Closed to prepayment privileges, subject to terms of the Amending Agreement to TD Home Equity FlexLine Agreement Term Portion - Fixed Rate.

This Pre-Approval Confirmation is valid until June 30, 2017, and is subject to:

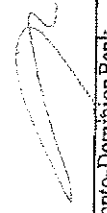
- 1) confirmation of credit application details (including income);
- 2) confirmation of down payment from non-borrowed sources;
- 3) satisfactory credit investigation;
- 4) no change in, and the accuracy of, the information provided;
- 5) the property to be mortgaged meeting TD's normal lending requirements. A satisfactory appraisal may be required.

Additional requirements:

- PAYOUT & CLOSE DEBTS EXCLUDED FROM RATIOS ON DEBT CALCULATOR

Signed by:

Per:


The Toronto-Dominion Bank

578326(1016)

Mar 29/11 +

PURCHASER INFORMATION FORM



PARKSIDE
VILLAGE[®]
MISSISSAUGA

Suite #:	<u>4607 PSV.</u>
Purchasers Name(s):	<u>Heshmat Helmi Mikhail</u>
Purchasers Address:	<u></u>
Tel: (Daytime):	<u></u>
(Cell):	<u></u>
Email Address:	<u></u>
PURCHASER'S SOLICITOR INFORMATION	
Name:	<u>Sachin R. Kharbanda B.A. LL.B</u>
Firm:	<u>SRK LAW PROFESSIONAL CORP.</u>
Address:	<u>12 Thomas St. Miss, ON L5M 1Y5</u>
Tel:	<u>(905) 285-0465</u>
Fax:	<u>(905) 285-0922</u>
Email	<u>sachin@srklawyers.com</u>

Please return the completed form to:

PARKSIDE VILLAGE SALES TEAM

465 Burnhamthorpe Road West | Mississauga | ON | L5B 0E3 | 905.273.9333
FAX: 905-273-7772 EMAIL: SUPPORT1@LIFEATPARKSIDE.COM
LIFEATPARKSIDE.COM