# Worksheet

# Standard Assignment

Pre- Occupancy

\_\_ Date: NOV 12/20 Completed by: ANDREA ALSIP COTNAM

Suite: 1906 Tower: BLK9N

Please mark if completed:	
Copy of Assignment Amendment	
Assignment Agreement Signed by both Assignor and A	ssignee
Certified Deposit Cheque for Top up Deposit to 25% pa	yable to Aird and Berlis LLP in Trust: \$ WAIVED - IMMEDIATE FAMILY
Certified Deposit Cheque for Assignment fee \$\frac{1500+1}{2}\$ payable to Amacon Development (City Centre) Corp. C	
Agreement must be in good standing. Funds in Trust: \$	52,725.00
	Assignor and Assignee have same solicitor as they are family
Assignors Solicitors information	Anurag Gupta Professional Corporation
Assignees Solicitors information	1400 Cornwall Road, Unit 12 Oakville, Ontario L6J 7W5 PHONE: Bus: 416.521.9834 ext 201 Facsimile: 647.476.7020 E-mail:
✔ Include Fintrac for Assignee – Occupation and Employee	STATE OF STA
Copy of Assignees ID	
Copy of Assignees Mortgage Approval	
The Assignee can close at occupancy closing as long as all of	f the Above items have been completed and submitted
Note:	
Once all of the above is completed, email the full package in Stephanie will execute and the Amacon admin team will for the Assignment fee cheque should be couriered to Amacon.	nmediately to Stephanie for execution of the Assignment agreement. ward immediately to Aird & Berlis LLP via email. Please remember that
Administration Notes:	
stephanie waived the assignment top up depo	osit
Assignment Fee Reduced 1	to \$1500 t HST as per
Amendment	1
A	



#### ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 13th day of November 2020

AMONG:

#### Nazila Ebruhimimeskinhagh

(herematter called the "Assignor")

OF THE FIRST PART.

- and -

#### Farzan Foroughi

(heremafter called the "Assignee")

OF THE SECOND PART

- and -

#### AMACON DEVELOPMENTS (CITY CENTRE) CORP.

(heremafter called the "Vendor")

OF THE THIRD PART

#### WHEREAS:

- (A) By Agreement of Purchase and Sale dated the 30th day of October, 2016 and accepted the 31st day of October, 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 6, Level 18, Suite 1906, together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as 4085 Parkside Village Drive, 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, munics 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:
- 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
- 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
- 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 Assigner 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.

- 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 self 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.
- 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
- 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
- The Assignor covenants and agrees with the Vendor that notwithstanding the within assignment, he/she will remain hable for the performance of all of the obligations of the Purchaser under the Agreement, jointly and severally with the Assignor for greater clarity, the Assignor may be required to complete the Occupancy Closing with the Vendor
- 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.
- 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
- 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.
- 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.
- Any capitalized terms hereunder shall have the same meaning attributed to them in the Agreement, unless they are defined in this Assignment Agreement
- This Assignment shall entire 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
- 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 17 day of		
Wilness Arerglopk	Nazila Ebrahimimeskinhagh	(Аззідлог)
Witness	form (Assigno	
Witness Anway 644	Furzaniforough)	(Assignee)
Witness	(Assigne	e)
	AMACON DEVELOPMENT (CITY C	ENTRE) CORP.
	Name: Title: Authorized Signing Officer	
	I have authority to bind the Corporation	

#### **BLOCK NINE**

## AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

### **ASSIGNMENT**

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

NAZILA EBRAHIMIMESKINHAGH (the "Purchaser")
Suite 1906 Tower 9 North Unit 6 Level 18 (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 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'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.

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- (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;
- )ľ

the Unit under this Agreement to an amount equa	Trust the amount required, if any, to bring the Deposits payable for all to twenty-five percent (25%) of the Purchase Price if, at the time signment, the Deposit having been paid does not then represent	
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		
Witness:	Purchaser: NAZILA EBRAHIMIMESKINHAGH	

DATED at _	Mississauga	this day of	October	<b>201</b> 6.
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AMACON DEVELOPMENT (CITY CENTRE) CORP.

Authorized Signing Officer
I have the authority to bind the Corporation

Amacon Development Corp Parkside Village Mississauga 465 Burnhamthorpe Rd West Mississauga, ON L58 0E3

Re: Assignment Fees for Unit 1906 4085 Parkside Village Dr.

Black 9, 1906-4085 Parkside Village Dy

#02?# #00932#004# **?43**}#

Dear Andrea,

As per our email communications, please find enclosed with this letter a certified cheque for legal fees payable to Aird & Berlis LLP and a certified cheque for assignment amendment fees payable to Amacon Development (City Centre) Corp.

I trust that you have all the required payments and documentation to process the Assignment Agreement.

If you have any questions, please don't hesitate to contact me at 647-668-4623.

WW. Accordatives Communicated and trust com www. Accordatives.com www. Accordatives.com

9011500"

## Schedule "A'

## Details of Assignee

ASSIGNEE	NAME: DATE OF BIRTH	Farzan Foroughi  06 July 1978  YYYYMMDD  729 705160  SIN #
	ADDRESS:	3361 Southwick St., Mississauga, ON L5M 7M1
	PHONE:	Tel: <u>647-668-4623</u> Cell: Facsimile:
	E-mail:	fredforoughi@live.com
ASSIGNEE	NAME:	
	DATE OF BIRTH	YYYYMMDD SIN#
	ADDRESS:	
	PHONE:	Tel: Cell: Facsimile:
	E-mail:	
ASSIGNEE'S SOLICITOR:	NAME:	Anurag Gupta Professional Corporation
002/01/01/	ADDRESS:	<u>l 400 Cornwall Road, Unit 12</u> Oakville, Ontario L6J 7W5
	PHONE:	Bus: <u>416.521.9834 ext 201</u> Facsimile: <u>647.476.7020</u>
	E-mail:	anurag@anuraggupta.com

41145681.1

IN THE MATTER OF the sale of Suite 1906, 4085 Parkside Village Drive, Mississauga, Ontario L5B 0K9, being legally described as Dwelling Unit 6, Level 18, Parking Unit TBA, Level TBA, Storage Unit TBA, Level TBA, Peel Standard Condominium Corporation Plan No. TBA, Region of Peel (the "Property") from Amacon Development (City Centre) Corp. to Nazila Ebrahimimeskinhagh

AND IN THE MATTER OF the assignment from Nazila Ebrahimimeskinhagh to Farzan Foroughi of the agreement of purchase and sale of the Property dated October 31, 2016 and any amendments thereto (the "Agreement of Purchase and Sale").

I, Anurag Gupta, of the City of Toronto, SOLEMNLY DECLARE that:

- 1. On the 17th day of November, 2020, I witnessed Nazila Ebrahimimeskinhagh ("Nazila") and Farzan Foroughi ("Fred") execute an assignment agreement, pursuant to which Nazila assigned to Fred, all of Nazila's rights, privileges and obligations in the Agreement of Purchase and Sale of the above-described Property.
- 2. Both Nazila and Fred are personally known to me, and I have previously verified both of their identities in accordance with the Law Society of Ontario's identification verification requirements.

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.

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DECLARED BEFORE ME at the Town of Oakville in the Regional Municipality of Halton this Age 44, 2020.

Anurag Gupta

A Commissioner, etc.

Tassect Khardakor, J.D.

completed by the HEALTUR® member whenever they act in respect to the purchase or sale of real estate. It is recommended that the individual identification information Record be completed:
(i) for a buyer when the offer is submitted and/or a deposit made, and
(ii) for a seller when the seller accepts the offer.
Transaction Property Address: 1906 - 4085 Parkside Village Dr., Mississauga ON
Sales Representative/Broker Name:  Date Information Verified/Credit File Consulted:
A. Verification of Individual
NOTE. One of Section A.1, A.2, or A.3 must be completed for your individual clients or unrepresented individuals that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller). Where you are unable to identify an unrepresented individual, complete section A.4 and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves the proceeds of crime or terrorist activity. Where you are using an agent or mandatary to verify the identity of an individual_see procedure described in CREA's materials on REALTOR Link*.
using an agent or mandatary to verify the identity of an individual, see procedure described in CREA's materials on REALTOR Links.  1. Full legal name of individual: Fatzuri Forough.  2. Address: 3361 Southwick St. Mississuruga CN L5M 7M.
3. Date of Birth: July 6, 1978 4. Nature of Principal Business or Occupation: Account Executive
A.1 Federal/Provincial/Territorial Government-Issued Photo ID
Ascertain the individual's identity by comparing the individual to their photo ID. The individual must be physically present.
1. Type of Identification Document: Pass (0) T. 2. Document Identifier Number: HG 71867 3. Issuing Jurisdiction: Country: Canada
4. Document Expiry Date: July 21, 2025
A.2 Credit File
Ascertain the individual's identity by comparing the individual's name, date of birth and address information above to information in a Canadian credit file that has been in existence for at least three years. If any of the information does not match, you will need to use another method to ascertain client identity.
1 Duran Helding the Credit File: N/A
2. Reference Number of Credit File: . W.A.
A.3 Dual ID Process Method
1. Complete two of the following three checkboxes by ascertaining the individual's identity by referring to information in two independent, reliable, sources. Each source must be well known and reputable (e.g., federal, provincial, territorial and municipal levels of government, crown corporations, financial entities or utility providers). The individual does not need to be physically present.
the individual's name and date of birth*
O Name of Source: N 177
to adverse to a document or source containing the individual's name and address*
O Name of Source: N. A. Source of the state
Verify the individuals' name and confirm a financial account*      Name of Source:
O Name of Source: N. ()
O Account Number**: N. 143
*See CREA's FINTRAC materials on REALTOR Link® for examples. ** Or reference number if there is no account number.

NOTE An Individual Identification Information Record is required by the Proceeds of Crime (Money Laundering) and Terrorist Financing Act. This Record must be





<b>A.4 Unre</b> ¡ Only complet	presented Individual Reasonable Measures Record (if applicable) e this section when you are unable to ascertain the identity of an unrepresented individual.
	Measures taken to Ascertain identity (check one):
	Asked unrepresented individual for information to ascertain their identity  Other, explain: N. I. A
Da	te on which above measures taken: NIA
2,	Reasons why measures were unsuccesful (check one):
	Unrepresented individual did not provide information Other, explain: N P
B. Verii	fication of Third Parties
NOTE: <i>Only</i> party. Eithei	complete Section B for your clients. Complete this section of the form to indicate whether a client is acting on behalf of a third r B.1 or B.2 must be completed.
<b>B.1 Thir</b> d Where you ca	d Party Reasonable Measures annot determine whether there is a third party or there is no third party, complete this section.
is the trans	saction being conducted on behalf of a third party according to the client? (check one):
	Yes No
Mar As	taken (check one): sked if client was acting on behalf of a third party ther, explain:
Date on wi	nich above measures taken: Nov. 16/2020
	ny measures were unsuccessful (check one): ient did not provide information ther, explain: N.   \( \frac{1}{2} \)
Indicate wi	hether there are any other grounds to suspect a third party (check one):
□ Nr	
Where there i	d Party Record is a third party, complete this section.
1. Name of 2. Address	third party: N.A.
3. Date of I 4. Nature o	Birth (if applicable): NIA If Principal Business or Occupation: NIA
5. Incorpor	ration number and place of issue (if applicable): N.A.
6. Relation	ship between third party and client: N.A.

NOTE Only complete Sections C and D for your clients

Low Risk

# C. Client Risk (ask your Compliance Officer if this section is applicable)

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below

Canadian Citizen or Resident Physically Present
☐ Canadian Citizen or Resident Not Physically Present
☐ Canadian Citizen or Resident - High Crime Area No Other Higher Risk Factors Evident
☐ Foreign Citizen or Resident that does not Operate in a High Risk Country (physically present or not)
C) Other, explain
NIA
Medium Risk
☐ Explain:
NIA
High Risk
☐ Foreign Citizen or Resident that operates in a High Risk Country (physically present or not)
☐ Other, explain:
NIA

If you determined that the client's risk was high, tell your brokerage's Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.





D. Business Relationship	
(ask your Compliance Officer wher	i this section is applicable)
D.1. Purpose and Intended Natur	e of the Business Relationship
Check the appropriate boxes.	
Acting as an agent for the purchase or sale o	f
☐ Residential property	☐ Residential property for income purposes
☐ Commercial property	☐ Land for Commercial Use
☐ Other, please specify: .N.I.A.	······································
D.2. Measures Taken to Monitor	Business Relationship and Keep Client Information Up-To-Date
	principal business or occupation has changed and if it has include the updated
D.2.2 Keep all relevant correspondence with the business relationship with the client, Opti them here:	the client on file in order to maintain a record of the information you have used to monitor ional - if you have taken measures beyond simply keeping correspondence on file, specify
NIA	
i tr	
D.2.3. If the client is high risk you must conduction information up to date. Optional - cons	uct enhanced measures to monitor the brokerage's business relationship and keep their ult your Compliance Officer and document what enhanced measures you have applied:
NIA	
D.3 Suspicious Transactions	
•	during the transaction report it to your Compliance Officer, Consult your policies and

**E. Terrorist Property Reports** 

Don't forget to follow your brokerage's procedures with respect to terrorist property reports. Consult your policies and procedures manual for more information.





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## **RBC Royal Bank**

November 10, 2020

FARZAN FOROUGHI 3361 SOUTHWICK ST MISSISSAUGA, ON L5M 7M1 Royal Bank of Canada

MISS ON-HWY 10 & EGLINTON 4557 HURONTARIO ST-UNIT B2 MISSISSAUGA, ON L4Z 3M2 Tel: 1-647-818-9048 Fax:

Dear FARZAN FOROUGHI,

Re: Mortgage application number: 101874080 - 631293376

Congratulations and thank you for choosing us for your mortgage needs. I'm pleased to confirm that you've been approved for a mortgage as per the details and conditions we've discussed.

Property: UNIT 1906 4085 PARKSIDE VILLAGE DR

MISSISSAUGA, ON L5B 0K2

Mortgage details:

Mortgage amount:

\$ 281,200.80, inclusive of mortgage default insurance, if applicable

Amortization period:

30.00 years

Interest rate:

Prime Rate<sup>1</sup> plus 0.1500000 % per year, calculated not in advance, at the same frequency as your payments. The interest rate is based on our Prime Rate which, at the date of this letter is 2.4500000 % per

annum.

Term:

60 months

Type:

5-Year Variable Rate Closed

Principal & Interest:

\$ 1,125.76

**Property Taxes:** 

\$ 0.00 (Estimated)

HomeProtector® Premium\*:

\$ 0.00 \$ 1,125.76

Total Payment:

Payment frequency:

Monthly July 14, 2021

Interest adjustment date:

August 14, 2021 July 14, 2021

First payment due date:

Rate commitment

expiry date:

Advance date:

October 30, 2021

Your premium is guaranteed for **the term selected** until either the advance date or the rate commitment expiry date – whichever is earlier.