

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

B E T W E E N:

**ROYAL BANK OF CANADA**

Applicant

and

**SARDARA TRANSPORT INC., 2780785 ONTARIO INC.  
and PAYLESS TYRES CENTRE INC.**

Respondents

**AFFIDAVIT OF SHAMSHER BHULLAR  
(Affirmed February 29, 2024)**

I, Shamsher Bhullar, also known as Sam Bhullar, of the City of Mississauga, Ontario, AFFIRM:

1. I am a licensed realtor with Royal LePage Ignite Realty in Mississauga, Ontario, and act as a manager, agent, and realtor for Ms. Baljit Sandhu ("**Sandhu**" or the "**Buyer**"), including with respect to the purchase of lands held by the Respondent, 2780785 Ontario Inc. ("**278**"), located at 13760 Trafalgar Road, Halton Hills, Ontario (the "**Real Property**"). As such, I have personal knowledge of the matters to which I hereinafter depose. Where I do not have such personal knowledge, I have stated the source of my information or belief, and believe it to be true.
2. The ultimate buyer of the Real Property is Sandhu. Sandhu is a high net worth individual. I act as a manager, agent, and realtor for her. Sandhu is also a family friend.

Further, I am the “Sam Bhullar, In Trust” indicated as the buyer in Agreement of Purchase and Sale for the Real Property dated January 15, 2024 (the “**APS**”), and was involved in negotiating and coordinating its terms. A copy of the APS purchasing the Real Property from 278 is attached hereto as **Exhibit “A”**.

3. For the reasons described below, an Amendment to the APS was signed on February 28, 2024 providing for a closing date in April 10, 2024 (the “Amended APS”), a copy of which is attached hereto as **Exhibit “B”**.

4. I am swearing this affidavit at the request of the Buyer, Sandhu, as well as the director of the Respondents, Jagteshwar Singh Brar (“**Brar**”), in support of allowing the Real Property transaction to close. I am advised by Sandhu and the Respondents that this is necessary because RBC is making a receivership application to be heard on March 26, 2024, which would disrupt the sale of the Real Property.

#### **MY INVOLVEMENT**

5. I am swearing this affidavit both because I am directly involved, but also because Sandhu is staying at a hospital in India at the current time. More fully, Sandhu has had to deal with some health complications. From February 12 to 16, 2024, Sandhu had planned surgery at a hospital in Ontario. Sandhu then travelled to India to complete her recovery at a hospital in India. Sandhu informs me that she intends to fly back to Canada, arriving on March 8, 2024. A copy of Sandhu’s ticket reservation for a flight from Delhi to Toronto on March 8, 2024 is attached hereto as **Exhibit “C”**.

6. In my capacity as Sandhu’s manager and agent, I am also a main point of contact with the Respondent seller, 278, through its director, Brar. I have also been a point of

contact giving instructions to or negotiating with the real estate lawyers who have been involved since January 2024. These include:

- a. Rajan Sharma of Rajan Law Professional Corporation, acting for Sandhu as buyer in the 278 Real Property transaction;
- b. Vijay Khaneja ("**Khaneja**") of Khaneja Law, acting for 278 as the seller in the 278 Real Property transaction; and
- c. Although I am not involved with this directly, I understand that Amandeep Kapila ("**Kapila**") of Aasara Lawyers Professional Corporation acts for several private lenders who hold mortgage interests in the Real Property.

7. Brar has advised me that the Respondents are only opposing the receivership relief sought by the Royal Bank of Canada ("**RBC**") on the basis that RBC, and other third-party lenders, will receive a full payout once the sale of the Real Property closes. Brar has advised me that during a scheduling hearing that occurred on February 7, 2024, the Respondents had, through legal counsel, sought to consent to a receivership order circa April 10, 2024, on the expectation that RBC and other third-party lenders would be receiving a full payout at about this time. A receivership order prior to the April 10, 2024 would disrupt the closing of the Real Property transaction.

### **THE THIRD-PARTY LENDERS**

8. As described below, the expectation is that Sandhu will gain control of the Sandhu Funds that will be used to close the purchase of the Real Property on or about Monday April 8, 2024. As normal, some additional time is required to complete the transaction

once the Seller receives funds. In addition to RBC, the following lenders also have an interest in the Real Property, and are relying on the closing for a payout:

- a. Jitendra Patel ("**Patel**");
- b. 2794395 Ontario Corp. ("**395**"); and
- c. Kamaljit Kaur Grewal and 2794963 Ontario Inc. (collectively, "**Grewal**"),

(the "**Third-Party Lenders**"). Kapila is the solicitor acting for Grewal and 395.

9. I am advised that in January and early February of 2024, Kapila (as the solicitor for Grewal and 395) informed Brar (as the director of 278) that if his Third-Party Lender clients did not obtain the promised payout through the sale of the Real Property in April 2024, Grewal and 395 will be forced to resort to the power and sale provisions of their respective mortgage interests to compel the sale of the property. However, Grewal and 395 have confirmed that they are willing to pause on enforcement until April 10, 2024. A letter from Kapila to Khaneja dated February 28, 2024 formally stating that his clients will cooperate with an April 10, 2024 closing date is attached hereto as **Exhibit "D"**.

10. I am informed by the lawyers involved that Kapila has confirmed that, apart from RBC's interest, the total payout amount of all the Third-Party Lenders, including Patel, is approximately \$1,700,000.00, plus legal fees, expenses, and accruing interest.

11. I am informed by the lawyers involved that Kapila has discussed precise payout amounts with legal counsel for RBC. Further, I have attached discharge statements as at April 10, 2024 received from Kapila, as follows:

a. Grewal in the amount of \$817,141.22 hereto; and

b. 395 in the amount of \$613,733.11,

attached hereto as **Exhibit "E"**.

12. In my opinion as a realtor, the sale proceeds of the Real Property marketed and sold through a receiver or through a power of sale will get a lower sale price than \$7,200,000.00. Further, additional expenses are involved, including professional fees and other expenses. Kapila informs me that his Third-Party Lender clients are cooperating with a closing date of April 10, 2024, because of a specific concern that they will not receive a full payout if the purchase with Sandhu does not close.

#### **THE FUNDS FOR CLOSING**

13. Through my ongoing discussions with my client, Sandhu, I can confirm that in early to mid-January 2024, she had been informed that a legal settlement (the "**CRA Settlement**") with the Canada Revenue Agency (the "**CRA**") would remove the hold on an account holding approximately \$33,000,000.00 (the "**Sandhu Funds**"). In turn, a portion of the Sandhu Funds is to be used to purchase the Real Property from 278 for a purchase price of \$7,200,000.00 (as further described below).

14. Sandhu initially advised me, as well as the director of the Respondents, Brar, that the Sandhu Funds would be available to close the purchase the Real Property by late January 2024. On this basis, the APS signed on January 15, 2024 provided for a completion date of January 31, 2024.

15. Sandhu, Brar and I were later informed through Sandhu's legal counsel in the CRA matter, Jason Rosen ("**Rosen**") of Rosen and Associates, that certain steps relating to a CRA Settlement had been temporarily delayed. To be clear, Sandhu informs me that a binding settlement between her and the CRA had been reached by January 2024. However, Sandhu informs me that the CRA had unexpectedly delayed taking certain steps that would release a hold that had been placed on the Sandhu Funds.

16. In early January 2024, Sandhu informs me that she had understood that a hold would be released on her account and the funds would be available by on or about January 26, 2024. Sandhu informed Brar of this, and Brar and I had prepared the APS signed on January 15, 2024 with a short closing window of January 31, 2024. Brar informs me that he had in turn provided the APS to RBC.

17. In late January 2024, Sandhu had understood and informed us that the Sandhu Funds would be available on March 22, 2024. On January 30, 2024, Baljit had discussed this date with a Scotiabank representative named Anshul Arora in connection with moving the released Sandhu Funds to Scotiabank. A copy of this email chain is in **Exhibit "S"** to the Affidavit of Evgeniya Jens sworn February 1, 2024.

18. Unfortunately, a few days later Sandhu was informed that the CRA file closing for her CRA Settlement would actually occur on March 5, 2024. Further, Sandhu was informed, and advised Brar and I, that the hold on the account that the Sandhu Funds are in will become available 30 days after this CRA file closing step. This falls on a Friday, and so, in practice, the Sandhu Funds will become available to use on or about Monday April 8, 2024, with the closing on the Real Property to follow.

19. Sandhu's tax lawyer, Rosen, has informed Sandhu (who informed Brar and I) that he will be providing a letter on Sandhu's behalf on or about Thursday March 8, 2024. This letter will provide particulars to 278 as Seller and other interested parties, including RBC and the Third-Party Lenders, respecting the release of the Sandhu Funds. Sandhu advises that Rosen is not able to provide this letter until after a CRA file closing step that is scheduled to occur on Monday March 5, 2024.

20. As a realtor, in my experience a closing period of three months or so for transactions in this amount and for development lands like the Real Property in question is normal and reasonable. Sandhu would have been well within her rights as the buyer to have set a closing date of April 15, 2024 – i.e., three months after the APS was signed.

#### **THE PLAN TO DEVELOP THE 278 PROPERTY**

21. I also wanted to briefly discuss why Sandhu is interested in purchasing the Real Property held by 278.

22. The Real Property site consists of 53 acres, approximately 47 acres of which are suitable for development as "estate" type lots. The investment plan is to begin the development, permitting and re-zoning process to subdivide the Real Property into lots. This would likely take the form of approximately 20 lots of about 2 acres apiece. The specifics are often subject to amendment during the development process.

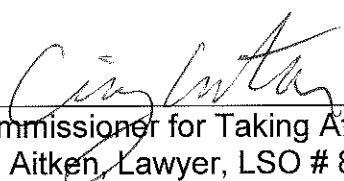
23. Sandhu and I are specifically interested in the Real Property because several neighbouring properties have been developed. Specifically, 2 acre lot homes at 16 Alliston Court, Halton Hills and 18 Alliston Court, Halton Hills were sold in the spring and

summer of 2023. This demonstrates a market demand, and following the same pattern should facilitate the development process.

24. This development process is, however, a medium to long term process. I would generally estimate that a development and re-zoning process would take around two to three years, if actively pursued. The subdivided lots could either then be sold, or construction of the development could be taken directly.

25. I make this Affidavit in support of the Respondents seeking to close on the sale of the Real Property by on or about April 15, 2024, and opposing a Receivership by the Applicants prior to this closing, and for no improper purpose.

AFFIRMED by Shamsheer Bhullar at )  
the City of Toronto in the Province of )  
Ontario, before me on Thursday )  
February 29, 2024 ✓

  
A Commissioner for Taking Affidavits  
Craig Aitken, Lawyer, LSO # 81110F

  
SHAMSHEER BHULLAR



# **EXHIBIT A**

This is Exhibit "A" referred to in the Affidavit of Shamsheer Bhullar affirmed February 29, 2024.

A handwritten signature in black ink, appearing to read "Craig Aitken". The signature is written in a cursive, flowing style.

---

*Commissioner for Taking Affidavits (or as may be)*

**CRAIG AITKEN**

This Agreement of Purchase and Sale dated this ..... 15 ..... day of ..... JANUARY ..... 20..... 24 .....

**BUYER,** SAM BHULLAR, IN TRUST ..... agrees to purchase from  
(Full legal names of all Buyers)

**SELLER,** 2780785 ONTARIO INC. ...., the following  
(Full legal names of all Sellers)

**REAL PROPERTY:**

Address ..... 13760 TRAFALGAR RD, HALTON HILLS ON L7G 4S4 .....

fronting on the ..... WEST ..... side of ..... TRAFALGAR RD .....  
in the ..... HALTON HILLS .....

and having a frontage of ..... 913.15 ..... more or less by a depth of ..... 2,218.60 ..... more or less

and legally described as ..... PT LT 29, CON 7 ESQ AS IN 470163 EXCEPT PT 1 ON 20R11397 EXCEPT PT1 ON 20R11460; .....

HALTON HILLS/ESQU ..... (the "property").  
(Legal description of land including easements not described elsewhere)

**PURCHASE PRICE:** ..... Dollars (CDN\$) ..... \$7,200,000.00 .....

..... SEVEN MILLION AND TWO HUNDRED THOUSAND ..... Dollars

**DEPOSIT:** Buyer submits ..... AS PER SCHEDULE A .....  
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

..... Dollars (CDN\$).....

by negotiable cheque payable to..... "Deposit Holder"  
to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer 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.

**Buyer agrees to pay the balance as more particularly set out in Schedule A attached.**

**SCHEDULE(S) A** ..... attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This offer shall be irrevocable by ..... SELLER ..... until ..... 5 ..... a.m./p.m. on  
the ..... 18 ..... day of ..... JANUARY ..... 20..... 24 ..... after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the ..... 31 ..... day  
of ..... JANUARY ..... 20..... 24 ..... Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

**INITIALS OF BUYER(S):**

**INITIALS OF SELLER(S):**

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller 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 Seller) (For delivery of Documents to Buyer)  
 Email Address: BRARCPA@GMAIL.COM Email Address: sam.bhullar@hotmail.com  
 (For delivery of Documents to Seller) (For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:** .....

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:** .....

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, If applicable, is not included in the Purchase Price.

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the .....<sup>26</sup>..... day of..... JANUARY....., 20<sup>24</sup>....., (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (..... FARMING / VACANAT LAND.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

**INITIALS OF BUYER(S):** 

**INITIALS OF SELLER(S):** 

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.
17. **RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
19. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
20. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Seller's spouse has executed the consent hereinafter provided.
23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
25. **CONSUMER REPORTS: The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**
26. **AGREEMENT IN WRITING:** If there is 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 Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



28. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

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

(Witness) ..... (Buyer/Authorized Signing Officer) *[Signature]* (Seal) DATE 17-01-2024

(Witness) ..... (Buyer/Authorized Signing Officer) (Seal) DATE .....

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

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

(Witness) ..... (Seller/Authorized Signing Officer) *[Signature]* (Seal) DATE 15 JAN 2024

(Witness) ..... (Seller/Authorized Signing Officer) (Seal) DATE .....

**SPOUSAL CONSENT:** The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees with the Buyer that he/she will 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 accepted by all parties at... 3:00 a.m./p.m. this... 17 day of... JANUARY, 2024... *[Signature]* (Signature of Seller or Buyer)

**INFORMATION ON BROKERAGE(S)**

Listing Brokerage..... Tel.No. (.....)
Co-op/Buyer Brokerage..... *N/A* Tel.No. (.....)

**ACKNOWLEDGEMENT**

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

*[Signature]* DATE JAN 17, 24
(Seller) DATE .....

*[Signature]* DATE 17-01-2024
(Buyer) DATE .....

Address for Service..... Tel.No. (.....)
Seller's Lawyer KHANEJA LAW OFFICE Buyer's Lawyer RAJAN LAW OFFICE
Address..... Address.....
Email INFO@KHANEJALAW.CA Email INFO@RAJANLAW.CA
(Tel.No. 905-565-1714) (Tel.No. 905-565-1715) (Tel.No. 647-417-3600) (Tel.No. 647-417-3601)
(FAX No. ....) (FAX No. ....) (FAX No. ....) (FAX No. ....)

**FOR OFFICE USE ONLY** **COMMISSION TRUST AGREEMENT**
To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, 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 of Purchase and Sale. Acknowledged by:
*[Signature]* *[Signature]*
(Authorized to bind the Listing Brokerage) (Authorized to bind the Co-operating Brokerage)

# Schedule A Agreement of Purchase and Sale – Commercial

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

**BUYER,** SAM BHULLAR, IN TRUST ....., and

**SELLER,** 2780785 ONTARIO INC. ....

for the purchase and sale of 13760 TRAFALGAR RD, HALTON HILLS ON L7G 4S4 .....

dated the 15 day of JANUARY, 2024 .....

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

Upon acceptance of this offer, the buyer has to provide the Deposit of Fifty Thousand Dollars (\$50,000.00) in favor of Khaneja Law Office In Trust. Further Buyer authorizes the Khaneja Law Office, to release portion of these funds to bring the outstanding property taxes up to date. In any case, this transaction is not completed, this deposit is non-refundable.

The Buyer are using their own funds for closing of this transaction. The buyer is in process of relationship switch to Royal Bank of Canada and expects his funds to be received at Royal Bank of Canada by January 26, 2024. In case her funds not cleared, by January 26, they have option to extend this closing upon providing the satisfactory documents/ letter from Royal Bank of Canada for Seller's Solicitor and Current Mortgage holder's Solicitors.

This Offer is on as-is basis and buyer is responsible to assume the current tenants.

Seller agrees to allow the Buyer to view the said property two more times before the date of closing providing notice has been given to the Seller 24 (twenty four) hours in advance of such visit.

The Buyer shall have the right at any time prior to closing, to assign the within Offer to any person, persons or corporation, either existing or to be incorporated, and upon delivery to the Seller of notice of such assignment, together with the assignee's covenant in favour of the Seller to be bound hereby as Buyer, the Buyer herein before named shall not be released from all further liability hereunder before the closing of this transaction.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

**INITIALS OF BUYER(S):**

**INITIALS OF SELLER(S):**



# **EXHIBIT B**

This is Exhibit "B" referred to in the Affidavit of Shamsheer Bhullar affirmed February 29, 2024.

A handwritten signature in black ink, appearing to read "Craig Aitken". The signature is written in a cursive, flowing style.

---

*Commissioner for Taking Affidavits (or as may be)*

**CRAIG AITKEN**



# Amendment to Agreement of Purchase and Sale

Form 120  
for use in the Province of Ontario

**BETWEEN BUYER:** SAM BHULLAR, IN TRUST

**AND SELLER:** 2780785 ONTARIO INC.

**RE:** Agreement of Purchase and Sale between the Seller and Buyer, dated the 15 day of January, 2024

concerning the property known as 13760 TRAFALGAR RD, HALTON HILLS, ON L7G 4S4

as more particularly described in the aforementioned Agreement.

**The Buyer(s) and Seller(s) herein agree to the following Amendments to the aforementioned Agreement:**

Insert/Delete:

DELETE:

Buyer : SAM BHULLAR, IN TRUST  
Closing Date: January 31, 2024  
Title Search Date: January 25, 2024

Schedule A:

The Buyer are using their own funds for closing of this transaction. The buyer is in process of relationship switch to Royal Bank of Canada and expects his funds to be received at Royal Bank of Canada by January 26, 2024. In case her funds not cleared, by January 26, they have option to extend this closing upon providing the satisfactory documents/ letter from Royal Bank of Canada for Seller's Solicitor and Current Mortgage holder's Solicitors.

INSERT:

Buyer : BALJIT KAUR SANDHU  
Closing Date: April 10, 2024  
Title Search Date: April 04, 2024

Schedule A:

The Buyer confirms that :

1. Buyer is using her own funds for closing of this transaction.
2. Buyer has sufficient investments ( Over 33 Millions) at Royal Bank of Canada (RBC), but she was unable to use on January 31, 2024 ( Original Closing) and unable to use currently, as those funds are restricted by CRA.
3. Buyer has settled her case with CRA and as per discussion between her Tax Lawyer & CRA Lawyer her file will be closed by March 05, 2024 and subsequently she will be able to use her funds by April 08, 2024. ( 30 days after file closing) .
4. After her CRA file closing on March 05, 2024, Buyer's Tax Lawyer will be providing official confirmation of date of release, which Buyer will provide to Seller, Seller's Lawyers & Sellers's Lender Lawyers, by March 09, 2024.
5. The buyer has option to extend the closing, if the expected paid-out date by her Tax Lawyer, differs from April 08, 2024.

**IRREVOCABILITY:** This Offer to Amend the Agreement shall be irrevocable by Buyer until 5 p.m. on the 28 day of February, 2024, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

INITIALS OF BUYER(S): DS DS  
INITIALS OF SELLER(S):

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser, tenant, and lessee, and "Seller" includes vendor, landlord, and lessor, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:
(Witness) [Signature] DATE 2/27/2024
[Signature] (Seal) DATE
(Witness) [Signature] (Buyer/Seller) (Seal) DATE

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:
(Witness) [Signature] DATE 2/27/2024
[Signature] (Seal) DATE
(Witness) [Signature] (Buyer/Seller) (Seal) DATE

The Undersigned Spouse of the Seller hereby consents to the Amendments hereinbefore set out.
(Witness) [Signature] (Spouse) (Seal) DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Amendment to Agreement with all changes both typed and written was finally accepted by all parties at 8:25 a.m./p.m. this 27 day of February, 2024.
[Signature]
(Signature of Seller or Buyer)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Agent to forward a copy to my lawyer.
[Signature] DATE 2/27/2024
(Seller)
[Signature] DATE
Address for Service
Tel.No.
Seller's Lawyer KHANEJA LAW OFFICE
Address INFO@KHANEJALAW.CA
905-565-1714 905-565-1715
Tel.No. FAX No.

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Agent to forward a copy to my lawyer.
[Signature] DATE 2/27/2024
(Buyer)
[Signature] DATE 2/27/2024
3895E5EC034546E...
Address for Service
Tel.No.
Buyer's Lawyer RAJAN LAW OFFICE
Address INFO@RAJANLAW.CA
647-417-3600 647-417-3601
Tel.No. FAX No.

# **EXHIBIT C**

This is Exhibit "C" referred to in the Affidavit of Shamsheer Bhullar affirmed February 29, 2024.

A handwritten signature in black ink, appearing to read "Craig Aitken". The signature is written in a cursive, flowing style.

---

*Commissioner for Taking Affidavits (or as may be)*

**CRAIG AITKEN**

If you no longer wish to receive these emails please contact: [confirmation@sabre.com](mailto:confirmation@sabre.com).

**08 MAR 2024 ▶ 08 MAR 2024 TRIP TO TORONTO ON, CANADA**

PREPARED FOR  
**SANDHU/BALJIT KAUR MRS**  
**SANDHU/JOBINDEEP SINGH MR**  
**SANDHU/JASMEET K MS**



**MANN TRAVEL & TOURS**  
499 Raylawson Blvd. Brampton, ON.  
L6Y4E6  
905-595-1700  
TRAVEL CONSULTANT AM

RESERVATION CODE MSJNFQ



**DEPARTURE: FRIDAY 08 MAR** Please verify flight times prior to departure

<b>YY</b> <b>YY 0043</b> Cabin: Business Status: Confirmed	<b>DEL</b> DELHI, INDIA	▶ <b>YYZ</b> TORONTO ON, CANADA	Distance (in Miles): 7229
	Departing At: <b>11:15pm</b> Terminal: Not Available	Arriving At: <b>5:30am</b> Terminal: Not Available	

Passenger Name:

- » SANDHU/BALJIT KAUR MRS
- » SANDHU/JOBINDEEP SINGH MR
- » SANDHU/JASMEET K MS

Seats:

- Check-In Required
- Check-In Required
- Check-In Required

**MANN TRAVEL & TOURS**  
499 Raylawson Blvd. Brampton, ON.  
L6Y4E6  
905-595-1700

TRAVEL CONSULTANT AM

# **EXHIBIT D**



This is Exhibit "D" referred to in the Affidavit of Shamsheer Bhullar affirmed February 29, 2024.

A handwritten signature in black ink, appearing to read "Craig Aitken". The signature is written in a cursive, flowing style.

---

*Commissioner for Taking Affidavits (or as may be)*

**CRAIG AITKEN**



# AASARA LAWYERS

## PROFESSIONAL CORPORATION

490 Bramalea Road Unit 502  
Brampton, ON  
L6T 0G1

Ph:905-456-2020  
Fax:905-456-2025  
Email: [info@aasaralawyers.ca](mailto:info@aasaralawyers.ca)

February 28, 2023

Vijay Khaneja  
Barrister & Solicitor  
1315 Derry Road East, Unit 3,  
Mississauga, ON L5T 1B6

Dear Sir

**RE:** 2794395 ONTARIO CORP. Third mortgage loan to 2780785 ONTARIO INC on Property:  
13760 Trafalgar Road, Halton Hills (PIN: 25007-0188 LT)  
Our File No.: 501823

and

2794963 Ontario Inc. and Grewal, Kamaljit Kaur second mortgage loan to 2780785 ONTARIO  
INC on Property: 13760 Trafalgar Road, Halton Hills (PIN: 25007-0188 LT)  
Our File No.: 44022D


---

As per our discussion, our clients confirm that at this stage they will cooperate with the borrowers and allow them the time till April 10, 2024, to close their sale transaction. Please find enclosed our payout statements for both the mortgages which are in the 2nd and 3<sup>rd</sup> position.

If at any time before the above date your office receives information that the sale is not going ahead, please kindly let us know.

We would appreciate it if you can please update us after approximately two weeks regarding the advancement in the sale transaction.

Aasara Lawyers Professional Corporation

  
Amandeep Kapila  
AK:no

# **EXHIBIT E**

This is Exhibit "E" referred to in the Affidavit of Shamsheer Bhullar affirmed February 29, 2024.

A handwritten signature in cursive script, appearing to read "Craig Aitken".

---

*Commissioner for Taking Affidavits (or as may be)*

**CRAIG AITKEN**

## DISCHARGE STATEMENT

<b>FROM:</b> 2794963 ONTARIO INC. GREWAL, KAMALJIT KAUR	<b>Lender:</b> 2794963 ONTARIO INC. GREWAL, KAMALJIT KAUR
<b>REQUESTED BY:</b>  <b>BORROWER SOLICITOR:</b>  Vijay Khaneja Barrister & Solicitor Khaneja Law	<b>BORROWER NAME AND PROPERTY:</b>  <b>Chargors:</b> 2780785 ONTARIO INC. <b>Property:</b> 13760 TRAFALGAR ROAD HALTON HILLS PIN 25007 – 0188 LT  <b>Instrument#: HR1765592</b> <b>Registered on 2021 02 10 at LRO#: 20</b>  <b>Collateral Property:</b> 7625 MIDDLESHIRE DRIVE MISSISSAUGA PIN: 13252 – 0342 LT  <b>Instrument#: PR3788996</b> <b>Registered on 2021 02 25 at LRO#: 43</b>
<b>IMPORTANT NOTICE:</b>  1. This statement is valid until 10th April 2024;	Principal amount: \$ 800,000.00 O/S  1 months Interest \$ 8,000.00 (Feb 2024)  Legal & Discharge Fees \$ 7,500.00  Statement Fee \$ 500.00  H.S.T on Legal fees \$ 975.00  Registration fees \$ 166.22  <hr/> <b>TOTAL: \$ 817,141.22</b> <b>E.&amp;O.E.</b>

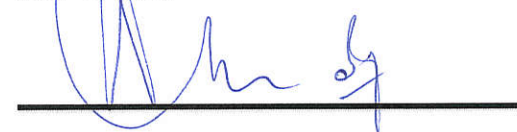
Dated 28<sup>th</sup> Feb 2024

This Statement is directed by our client 2794963 Ontario Inc. & Kamaljit Kaur Grewal for the discharge of charge purposes only.

**Aasara Lawyers Professional Corp.**

Solicitor for 2794963 Ontario Inc. & Kamaljit

Kaur Grewal



**Amandeep Kapila**

Barrister & Solicitor

## DISCHARGE STATEMENT

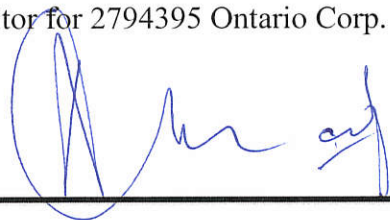
<b>FROM:</b> 2794395 ONTARIO CORP.	<b>Lender:</b> 2794395 ONTARIO CORP.
<b>REQUESTED BY:</b>  <b>BORROWER SOLICITOR:</b>  Vijay Khaneja Barrister & Solicitor Khaneja Law	<b>BORROWER NAME AND PROPERTY:</b>  <b>Chargors:</b> 2780785 ONTARIO INC. <b>Property:</b> 13760 TRAFALGAR ROAD HALTON HILLS PIN 25007 – 0188 LT <b>Instruments#: HR1948574</b> <b>Registered on 2023 02 09 at LRO: 20</b>
<b>IMPORTANT NOTICE:</b>  1. This statement is valid until 10 <sup>th</sup> April 2024;	Principal amount: \$ 600,000.00 O/S  1 months Interest \$ 7,500.00 (April 2024)  Legal & Discharge Fees \$ 5,000.00  Statement Fee \$ 500.00  H.S.T on Legal fees \$ 650  Registration fees \$ 83.11  <hr/> <b>TOTAL: \$ 613,733.11</b> <b>E.&amp;O.E.</b>

Dated 28<sup>th</sup> Feb 2024

This Statement is directed by our client 2794395 Ontario Corp. for the discharge of charge purposes only.

**Aasara Lawyers Professional Corp.**

Solicitor for 2794395 Ontario Corp.



**Amandeep Kapila**

Barrister & Solicitor

**ROYAL BANK OF CANADA** - and - **SARDARA TRANSPORT  
INC. et al.**  
Applicant Respondents

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Proceeding Commenced at TORONTO

**AFFIDAVIT OF SHAMSER BHULLAR  
(AFFIRMED FEBRUARY 29, 2024)**

**MILOSEVIC & ASSOCIATES**  
116 Simcoe Street, Suite 301  
Toronto ON M5H 4E2

**David Milosevic LSO# 51094W**  
[dm@mflitigation.com](mailto:dm@mflitigation.com)

**Craig Aitken LSO# 81110F**  
[ca@mflitigation.com](mailto:ca@mflitigation.com)

Tel: 416-916-1387

Lawyers for the Respondents