



**ASSIGNMENT OF AGREEMENT
OF PURCHASE AND SALE**
(Between family members)

THIS AGREEMENT MADE this 21ST day of NOVEMBER, 2023

NESARAJAH NADARAJAH
(Hereinafter referred to as the "Assignor")

-AND-

BELLAIRE PROPERTIES INC.
(Herein referred to as the "Vendor")

-AND-

NESARAJAH NADARAJAH and THAVANAYAGI NESARAJAH
(Herein referred to as the "Assignee")

WHEREAS the Assignor and the Vendor entered into an agreement of purchase and sales dated the 18TH day of March 2021 as amended (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 the proposed dwelling is to be constructed on Lot 5-06, PH5, #1454 Stovell Crescent, Plan 51M-1169 Model Temagami (3350), Elev A, - 2Car Garage, Fin Lwr Level, which dwelling described in the Purchase Agreement and which is municipally located at Town of Innisfil, County of Simcoe Ontario (the "Property").

AND WHEREAS the Assignor and the Assignee desire that the Assignor assign unto the Assignee all of his/her rights, 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.



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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 **\$110,000.00** 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 the sum of **\$0.00 plus applicable HST** as an administration fee to the Vendor for giving its consent as described herein. Failure to pay this administration fee will void the Vendor's consent to this Assignment.
12. As a condition of the Vendor granting its consent herein, the Assignor and Assignee hereby agree to waive any entitlement to Delayed Closing/Occupancy Compensation for the period of any day up to the actual Occupancy Date/Closing Date or as may be subsequently extended. For greater certainty, the Assignor and Assignee acknowledge and agree that they waive any and all entitlement to Delayed Occupancy Compensation that may be payable under the Purchase Agreement and the Ontario New Home Warranties Plan Act, 1990, as amended, and including any and all prior extensions of the Occupancy Date/Closing Date or as may be subsequently extended.
13. 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



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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.

14. 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.
15. 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.
16. 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.
17. Attached herewith are copies of the original Agreement of Purchase and Sale, Purchaser's Extras and amendments.

IN WITNESS WHEREOF the parties have executed this Agreement on the 21ST day of NOVEMBER, 2023

Witness

n.nesarajah
n.nesarajah (Nov 21, 2023 22:48 EST) Nov 21, 2023

Assignor Date:

Name: NESARAJAH NADARAJAH, DOB: 1958-11-09
Address: 558 Rosebank Road
Phone No: 416-580-4779
Email: nnesarajah@hotmail.com

Witness

Assignor Date:

Name: _____, DOB: _____
Address: _____
Phone No: _____
Email: _____



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n.nesarajah

n.nesarajah (Nov 21, 2023 22:48 EST) Nov 21, 2023

Witness

Assignee

Date:

Name: NESARAJAH NADARAJAH, DOB: 1958-11-09

Address: 558 Rosebank Road

Phone No: 416-580-4779

Email: nnesarajah@hotmail.com

n.thavanayagi

n.thavanayagi (Nov 21, 2023 22:54 EST) Nov 21, 2023

Witness

Assignee

Date:

Name: THAVANAYAGI NESARAJAH DOB: 1962-11-16

Address: 558 Rosebank Road, Pickering, On L1W 2N5

Phone No: 416-553-5591

Email: thava.nesarajah@hotmail.com

Witness

Assignee


Date:

Name: _____ DOB: _____

Address: _____

Phone No: _____

Email: _____


Per: Lormel Homes (Nov 22, 2023 10:52 EST)

Bellaire Properties Inc. A.S.O.