

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

**BANK OF MONTREAL**

Applicant

- and -

**11977636 CANADA INC.**

Respondent

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

**AFFIDAVIT OF ANTOINETTE DEPINTO**

(sworn June 3, 2025)


**I, ANTOINETTE DEPINTO**, of the City of Vaughan, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am a legal assistant with the law firm of Chaitons LLP (“**Chaitons**”), lawyers for the court-appointed receiver, msi Spergel Inc. (the “**Receiver**”), and as such have knowledge of the matters to which I hereinafter depose.
2. Attached hereto as **Exhibit “A”** is a copy of email correspondence from the Receiver to 11977636 Canada Inc. dated February 13, 2025 and February 21, 2025.

3. Attached hereto as **Exhibit "B"** is a copy of email correspondence between counsel for the Receiver and counsel for 11977636 Canada Inc. between March 20, 2025 and April 10, 2025.

4. Attached hereto as **Exhibit "C"** is a copy of a letter from counsel for 11977636 Canada Inc. to counsel for the Receiver dated April 1, 2025.

SWORN before me by Antoinette DePinto )  
of the City of Vaughan, Province of )  
Ontario, this 3<sup>rd</sup> day of June, 2025 )

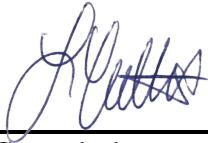
  
\_\_\_\_\_

A Commissioner for Taking Affidavits, etc.  
Laura Culleton

  
\_\_\_\_\_

Antoinette DePinto

**THIS IS EXHIBIT "A" TO  
THE AFFIDAVIT OF ANTOINETTE DEPINTO  
SWORN BEFORE ME THIS 3<sup>RD</sup>  
DAY OF JUNE, 2025**

A handwritten signature in blue ink, appearing to be "J. P. ...", is written over a horizontal line.

*A Commissioner etc.*

**Laura Culleton**

---

[REDACTED]

CAUTION: [External]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]



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**From:** fahd chaudhary <fahdalichaudhary@gmail.com>

**Sent:** Friday, February 21, 2025 3:01 PM

**To:** Evan McCullagh <EMcCullagh@spergel.ca>

**Cc:** Trevor Pringle <tpringle@spergel.ca>; Dharam Tiwana <dtiwana@spergel.ca>

**Subject:** Re: FW: In the matter of the Receivership of 11977636 Canada Inc. - 652 Parkdale Avenue North, Hamilton & 5641 Nauvoo Road, Watford, ON

Hey Evan,

My lawyer is Amarnath misir as of now not Saad Suliman. If you need anything regarding 11977636 Canada inc, 652 parkdale, and 5641 nauvoo rd plz contact Amarnath misir from AVM law office.

On Wed, Feb 19, 2025 at 1:27 PM Evan McCullagh <[EMcCullagh@spergel.ca](mailto:EMcCullagh@spergel.ca)> wrote:

Fahd,

We are following up on the below information request. In addition, please provide the following additional details concerning the Hamilton property:

- How long has the Hamilton Property been listed for?
- How many offers were received?
- If additional offers were received, what was the purchase price and deposit amount for those offers?
- If additional offers were received, why was the purchaser selected?
- What is your relationship with the purchaser if any?
- What negotiations took place for the Hamilton property?
- Was an independent broker used?

Thank you,

**Evan McCullagh | Senior Estate Manager**

msi Spergel inc. | Licensed Insolvency Trustees  
21 King Street West, Suite 1602, Hamilton, ON., L8P 4W7  
T: (905) 527-2227 | F: 905-527-6670  
[EMcCullagh@spergel.ca](mailto:EMcCullagh@spergel.ca) | [www.spergel.ca](http://www.spergel.ca)



You owe it to **yourself**.



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---

**From:** Evan McCullagh

**Sent:** Thursday, February 13, 2025 11:34 AM

**To:** fahd chaudhary <[fahdalichaudhary@gmail.com](mailto:fahdalichaudhary@gmail.com)>

**Cc:** Trevor Pringle <[TPringle@spergel.ca](mailto:TPringle@spergel.ca)>; Dharam Tiwana <[dtiwana@spergel.ca](mailto:dtiwana@spergel.ca)>

**Subject:** In the matter of the Receivership of 11977636 Canada Inc. - 652 Parkdale Avenue North, Hamilton & 5641 Nauvoo Road, Watford, ON

Fahd,

As you are aware, msi Spergel inc. ("**Spergel**") was appointed as Receiver (in such capacity, the "**Receiver**") of all the assets, undertakings and properties (collectively, the "**Properties**") of the Debtor. Spergel was appointed as the Receiver pursuant to the Order of the Honourable Justice Valente of the Ontario Superior Court of Justice (the "**Court**") made on February 11, 2025 (the "**Appointment Order**"). A copy of the Appointment Order was provided to you and is also enclosed.

The attached Appointment Order puts an obligation on you to cooperate with the Receiver's mandate, we request that you provide the following documentation for the above properties as soon as possible:

- Current Insurance policies.
- Accounts Payable listing with contact information.
- Accounts Receivable listing with contact information.
- Most recent rent rolls with tenant contact information.
- Copies of signed leases.
- Copies of utilities and maintenance contracts (i.e. garbage, snow removal et al);
- 11977636 Canada Inc. bank statements and most recent financials.
- Property tax statements.
- Property Survey, floor plans, et al.
- Most recent Environmental on the properties.
- The prospective purchaser for 652 Parkdale's info and Lawyer's information.

This list isn't exhaustive, and we may require additional information.

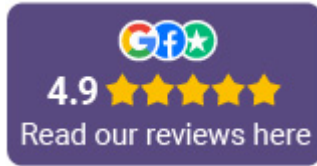
Thank you for your anticipated cooperation,

**Evan McCullagh | Senior Estate Manager**

msi Spergel inc. | Licensed Insolvency Trustees  
21 King Street West, Suite 1602, Hamilton, ON., L8P 4W7  
T: (905) 527-2227 | F: 905-527-6670  
[EMcCullagh@spergel.ca](mailto:EMcCullagh@spergel.ca) | [www.spergel.ca](http://www.spergel.ca)



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**LET'S BE FRANK - TEAM ROD FRANK**

**FAHD CHAUDHARY - SALES REPRESENTATIVE**

O.905-575-9262

C. 289-925-4137

1595 UPPER JAMES STREET, STE 101, HAMILTON, ON L9B 0H7  
REMAX/ESCARPMENT FRANK REALTY, BROKERAGE.  
INDEPENDENTLY OWNED AND OPERATED.

[teamrodfrank.com](http://teamrodfrank.com)

**THIS IS EXHIBIT “B” TO  
THE AFFIDAVIT OF ANTOINETTE DEPINTO  
SWORN BEFORE ME THIS 3<sup>RD</sup>  
DAY OF JUNE, 2025**

A handwritten signature in blue ink, appearing to be "J. Galt", is written over a horizontal line.

*A Commissioner etc.*



## Laura Culleton

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**From:** Amarnath Misir <avmlawoffice@yahoo.ca>  
**Sent:** Thursday, April 10, 2025 12:26 PM  
**To:** Laura Culleton  
**Subject:** Re: Bank of Montreal v. 11977636 Canada Inc.; Court File No. CV-24-00088321-0000

CAUTION: [External]

Good afternoon Laura,

I acknowledge receipt of your response to my request to complete a transaction that was already in progress prior to the making of the receiving order by the motion's judge.

Your reply is clear that your client has no desire or intention to provide such consent. I wish to advise you that no steps have been or are being taken by my client to market the property.

I have requested that my client provide the documents required by you and I am awaiting their production. You will have them as soon as I am in possession of them.

You have a copy of the Agreement of the Purchase and Sale of the 652 Parkdale Ave. N. Property even prior to the hearing of the motion. I have provided you with the buyer's lawyer's information in addition thereto. It is not clear to me what further information you require on this subject.

Reference to our Application for Leave to the Court of Appeal, I will advise as soon as we are in receipt of the file number.

Kind regards

**Amarnath V. Misir**  
Barrister and Solicitor, Notary Public  
[AVM LAW OFFICE](#)  
33 Elm Drive West  
Suite 2510, Mississauga  
ON L5B 4M2

On Thursday, April 10, 2025 at 11:35:18 a.m. EDT, Laura Culleton <laurac@chaitons.com> wrote:

Hi Amarnath,

I have had an opportunity to review your letter.

It is important that we obtain the documents requested as soon as possible. As it currently stands, your client is offside the Appointment Order requiring the documents and information to be produced to the Receiver. If we do not receive the documents shortly, we will consider obtaining additional remedies from the Court.

We have requested that the bank provide an updated payout statement.

Your client has no authority to continue to market and attempt to sell the property. I request that this activity cease immediately as it risks jeopardizing the Receiver's sale process and may confuse the market. We have never received a complete response to our inquiries about this interested party. Further, if this interested party remains interested in the property, the proper route is for them to participate in the Receiver's sale process. I will be reaching out to the lawyer for this interested party and advising them that your client has no authority to sell this property. If your client continues to hold itself out as being able to do so, we may be required to seek additional remedies against your client.

Best,

---

**Laura Culleton** | Lawyer  
**Chaitons LLP** | T: 416.218.1128

---

**From:** Laura Culleton <LauraC@chaitons.com>  
**Sent:** Tuesday, April 8, 2025 10:35 AM  
**To:** Amarnath Misir <avmlawoffice@yahoo.ca>  
**Subject:** RE: Bank of Montreal v. 11977636 Canada Inc.; Court File No. CV-24-00088321-0000

Hi Amarnath,

As you are aware, I have been away on bereavement.

I am currently working through my work backlog and will respond to your letters as soon as I am able.

Best,

---

**Laura Culleton** | Lawyer  
**Chaitons LLP** | T: 416.218.1128

---

**From:** Amarnath Misir <[avmlawoffice@yahoo.ca](mailto:avmlawoffice@yahoo.ca)>  
**Sent:** Tuesday, April 8, 2025 10:33 AM  
**To:** Laura Culleton <[LauraC@chaitons.com](mailto:LauraC@chaitons.com)>  
**Subject:** Re: Bank of Montreal v. 11977636 Canada Inc.; Court File No. CV-24-00088321-0000

**CAUTION:** [External]

Dear Laura,

Further to our email below, we appreciate it if you could provide us with a reply with respect to the request for the completion of the transaction.

Kind regards

Ruba A. for:

Amarnath V. Misir  
Barrister and Solicitor, Notary Public  
**AVM LAW OFFICE**  
33 Elm Drive West  
Suite 2510, Mississauga  
ON L5B 4M2

On Friday, April 4, 2025 at 04:24:40 p.m. EDT, Amarnath Misir <[avmlawoffice@yahoo.ca](mailto:avmlawoffice@yahoo.ca)> wrote:

Dear Laura,

Further to my letter of April 1, 2025, attached hereto the environmental report for the Watford property which my client has provided. I trust that you have had the opportunity to give consideration to my request to our client completeing the 652 Parkdale North transaction with the view to paying off the amount owing to BMO.

Your prompt reply is appreciated.

Kind regards

**Amarnath V. Misir**  
Barrister and Solicitor, Notary Public  
**AVM LAW OFFICE**  
33 Elm Drive West  
Suite 2510, Mississauga  
ON L5B 4M2

On Tuesday, April 1, 2025 at 02:01:53 p.m. EDT, Amarnath Misir <[avmlawoffice@yahoo.ca](mailto:avmlawoffice@yahoo.ca)> wrote:

Good afternoon,

Please see attached the Request Letter with respect to the above noted matter.

Kind regards

Ruba A. for:

Amarnath V. Misir  
Barrister and Solicitor, Notary Public  
[AVM LAW OFFICE](#)  
33 Elm Drive West  
Suite 2510, Mississauga  
ON L5B 4M2

On Friday, March 21, 2025 at 05:19:31 p.m. EDT, Laura Culleton <[aurac@chaitons.com](mailto:aurac@chaitons.com)> wrote:

Thank you, Amarnath, have a nice weekend.

Sent from iPhone

---

**Laura Culleton** | **Lawyer**  
**Chaitons LLP** | **T: 416.218.1128**

---

**From:** Amarnath Misir <[avmlawoffice@yahoo.ca](mailto:avmlawoffice@yahoo.ca)>  
**Sent:** Friday, March 21, 2025 5:15 PM  
**To:** Saad Suleman <[ssuleman@sulemanlaw.com](mailto:ssuleman@sulemanlaw.com)>; Laura Culleton <[LauraC@chaitons.com](mailto:LauraC@chaitons.com)>  
**Cc:** fahd chaudhary <[fahdalichaudhary@gmail.com](mailto:fahdalichaudhary@gmail.com)>  
**Subject:** Re: Bank of Montreal v. 11977636 Canada Inc.; Court File No. CV-24-00088321-0000

CAUTION: [External]

Hello Laura,

Yes, I am retained to represent the client on the Appeal of the motion Judge's Order appointing the receiver. I will forward your request for the documents listed to my client and respond to you early next week.

Kind regards

**Amarnath V. Misir**  
Barrister and Solicitor, Notary Public  
**AVM LAW OFFICE**  
33 Elm Drive West  
Suite 2510, Mississauga  
ON L5B 4M2

On Thursday, March 20, 2025 at 04:09:48 p.m. EDT, Laura Culleton <[laurac@chaitons.com](mailto:laurac@chaitons.com)> wrote:

Hi Saad,

Thank you for letting me know.

Amarnath – could you please advise whether you are still retained and act for 11977636 Canada Inc.?

Best,

---

**Laura Culleton | Lawyer**  
**Chaitons LLP | T: 416.218.1128**

---

**From:** Saad Suleman <[ssuleman@sulemanlaw.com](mailto:ssuleman@sulemanlaw.com)>  
**Sent:** Thursday, March 20, 2025 4:07 PM

**To:** Laura Culleton <[LauraC@chaitons.com](mailto:LauraC@chaitons.com)>; Amarnath Misir <[avmlawoffice@yahoo.ca](mailto:avmlawoffice@yahoo.ca)>  
**Cc:** fahd chaudhary <[fahdalichaudhary@gmail.com](mailto:fahdalichaudhary@gmail.com)>  
**Subject:** RE: Bank of Montreal v. 11977636 Canada Inc.; Court File No. CV-24-00088321-0000

CAUTION: [External]

We are not retained any further on this matter, we are copying the client directly

Regards,



**SULEMAN LAW**  
PROFESSIONAL CORPORATION

Saad Suleman

Barrister, Solicitor & Notary Public

Suleman Law Professional Corporation

100 Matheson Blvd E, #101

Mississauga, ON L4Z 2G7

Tel: 905-604-8828

Fax: 905-901-1751

Cell: 416-522-3196

Email: [ssuleman@sulemanlaw.com](mailto:ssuleman@sulemanlaw.com)

<https://sulemanlaw.com/>

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---

**From:** Laura Culleton <[LauraC@chaitons.com](mailto:LauraC@chaitons.com)>

**Sent:** March 20, 2025 4:05 PM

**To:** Saad Suleman <[ssuleman@sulemanlaw.com](mailto:ssuleman@sulemanlaw.com)>; Amarnath Misir <[avmlawoffice@yahoo.ca](mailto:avmlawoffice@yahoo.ca)>

**Subject:** Bank of Montreal v. 11977636 Canada Inc.; Court File No. CV-24-00088321-0000

Good afternoon counsel,

I understand the Receiver has reached out to Mr. Chaudhary to request certain information, including the books and records of 11977636 Canada Inc. (the "Debtor"), but has not received a response.

The Order of Justice Valente dated February 11, 2025 requires all persons to give the Receiver access to information, books and records of any kind related to the business or assets of the Debtor.

On that basis, I kindly request that you deliver your client's responses to the Receiver's information and document requests as follows:

- Please provide all current insurance policies.
- Please provide all accounts payable listings with contact information.
- Please provide all accounts receivable listings with contact information.
- Please provide the most recent rent rolls with tenant contact information.
- Please provide copies of any/all signed leases.
- Please provide copies of all utilities and maintenance contracts (i.e. garbage, snow removal etc.).
- Please provide bank statements for the years 2023 and 2024.
- Please provide copies of the 2023 and 2024 financial statements for 11977636 Canada Inc.
- Please provide all property tax statements.
- Please provide all property surveys, floor plans, etc.
- Please provide the most recent environmental assessment or study on the properties.
- Please provide the contact information for the prospective purchaser for 652 Parkdale and their lawyer's contact information.

Best,





**Laura Culleton | Lawyer**

**T: 416.218.1128 E: [LauraC@chaitons.com](mailto:LauraC@chaitons.com)**

**5000 Yonge St, 10th Floor, Toronto, ON, M2N 7E9**

**[chaitons.com](http://chaitons.com)**

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SWORN BEFORE ME THIS 3<sup>RD</sup>  
DAY OF JUNE, 2025**

A handwritten signature in blue ink, appearing to be "R. L. Santos", is written above a horizontal line.

---

*A Commissioner etc.*

# AVM LAW OFFICE

AMARNATH V. MISIR  
BARRISTER & SOLICITOR, NOTARY PUBLIC

33 Elm Drive West, Suite 2510, Mississauga, Ontario L5B 4M2  
Tel: (416) 837-3770 Fax: (905) 291-7237 Email: avmlawoffice@yahoo.ca

---

April 1<sup>st</sup>, 2025

**VIA EMILE: laurac@chaitons.com**

Chaitons LLP  
500 Young Street  
10<sup>th</sup> Floor  
Toronto, ON M2N 7E9

**Attention: Ms. Laura Culleton.**

Dear Ms. Culleton,

Re: 11977636 Canada Inc. ats Bank of Montreal  
CV-24-00088321-000  
Response to Receiver's Documents Demand List

---

Further to your email request of March 21, 2025, please be advised that our client will provide same at the earliest. They are working to obtain the majority of documents requested.

Please find attached hereto the following as it relates to 652 Parkdale Ave. Hamilton:

- 1- APS Exhibit "A" to Respondent's Affidavit;
- 2- Waiver of condition on financing (Exhibit "B");
- 3- Amendments to APS re extension of closing date;
- 4- Amendments to APS re extension of closing date;
- 5- Copy of tax statement. The arrears and interim instalments shown on the statement remain unpaid; and
- 6- Purchaser's lawyer information.

I will do my best to provide the remaining documents requested by April 11, 2025.

On another note, would you be able to provide me with an updated statement of what is owing to the Bank of Montreal including additional legal and other expenses.

My client is interested in discharging the debt owing to the Bank of Montreal. They have an agreement for the purchase of 652 Parkdale Ave property. which is and has always been a bona fide transaction. My client is willing to complete the sale of this property and use the funds to pay off the debt in full. my client has commitment to fund the Watford property and will be in a position to discharge the loan.

my client is aware of the structures in the order appointing the receiver and intend to abide and respect them. However, the goal in the present situation is to pay the bank its due debt and clear the additional expenses. This can be done with the cooperation yourselves and your client within this month.

Please advise if we can count on your cooperation in the circumstances.

look forward to your prompt reply hereto.

Yours very truly

**AVM Law Office**

*Amarnath V. Misir*

Amarnath V. Misir  
Barrister & Solicitor  
AVM: a.m



Amendment to Agreement of Purchase and Sale - Commercial

Form 570  
for use in the Province of Ontario

BETWEEN:  
BUYER: 16582729 CANADA INC.  
AND  
SELLER: 11977636 CANADA INC.

RE: Agreement of Purchase and Sale - Commercial (Agreement) between the Seller and Buyer, dated the 9 day of November, 2024,  
concerning the property known as 652 Parkdale Ave N Hamilton L8H5Z4  
Hamilton as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:  
Delete

COMPLETION DATE: This Agreement shall be completed by no later than 6.00 p.m. on the 31 day of March, 2025.

Insert

COMPLETION DATE: This Agreement shall be completed by no later than 6.00 p.m. on the 7th day of April, 2025.

INITIALS OF BUYER(S):

Initial  
IS

INITIALS OF SELLER(S):

Initial  
TCN

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**IRREVOCABILITY:** This Offer to Amend the Agreement shall be irrevocable by Buyer until 11.00 (a.m./p.m.) on the 01 day of April, 2025, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor. 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) \_\_\_\_\_ (Buyer/Seller/Authorized Signing Officer) Tahira Chaudhary / Mr (Seal) (Date)

(Witness) \_\_\_\_\_ (Buyer/Seller/Authorized Signing Officer) \_\_\_\_\_ (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) \_\_\_\_\_ (Buyer/Seller/Authorized Signing Officer) Shoaib Imran 3/31/2025 (Seal) (Date)

(Witness) \_\_\_\_\_ (Buyer/Seller/Authorized Signing Officer) \_\_\_\_\_ (Seal) (Date)

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

(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 4/1/2025 this 01 day of April, 2025.

(Signature of Seller or Buyer) Tahira Chaudhary / Mr

#### ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize Tahira Chaudhary / Mr to forward a copy to my lawyer.

(Signature of Seller or Buyer) Tahira Chaudhary / Mr

(Date) \_\_\_\_\_

(Buyer/Seller/Authorized Signing Officer) \_\_\_\_\_

(Date) \_\_\_\_\_

Address for Service \_\_\_\_\_

(Tel. No.) \_\_\_\_\_

Seller's Lawyer \_\_\_\_\_

Address \_\_\_\_\_

(Fax) \_\_\_\_\_

(Tel. No.) \_\_\_\_\_ (Fax No.) \_\_\_\_\_

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize Shoaib Imran to forward a copy to my lawyer.

(Signature of Seller or Buyer) Shoaib Imran 3/31/2025

(Date) \_\_\_\_\_

(Buyer/Seller/Authorized Signing Officer) \_\_\_\_\_

(Date) \_\_\_\_\_

Address for Service \_\_\_\_\_

(Tel. No.) \_\_\_\_\_

Buyer's Lawyer \_\_\_\_\_

Address \_\_\_\_\_

(Fax) \_\_\_\_\_

(Tel. No.) \_\_\_\_\_ (Fax No.) \_\_\_\_\_

This is Exhibit "A"  
referred to in the affidavit of  
**TAIBAH CHAUDHARY**  
sworn before me  
this 10<sup>th</sup> day of February 2025.

DocuSigned by:

*Saad Suloman*

5A82D3CD56324D7

A COMMISSIONER, ETC.

**Agreement of Purchase and Sale  
Commercial****Form 500**

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 9 day of November, 2024**BUYER:** Shoaib Imran in Trust, agrees to purchase from  
(Full legal names of all Buyers)**SELLER:** 11977636 CANADA INC., the following  
(Full legal names of all Sellers)**REAL PROPERTY:**Address 652 Parkdale Ave N Hamilton L8H5Z4fronting on the west side of Parkdale Ave Nin the City of Hamiltonand having a frontage of 60 more or less by a depth of 275 more or less

and legally described as

Pt Lt 32, Con Broken Font Saltfleet, As in Vm 116

(the "property")

(Legal description of land including easements not described elsewhere)

**PURCHASE PRICE:** Dollars (CDN\$) 1,760,000.00One Million Seven Hundred Sixty Thousand Dollars**DEPOSIT:** Buyer submits upon acceptance  
(Herewith/Upon Acceptance/as otherwise described in this Agreement)Fifty Thousand Dollars (CDN\$) 50,000.00by negotiable cheque payable to Remax Real Estate Centre Inc. Brokerage "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 Buyer until 11.00 on  
(Seller/Buyer) (a.m./p.m.) Xthe 11 day of November, 2024, 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 28 day ofFebruary, 2025. 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):



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Electronically filed / Déposé par voie électronique : 10-Feb-2025  
Hamilton Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-24-00088321-0000

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. **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 where the Brokerage represents both the Seller and the Buyer (multiple representation) or where the Buyer or the Seller is a self-represented party.** 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.: ..... **9052700086** .....  
(For delivery of Documents to Seller)

FAX No.: ..... **9052700086** .....  
(For delivery of Documents to Buyer)

Email Address: ..... **remaxtariq@yahoo.com** .....  
(For delivery of Documents to Seller)

Email Address: ..... **remaxtariq@yahoo.com** .....  
(For delivery of Documents to Buyer)

**4. CHATELS INCLUDED:**

Heating and cooling unit in front unit #1 and heating unit in back unit #2.

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:**

none.

- 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:  
none.

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.

INITIALS OF BUYER(S):

Initial  
IS

INITIALS OF SELLER(S):

Initial  
TC



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(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 (.....**Industrial**.....) 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.

**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 telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication 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 Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party 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.

INITIALS OF BUYER(S):

Initial  
IS

INITIALS OF SELLER(S):

Initial  
TC



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of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.

- 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:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;  
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the 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.
- 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 Lynx high value payment system as set out and prescribed by the *Canadian Payments Act* (R.S.C., 1985, c. C-21), as amended from time to time.
- 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 the spouse of the Seller 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 urea formaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. 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. ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act*, 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
- 28. 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):

Initial  
IS

INITIALS OF SELLER(S):

Initial  
TC



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Electronically filed / Déposé par voie électronique : 10-Feb-2025  
Hamilton Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-24-00088321-0000

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Buyer/Authorized Signing Officer)

Signed by:

Imran Shoaib

11/9/2024

(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)

Signed by:

Taibah Choudhary

11/10/2024

(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 to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

(Date)

**CONFIRMATION OF ACCEPTANCE:** Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this (a.m./p.m.) this 11/10/2024, 20.

Signed by:

Taibah Choudhary

(Signature of Seller)

#### INFORMATION ON BROKERAGE(S)

Listing Brokerage **Remax Real Estate Centre Inc. Brokerage** 905-270-2000

(Tel.No.)

**TARIQ R CHAUDHRY**

(Salesperson/Broker/Broker of Record Name)

Co-op/Buyer Brokerage **RE/MAX REAL ESTATE CENTRE INC.** (905) 270-2000

(Tel.No.)

**TARIQ R. CHAUDHRY**

(Salesperson/Broker/Broker of Record Name)

#### 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.

Signed by:

Taibah Choudhary

11/10/2024

(Seller) Taibah Choudhary

(Date)

(Seller)

(Date)

Address for Service

(Tel. No.)

Seller's Lawyer

Address

Email

(Tel. No.)

(Fax. No.)

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.

Signed by:

Imran Shoaib

11/9/2024

(Buyer) Shoaib Imran

(Date)

(Buyer)

(Date)

Address for Service

(Tel. No.)

Buyer's Lawyer

Address

Email

(Tel. 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:

DocuSigned by:

(Authorized to bind the Listing Brokerage) Tariq Chaudhry 88028669A2634ED...

(Authorized to bind the Co-operating Brokerage) Imran Shoaib



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**Form 500**

for use in the Province of Ontario

**Agreement of Purchase and Sale – Commercial**

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

**BUYER:** ..... Shoaib Imran in Trust ....., and**SELLER:** ..... 11977636 CANADA INC. .....for the purchase and sale of 652 Parkdale Ave N Hamilton L8H5Z4 Hamilton..... dated the 9 day of November, 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 Lynx high value payment system as set out and prescribed by the Canadian Payments Act (R.S.C., 1985, c. C-21) as amended from time to time.

The Buyer agrees to assume the existing tenancy. The Seller agrees to provide the lease agreements for unit (1) one and unit (2) two, not later than 11:59 PM on the Nov 15, 2024.

The Seller agrees to provide, at the Seller's expense, not later than 11:59 PM on the Nov 15, 2024, an environmental phase one report.

This Offer is conditional upon the approval of the terms hereof by the Buyer's solicitor. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 11:59 PM on the Nov 15, 2024, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein. The Buyer and Seller hereby acknowledge that enactments and proposed enactments by the Federal, Provincial and Municipal Governments may have an impact on the use of land. The Buyer and Seller hereby acknowledge that the foregoing condition is inserted specifically to allow the Buyer to obtain legal advice as to the potential impact of Federal, Provincial and Municipal laws and enactments and Regulations made thereto that may affect the subject property, presently or in the immediate future. The Buyer and Seller further acknowledge that such opinions fall outside the qualifications and ability of the Brokerage and accordingly, the Buyer and Seller hereby agree that they shall hold harmless and indemnify the Brokerage from any claims, actions or causes of action that may be the result of such Legislation or future enactments.

This offer is conditional until the Nov 30, 2024, upon the Buyer at his own expense doing his "due diligence" and totally satisfying himself at his sole and unfettered discretion with regard to all facets and aspects of the subject property and the Buyer's intended use of it including and without limitation contacting the Representative(s) of the Canadian Nuclear Laboratories and the Port Hope Area Initiative ("PHAI") to ascertain the radiological status of the subject property and to satisfy themselves in every way. If for any reason whatsoever the Buyer, at his sole unfettered discretion is not satisfied with his findings and investigations of the subject property, this offer shall become null and void and the deposit returned to the Buyer in full without interest or deduction. The Seller agrees to co-operate in providing access to the property, if necessary, for any inspection of the property required for the fulfillment of this condition. This condition is included for the benefit of the Buyer and may be waived at his sole option by notice in writing delivered to the Seller or the Seller's Solicitor within the time period stated herein.

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

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

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**Form 500**

for use in the Province of Ontario

**Agreement of Purchase and Sale – Commercial**

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

**BUYER:** ..... **Shoaib Imran in Trust** ....., and**SELLER:** ..... **11977636 CANADA INC.** .....for the purchase and sale of **652 Parkdale Ave N Hamilton L8H5Z4 Hamilton**..... dated the **9** day of **November**, 20**24**

Buyer agrees to pay the balance as follows:

This Offer is conditional upon the Buyer arranging, at the Buyer's expense, a new Mortgage satisfactory to the Buyer. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 11:59 PM on the Nov 30, 2024, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein. The Seller agrees to co-operate in providing access to the property for the purpose of fulfilling this condition.

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

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


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**Agreement of Purchase and Sale - Commercial****Form 570**

for use in the Province of Ontario

**BETWEEN:****BUYER:** ..... Shoaib Imran in Trust**AND****SELLER:** ..... 11977636 CANADA INC.

RE: Agreement of Purchase and Sale - Commercial (Agreement) between the Seller and Buyer, dated the 9..... day of November....., 2024.....

concerning the property known as 652..... Parkdale Ave N Hamilton..... L8H5Z4.....

Hamilton.....

..... as more particularly described in the aforementioned Agreement.

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

Delete

The Seller agrees to provide, at the Seller's expense, not later than 11:59 PM on the Nov 15, 2024, an environmental phase one report.

This Offer is conditional upon the approval of the terms hereof by the Buyer's solicitor. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 11:59 PM on the Nov 15, 2024, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein. The Buyer and Seller hereby acknowledge that enactments and proposed enactments by the Federal, Provincial and Municipal Governments may have an impact on the use of land. The Buyer and Seller hereby acknowledge that the foregoing condition is inserted specifically to allow the Buyer to obtain legal advice as to the potential impact of Federal, Provincial and Municipal laws and enactments and Regulations made thereto that may affect the subject property, presently or in the immediate future. The Buyer and Seller further acknowledge that such opinions fall outside the qualifications and ability of the Brokerage and accordingly, the Buyer and Seller hereby agree that they shall hold harmless and indemnify the Brokerage from any claims, actions or causes of action that may be the result of such Legislation or future enactments.

Insert

The Seller agrees to provide, at the Seller's expense, not later than 11:59 PM on the Nov 29, 2024, an environmental phase one report.

INITIALS OF BUYER(S):

Initial  
IS

INITIALS OF SELLER(S):

Initial  
TC

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Hamilton Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-24-00088321-0000

**IRREVOCABILITY:** This Offer to Amend the Agreement shall be irrevocable by ..... **Buyer** ..... until **11.59** .....  
(Seller/Buyer) (a.m./p.m.)  
on the **18** day of **November**, 20**24**, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor.  
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:

..... Signed by: .....  
..... **Imran Shoaib** ..... 11/15/2024  
.....  
(Witness) (Buyer/Seller/Authorized Signing Officer) (Seal) (Date)  
.....  
(Witness) (Buyer/Seller/Authorized Signing Officer) (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:

..... Signed by: .....  
..... **Taibah Choudhary** ..... 11/17/2024  
.....  
(Witness) (Buyer/Seller/Authorized Signing Officer) (Seal) (Date)  
.....  
(Witness) (Buyer/Seller/Authorized Signing Officer) (Seal) (Date)

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

..... (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 **11/17/2024** this ..... day of .....  
(a.m./p.m.) ..... Signed by: .....  
..... **Taibah Choudhary** .....  
(Signature of Seller or Buyer) (Seal) (Date)


#### ACKNOWLEDGEMENT

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

..... Signed by: .....  
..... **Taibah Choudhary** ..... 11/17/2024  
.....  
(Seller) **Taibah Choudhary** ..... (Date)  
.....  
(Seller) ..... (Date)  
Address for Service .....  
..... (Tel. No.) .....  
Seller's Lawyer .....  
Address .....  
Email .....  
..... (Tel. No.) ..... (Fax. No.)

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

..... Signed by: .....  
..... **Imran Shoaib** ..... 11/15/2024  
.....  
(Buyer) **Shoaib Imran** ..... (Date)  
.....  
(Buyer) ..... (Date)  
Address for Service .....  
..... (Tel. No.) .....  
Buyer's Lawyer .....  
Address .....  
Email .....  
..... (Tel. No.) ..... (Fax. No.)

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This is Exhibit “B”  
referred to in the affidavit of  
**TAIBAH CHAUDHARY**  
sworn before me  
this 10<sup>th</sup> day of February 2025.

DocuSigned by:

*Saad Suleman*

5A82D3CD58324D7

A COMMISSIONER, ETC.

**Agreement of Purchase and Sale - Commercial****Form 573**

for use in the Province of Ontario

BUYER: 16582729 CANADA INC.

SELLER: 11977636 CANADA INC.

REAL PROPERTY: 652 Parkdale Ave N Hamilton L8H5Z4  
Hamilton

In accordance with the terms and conditions of the Agreement of Purchase and Sale - Commercial dated the 9 day of November,

20<sup>24</sup>, regarding the above property, I/We hereby waive the condition(s) which read(s) as follows:

This Offer is conditional upon the Buyer arranging, at the Buyer's expense, a new Mortgage satisfactory to the Buyer. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 11:59 PM on the January 10, 2025, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein. The Seller agrees to co-operate in providing access to the property for the purpose of fulfilling this condition.

All other terms and conditions in the aforementioned Agreement of Purchase and Sale - Commercial to remain unchanged.

For the purposes of this Waiver, "Buyer" includes purchaser, and "Seller" includes vendor.

DATED at....., Ontario, at..... this..... day of..... 20.....  
(a.m./p.m.)

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

(Witness)	Signed by: <u>Imran Shoaib</u>	1/9/2025
(Witness)	(Buyer/Seller/Authorized Signing Officer) <u>Shoaib Imran</u>	(Seal) (Date)
(Witness)	(Buyer/Seller/Authorized Signing Officer)	(Seal) (Date)

Receipt acknowledged at 1/9/2025 this..... day of..... 20..... by:  
(a.m./p.m.)Print Name: Tariq Chaudhry Signature: [Signature]

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Amendment to  
Agreement of Purchase and Sale - Commercial

Form 570  
for use in the Province of Ontario

BETWEEN:  
BUYER: 16582729 CANADA INC.  
AND  
SELLER: 11977636 CANADA INC.

RE: Agreement of Purchase and Sale - Commercial (Agreement) between the Seller and Buyer, dated the 9 day of November, 2024,  
concerning the property known as 652 Parkdale Ave N Hamilton L8H5Z4  
Hamilton as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:  
Delete

COMPLETION DATE: This Agreement shall be completed by no later than 6.00 p.m. on the 28 day of February, 2025.

Insert

COMPLETION DATE: This Agreement shall be completed by no later than 6.00 p.m. on the 31 day of March, 2025.

INITIALS OF BUYER(S):

Initial  
IS

INITIALS OF SELLER(S):

Initial  
TCN



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**IRREVOCABILITY:** This Offer to Amend the Agreement shall be irrevocable by Seller until 11.00 (a.m./p.m.) X on the 28 day of February, 2025, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor. 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)	Signed by: <u>Imran Shoaib</u> ..... (Buyer/Seller/Authorized Signing Officer)	..... (Seal)	<u>2/28/2025</u> (Date)
..... (Witness)	..... (Buyer/Seller/Authorized Signing Officer)	..... (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)	Signed by: <u>Taibah Chaudhary / Nasir</u> ..... (Buyer/Seller/Authorized Signing Officer)	..... (Seal)	<u>2/28/2025</u> (Date)
..... (Witness)	..... (Buyer/Seller/Authorized Signing Officer)	..... (Seal)	..... (Date)

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

..... (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 2/28/2025 this ..... day of ..... (a.m./p.m.)

Signed by: Taibah Chaudhary / Nasir  
.....  
(Signature of Seller or Buyer)

**ACKNOWLEDGEMENT**

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

Signed by: Taibah Chaudhary / Nasir  
.....  
(Seller) Taibah Chaudhary (Date) 2/28/2025

.....  
(Seller) (Date)

Address for Service .....

.....  
(Tel. No.)

Seller's Lawyer .....

Address .....

Email .....

.....  
(Tel. No.) (Fax. No.)

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

Signed by: Imran Shoaib  
.....  
(Buyer) Shoaib Imran (Date) 2/28/2025

.....  
(Buyer) (Date)

Address for Service .....

.....  
(Tel. No.)

Buyer's Lawyer .....

Address .....

Email .....

.....  
(Tel. No.) (Fax. No.)



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# Amendment to Agreement of Purchase and Sale - Commercial

## Form 570

for use in the Province of Ontario

**BETWEEN:**

**BUYER:** 16582729 CANADA INC.

**AND**

**SELLER:** 11977636 CANADA INC.

RE: Agreement of Purchase and Sale - Commercial (Agreement) between the Seller and Buyer, dated the 9 day of November, 2024,

concerning the property known as 652 Parkdale Ave N Hamilton L8H5Z4

Hamilton as more particularly described in the aforementioned Agreement.

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

Delete

**COMPLETION DATE:** This Agreement shall be completed by no later than 6.00 p.m. on the 31 day of March, 2025.

Insert

**COMPLETION DATE:** This Agreement shall be completed by no later than 6.00 p.m. on the 7th day of April, 2025.

INITIALS OF BUYER(S):

Initial  
IS

INITIALS OF SELLER(S):

Initial  
TCN

**IRREVOCABILITY:** This Offer to Amend the Agreement shall be irrevocable by Buyer until 11.00 (a.m./p.m.) on the 01 day of April, 2025 after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor. 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 requested 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: Tahira Chaudhary / Buyer (Date) 01/04/2025  
 Buyer/Seller Authorized Signing Officer (Date) 01/04/2025  
 Witness: Shoaib Imran (Date) 01/04/2025  
 Buyer/Seller Authorized Signing Officer (Date) 01/04/2025

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: Shoaib Imran (Date) 3/31/2025  
 Buyer/Seller Authorized Signing Officer (Date) 3/31/2025  
 Witness: Shoaib Imran (Date) 3/31/2025  
 Buyer/Seller Authorized Signing Officer (Date) 3/31/2025

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

Witness: Shoaib Imran (Date) 3/31/2025  
 Spouse (Date) 3/31/2025

**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 on 4/1/2025 this 01 day of April, 2025.

Signature: Tahira Chaudhary / Buyer (Date) 01/04/2025  
 (Signature of Seller or Buyer)

#### ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize Tahira Chaudhary / Buyer to forward a copy to my lawyer.

Seller: Tahira Chaudhary (Date) 01/04/2025  
 Buyer: Shoaib Imran (Date) 01/04/2025  
 Address for Service: \_\_\_\_\_  
 (Tel. No.): \_\_\_\_\_  
 Seller's Lawyer: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 (Tel. No.): \_\_\_\_\_ (Fax No.): \_\_\_\_\_

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize Shoaib Imran to forward a copy to my lawyer.

Buyer: Shoaib Imran (Date) 3/31/2025  
 Seller: Shoaib Imran (Date) 3/31/2025  
 Address for Service: \_\_\_\_\_  
 (Tel. No.): \_\_\_\_\_  
 Buyer's Lawyer: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 (Tel. No.): \_\_\_\_\_ (Fax No.): \_\_\_\_\_

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***This statement is not a certified statement of arrears or current taxes under Section 352 of the Municipal Act, 2001.***

**Property Address:** 652 PARKDALE AVE N  
**Mortgage Company:** **Name:**  
**Instrument No:**

**Property Owners:** 11977636 CANADA INC

**11977636 CANADA INC**  
**18 BLOSSOM LANE**  
**HAMILTON ON L9C 2W6**

**Legal Description:** SALT FLEET CON BF PT LOT 32  
 RP 62R21646 PART 2  
 REG  
 16499.84SF 60.01FR 274.97D

## Assessments

<u>Class</u>	<u>Description</u>
C T N	Commercial Taxable

<u>Amount</u>
453,000

## Special Area Charges

<u>Sp.ID</u>	<u>Description</u>
AFB	Fire - Full Time
ARB	Area Levy-Urban
PLI	Prov Legis Impacts
POL	Police Levy
SOC	Provincially Shared
TRB	Transit Levy

## Account Balance Information

### Transaction Summary:

<u>Year</u>	<u>Tax Levied</u>	<u>Penalty/Interest</u>	<u>Adjustments</u>	<u>Payments</u>	<u>Balance</u>
2025	7,692.85	0.00	0.00	0.00	7,692.85
2024	15,385.70	1,612.88	21.50	0.00	17,020.08
2023	14,512.30	1,203.97	23.10	15,739.37	0.00
2022	13,798.81	3,224.50	22.40	17,045.71	0.00
					<b>24,712.93</b>

### Account Balance:

<u>Year</u>	<u>Tax Outstanding</u>	<u>Penalty/Interest Outstanding</u>	<u>Other Outstanding</u>	<u>Balance</u>
2025	7,692.85	0.00	0.00	7,692.85
2024	15,385.70	1,612.88	21.50	17,020.08
2023	0.00	0.00	0.00	0.00
2022	0.00	0.00	0.00	0.00
				<b>24,712.93</b>

**PROPERTY TAX HISTORY**

Page: 1

Treasurer's Office: TOWNSHIP OF WARWICK  
5280 NAUVOO ROAD PO BOX 10  
WATFORD, ON NOM 2SOAccount as of: 2025-02-07  
Office Phone: (226) 848-3926  
Toll Free:**PROPERTY OWNER**11977636 CANADA INC  
18 BLOSSOM LANE  
HAMILTON ON L9C 2W6**PROPERTY DESCRIPTION**38-41-041-003-04906-0000  
FRONTAGE: 600.00 DEPTH: 0.00  
ACREAGE: 4.82  
5641 NAUVOO RD  
CON 3 SER PT LOT 18 RP  
25R5230 PART 1CURRENT BILLING AMOUNT: 5,280.00  
CURRENT BILLED NOT DUE: 5,280.00  
LAST YEARS BILLING AMOUNT: 10,561.21  
TOTAL DESTINATION CVA: 422,000  
TOTAL PHASED-IN ASSESSMENT: 422,000  
LAST TAX CERTIFICATE: 2023-12-01MORTGAGE COMPANY: NONE  
MORTGAGE NUMBER:

C T NS 422,000

**STATEMENT OF ACCOUNT**

TAX YEAR	2025	2024	2023	2022 and Prior	TOTAL
TAXES/OTHER CHARGES	0.00	10,561.21	5,438.79	0.00	16,000.00
PENALTY/INTEREST	0.00	1,041.64	951.72	0.00	1,993.36
					17,993.36

**TRANSACTION HISTORY**

DATE	TYPE	DESCRIPTION	AMOUNT	BALANCE
2025-01-01		BALANCE FORWARD	17,793.36	17,793.36
2025-02-01	Interest	Interest on Arrears	200.00	17,993.36
		ACCOUNT BALANCE:		17,993.36

**Current Billing Instalments**

Interim Instalments	Final Instalments	Supplemental Instalments
FEB 28,2025	2,640.00	
APR 30,2025	2,640.00	

**Current Year Payments Applied to Account**

	2025	2024	2023	2022 and Prior	Total
Principal:	0.00	0.00	0.00	0.00	0.00
Pen/Int:	0.00	0.00	0.00	0.00	0.00
Total Payments:					0.00



16582729 Canada Inc. (Shoaib Imran, In trust) p/f 11977636 Canada Inc., 652 Parkdale Avenue. N., Hamilton

---

From: Arif Raza (arifrazalaw@gmail.com)

To: avmlawoffice@yahoo.ca

Cc: remaxtariq@yahoo.com

Date: Thursday, March 6, 2025 at 11:51 a.m. EST

---

## **URGENT**

**Amarnath Misir**

Good morning Mr. Misir:

I am the lawyer for the Purchaser in the above transaction which has been extended to March 31, 2025.

I am advised in a rather ambiguous manner that you may be the lawyer for the Vendor. Could you please confirm.

If you are, could also advise the ability of your client to proceed with the transaction as we know the Vendor has been petitioned into Receivership and the Receiver MSI Spergel has taken control of the property and it is not honouring the purchase agreement. The Receiver is required to ask for bids and they have their own form of agreement which provides no warranties and the assets are sold on 'As is" basis.

Your earliest attention would be appreciated as we do not wish to invest more resources financial and otherwise in a transaction that is dead and I would like my client's deposit to be returned.

Arif Raza, M.A., LL.B.  
Barrister & Solicitor

West/Mississauga Off:  
4299 Village Centre Court, Suite 300  
Mississauga, ON L4Z 1S2

t: 416-752-9810 f: 1844-253-6411

Direct M: 647-783-3700

Toronto Off:  
207-2131 Lawrence Ave. E  
Toronto, ON M1R 5G4

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BANK OF MONTREAL  
Applicant

and

11977636 CANADA INC.

Respondent

Court File No. CV-24-00088321-00CL

***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT  
HAMILTON

**AFFIDAVIT OF ANTOINETTE DEPINTO**

**CHAITONS LLP**  
5000 Yonge Street, 10th Floor  
Toronto, Ontario M2N 7E9

**Laura Culleton** (LSO # 82428R)  
Tel: (416) 218-1128  
Email: [aurac@chaitons.com](mailto:aurac@chaitons.com)

**Lawyers for msi Spergel Inc. in its capacity as court-appointed  
receiver**