

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF SECTION 47.1(1) OF THE BANKRUPTCY
AND INSOLVENCY ACT, R.S.C. 1995, c. B-3, AS AMENDED; and

IN THE MATTER SECTION 101 OF THE COURTS OF JUSTICE ACT,
R.S.O. 1990 c. C-43, AS AMENDED

BETWEEN:

TORONTO DOMINION BANK

Applicant

- and -

2012241 ONTARIO LIMITED

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

MOTION RECORD

LIPMAN, ZENER & WAXMAN LLP
Barristers and Solicitors
1220 Eglinton Avenue West
Toronto, Ontario
M6C 2E3

ANTHONY J. O'BRIEN
Law Society Registration No. 27440E
Tel: (416) 789-0652
Fax: (416) 789-9015

Solicitor for the Plaintiff

TO: THIS HONOURABLE COURT

TO: BLANEY McMURTRY LLP
Barristers & Solicitors
2 Queen Street East, Suite 1500
Toronto, Ontario
M5C 3G5

Domenico Magisano
Tel: 416-593-2996
Fax: 416-593-5437

Lawyers for the Receiver

TO: AIRD & BERLIS LLP
Barristers & Solicitors
Brookfield Place
Box 754
1800-181 Bay Street
Toronto, Ontario
M5J 2T9

Robb English
Tel: 416-863-1500
Fax: 416-863-1515

Lawyers for the Applicant

INDEX

Court File No. CV-11-9456-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF SECTION 47.1(1) OF THE BANKRUPTCY
AND INSOLVENCY ACT, R.S.C. 1995, c. B-3, AS AMENDED; and

IN THE MATTER SECTION 101 OF THE COURTS OF JUSTICE ACT,
R.S.O. 1990 c. C-43, AS AMENDED

BETWEEN:

TORONTO DOMINION BANK

Applicant

- and -

2012241 ONTARIO LIMITED

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

I N D E X

TAB

Notice of Motion Returnable March 20, 2012	1
Affidavit of Ravinder Chahal Together with Exhibits.....	2
Copy of Receiving Order.....	3

TAB 1

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF SECTION 47.1(1) OF THE BANKRUPTCY
AND INSOLVENCY ACT, R.S.C. 1995, c. B-3, AS AMENDED; and

IN THE MATTER SECTION 101 OF THE COURTS OF JUSTICE ACT,
R.S.O. 1990 c. C-43, AS AMENDED

BETWEEN:

TORONTO DOMINION BANK

Applicant

- and -

2012241 ONTARIO LIMITED

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

NOTICE OF MOTION

THE RESPONDENT will make a Motion to a Judge of the Commercial Court on notice to the Receiver and TD Bank on the 20th day of March, 2012 at 9:30 a.m. or as soon after that time as the Motion can be heard at 330 University Avenue, Toronto, Ontario

PROPOSED METHOD FOR HEARING: The Motion is to be heard
(Choose appropriate option)

- in writing under subrule 37.12.1(1) because it is (insert one of on consent, unopposed or made without notice);
- in writing as an opposed Motion under subrule 37.12.1(4);
- orally.

THE MOTION IS FOR AN ORDER (state here the precise relief sought).

- a. Directing the Receiver to release to the Respondent and to TD Bank copies of the condominium consultants report, the appraisal report and all leases and agreements of purchase and sale in possession of the Receiver in relation to 50 Sunny Meadow on the condition that TD keep these documents confidential to itself and that the Respondent keep the documents confidential to itself save and except for their right to share these documents with First National, the potential company providing refinancing to the Respondent..
- b. The costs of this Motion on a complete indemnity basis;
- b. Such further and other relief as to this Honourable Court may seem just.

THE GROUNDS FOR THE MOTION ARE (specify the grounds to be argued, including a reference to any statutory provision or rule to be relied on).

1. As contained in the Affidavit of Ravinder Chahal hereto annexed;

2. Such further and other relief as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Motion: (list all affidavits or other documentary evidence to be relied on).

1. The Motion Record;
2. The Affidavit of Ravinder Chahal filed;
3. Such further and other material as counsel may advise and this Honourable Court may permit.

DATED: March 12, 2012

LIPMAN, ZENER & WAXMAN LLP
Barristers & Solicitors
1220 Eglinton Avenue West
Toronto, Ontario
M6C 2E3

ANTHONY J. O'BRIEN
Law Society Registration No. 27440E
Tel: (416) 789-0652
Fax: (416) 789-9015

Solicitors for the Respondent Chahal and
Dhaliwal

TAB 2

ONTARIO
SUPERIOR COURT OF JUSTICE

IN THE MATTER OF SECTION 47.1(1) OF THE BANKRUPTCY
AND INSOLVENCY ACT, R.S.C. 1995, c. B-3, AS AMENDED; and

IN THE MATTER SECTION 101 OF THE COURTS OF JUSTICE ACT,
R.S.O. 1990 c. C-43, AS AMENDED

BETWEEN:

TORONTO DOMINION BANK

Applicant

- and -

2012241 ONTARIO LIMITED

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 RAVINDER CHAHAL

I, RAVINDER CHAHAL, of the City of Brampton, in the Province of Ontario, MAKE
OATH AND SAY AS FOLLOWS:

1. I am one of the officers and directors of the respondent in this matter which, subject to the Receivership Order is the owner of 50 Sunny Meadow.
2. The Court granted an Order to the Receiver allowing them to retain a condominium consultant and an appraiser for the purposes of preparing a report on

the stage of completion of the condominium development and what would be required to complete and register it and to provide an appraisal of the value of the property. The costs of these reports are being charged to the property and estate of the Respondent which we own.

3. The Receiver has taken control of the company books and records that were available to us and copies of the Agreements of Purchase and Sale and Leases in relation to the property and we did not retain copies of those documents.
4. We are attempting to refinance the property and arrange a payout of TD Bank and honor our commitments to the purchasers and tenants of the property and to complete the condominium registration and the sale of units. In order to do this we have had to provide certain information to First National, who we are dealing with in regard to a refinancing, and now produced and shown to me and marked as **Exhibit "A"** to this my Affidavit is the commitment letter in regard to the refinancing.
5. First National wants copies of the Agreements of Purchase and Sale and Leases in regard to the property as part of its due diligence and we likewise need copies in order to prepare to move forward with the refinancing and work towards registration of the condominium in the interests of our company and all of the unit purchasers. These documents are our property and would normally be in our possession.
6. Now produced and shown to and marked as **Exhibit "B"** to this my Affidavit are letters from my counsel to the Receiver's counsel requesting production of the

condo consultant's report, the appraisal report, and subsequently the leases and agreements of purchase and sale.

7. Now produced to shown to me and marked as Exhibit "C" to this my Affidavit are the responses of the Receiver's counsel.
8. I do not believe that we are in the same category as other possible potential purchasers of the building or other stake holders. We are the owners of the property. I believe that we are being charged with the cost of the condo consultant's report and the appraisal report and further that the agreements of purchase and sale and leases are our property and that we do need copies of these in order to deal with the refinancing of the property.
9. There is no reason to impose obligations of confidentiality on us since we are the last ones who would disclose this information to any third party other than the company that is providing us with financing.
10. We wish to refinance the property and save it and complete the condominium registration and the closings of the Agreements of Purchase and Sale. We have no agenda other than this and we wish access to this information in order to accomplish this task.
11. We have no objection to TD receiving copies of these documents but believe other parties should not and are not entitled to Notice of this Motion since we are seeking this Order to facilitate the refinancing of our property and will keep the documents confidential from anyone other than First national. In the circumstance where the refinancing is unsuccessful we do wish to still be in a position to

purchase our building back and do not believe a restriction against this is reasonable.

12. We therefore seek provision of the appraisal and the condominium report which we will not share with anyone other than the company that provides us financing for the property. We further seek the Leases and Agreements of Purchase and Sale and will again only share them with the company providing us with financing on the property and we will impress on them and require confidentiality in that regard.
13. We therefore request the Court Order the Receiver to provide us with these materials forthwith.
14. This Affidavit is sworn in support of a motion for an Order that the Receiver provide to the Respondent's officers copies of the appraisal report, condominium consultants report and all leases and agreements of Purchase and Sale in possession of the Receiver on the basis that these documents will be used for the purposes of seeking refinancing of the property by the Respondent and for no other or improper purpose.

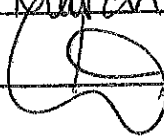
SWORN BEFORE US AT THE CITY)
of Toronto, in the province of Ontario,)
on the 12 day of *Nov*, 2012)
)
)
)
)
)

A Commissioner, etc.)

Anthony D. Brien

RAVINDER CHAHAL

This is Exhibit "A" referred to in the
affidavit of Ravinder Chahal
sworn before me, this 12th
day of March 20 12



A COMMISSIONER, ETC.



Date: Feb 10, 2012

LOAN PROPOSAL

Pal Ghuman
Bateman MacKay LLP
Chartered Accountants
40 Village Centre Place,
Mississauga, ON L4Z 1V9

Dear Pal:

**Re: 50 Sunny Meadow, Brampton, Ontario
First Mortgage Financing**

Further to recent discussions regarding the subject, we are willing to consider a mortgage application based on the following terms and conditions. This is not a mortgage commitment.

Purpose: \$13,500,000 Bridge Loan to pay out TD Bank existing debt, other outstanding encumbrances, and set up an interest reserve account to help with sale and leasing of units. No subordinate debt or financial encumbrances will be allowed behind First National Financial LP facilities.

Use of funds: The Borrower will provide \$441,875 from their own funds as equity injection into the project. The remaining \$13,500,000 will be financed from the loan, as follows:

TD Bank payout	\$12,750,000
Construction Lien	\$75,000
Outstanding interest on second mortgage	\$75,000
Interest reserve for 1 year	\$841,875
Processing Fees	\$200,000
Total*	\$13,941,875

Note: In addition to above cash outlay, Borrower agrees to pay for all accounting, legal, consulting and other third party fees directly from their own resources. This amount combined is estimated to be approx \$250,000.00. Borrower agrees to provide a satisfactory proof of funds to pay for these expenses prior to issuance of Commitment Letter.*

Borrower: The registered and beneficial owner of the property, at the time of closing is understood to be 2012241 Ontario Limited.

Guarantor: On a joint and several basis from Jagdev Dhaliwal and Ravinder Chahal.

Amount: Facility 1 - \$7,500,000 to be repaid from closing proceeds of units listed as sold in schedule A.

Facility 2 - \$6,000,000 to be repaid from the sale of units listed as available or leased in schedule A.

Document Rate/

Term: Facility 1 – 6 Months @ Prime + 5.25%; with a floor rate of 8.25%

Facility 2 – 2 Years @ Prime + 5.88%; with a floor rate of 8.88%

Note:- Lender will consider reducing the rate on Facility 2 upon satisfactory leasing or sale of vacant units.

Amortization: Interest Only – Interest reserve amount of \$841,875 to be held back from loan proceeds.

Advance Date: March 15, 2012

Security: A first charge over land and improvements located at 50 Sunny Meadow Boulevard, Brampton, Ontario.

Security interest in chattels and fixtures.

Assignment of rents and leases.

Joint and several covenants of the beneficial owners.

Insurance: The following insurance coverage will be required with the Lender's interest noted thereon:

1. Fire insurance for an acceptable amount with extended

coverage.

2. Public liability insurance for bodily injury and property damage for an amount of no less than \$5,000,000.
3. Rental income insurance (100% basis), for an amount not less than one year's anticipated rental income.

Fees & Costs:

Lender's non-refundable Processing Fee is \$200,000.00 and is due upon acceptance of this loan proposal. Processing fees is considered earned upon issuance of commitment letter. If a commitment is not issued, then the deposit will be returned (less Lender's Due Dilligence costs of \$20,000.00). If a commitment is issued to you substantially in accordance with the terms and conditions contained herein, and not accepted by you, then the deposit is considered earned and will be retained as liquidated damagcs.

Legal fees and any required third party reports will be for the account of the borrower.

General Conditions:

A survey prepared by a qualified surveyor showing the lot and side yard dimensions and the position of the building on the lots is to be reviewed and approved by First National Financial LP and our Solicitors prior to any funds being released.

Leases, rents, zoning, occupancy and all other matters affecting the property are to be in accordance with relevant federal, provincial or municipal legislation.

Title insurance may be obtained by a firm acceptable to the Lender in to cover off various closing items such as survey, zoning, and other municipal legislation.

Neither this letter of interest nor any commitment resulting from this application may be assigned by the borrower, but may be assigned, sold or syndicated by First National Financial LP without the consent of the borrower.

The borrower gives First National Financial LP and any proposed lender authority to obtain personal and corporate credit or bank reports in connection with this transaction.

A Phase One Environmental Site Assessment is to be provided by an engineering firm qualified to do the work and approved by First National Financial LP. The cost of the environmental

report is to be paid by the Borrower. The results of this report are to be satisfactory First National Financial LP in their sole discretion.

A Building Condition Assessment reports will be required prior to the loan advance, in form and content satisfactory to the Lender. The cost of the building condition assessment report is to be paid by the Borrower.

A full narrative appraisal report will be required prior to the loan advance, in form and content satisfactory to the Lender. The cost of the appraisal report is to be paid by the Borrower.

Pre-funding conditions & Underwriting Requirements:

- Borrower agrees to clear and settle the "Construction Lien" in the amount of \$383,398 registered by "Versa Construction Ltd" prior to any loan advance
- Borrower agrees to pay the property taxes in the amount of \$29,220.18 to the City of Brampton and make the tax payments current. No loan will be advanced unless this condition has been met.
- A signed and attested copy of a "**Confirmation of necessary funds to close**" from all existing purchasers;
- Borrower will provide a satisfactory confirmation of availability of \$250,000 in additional funds necessary to pay accountants, legals, consultants and other third party fees prior to issuance of commitment letter.
- A satisfactory Confirmation that all purchase agreements agreed into by the Borrower with condo unit purchasers are current and enforceable despite all the delays in project completion;
- Pro forma operating statement for 2012
- Borrower to provide a detailed accountant attested copy of the interim condo fees being collected from some of the condo units in the project;
- Current "**Detailed**" signed and dated net worth statements for all individual Borrowers/Guarantors, including details for any real property held (address, mortgage balance, estimated value).
- Detailed description of the Borrower ownership structure
- Financial Statements for the most recent year-end for all Corporate Borrowers and Guarantors;
- An accountant **certified** rent roll setting out net rentable area, start and end dates, nature of lease (Net or Gross), step-ups, rent per square foot;
- Complete executed copies of all active leases, including renewals and amendments along with any "offers to lease" thereto;
- Copies of all signed and executed purchase agreements;
- Copy of Final 2011 Realty Tax statement, plus the interim for 2012.
- Copies of the existing mortgage payout statement(s) from TD bank;

- First National Financial LP appointed property and project manager will be assigned during the course of this loan (to be determined) and Borrower agrees to cooperate fully in this regard. Failing this, the Letter of Interest will be null and void;
- Subject to satisfactory inspection by the Lender or its representative;
- Any other documents that may be required by the Lender

Additional information may be required, depending upon the review of the information listed above. Should you find the foregoing satisfactory, please sign below where indicated and return to First National along with a cheque made payable to First National Financial LP in the amount of \$25,000.00 (remaining processing fees amount is payable at the time of commitment letter execution), by no later than Feb 13th, 2012, after which the terms and conditions identified in this letter of interest shall expire.

Yours truly,

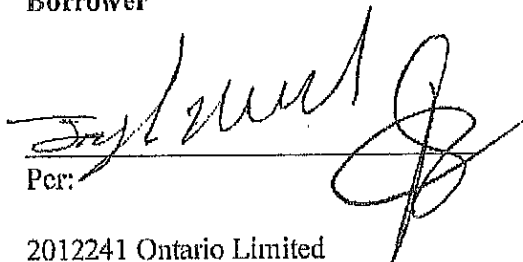


Amar Nijjar
 First National Financial LP
 Assistant Vice President
 (416) 593-3045 Work
 (647) 462-9811 Mobile
 amar.nijjar@firstnational.ca

ACKNOWLEDGMENT

We acknowledge the terms and conditions as outlined above.

Borrower

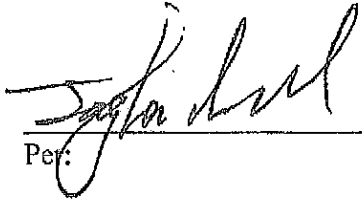


Per:

Feb 13, 2012
 Date:

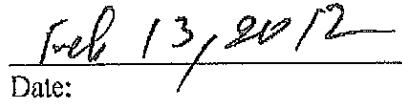
2012241 Ontario Limited
 I/We have the authority to bind the Corporation.

Guarantors




Per:

Jagdev Dhaliwal

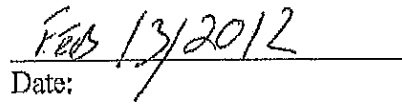


Date:



Per:

Ravinder Chahal



Date:

302,303	Rupa Associates	Sold	1,707	\$578,000.00	\$116,104.00
304		Available	1,036		
305		Available	734		
306	Moaz Shiekh, CA	Leased	646		
307	Moaz Shiekh, CA	Leased	770		
308	Sumeet Kaur Hansra	Sold	613	\$193,600.00	\$18,202.83
309	Harmanjot Dhillon	Sold	643	\$205,400.00	\$18,203.83
310		Available	643		
311		Available	720		
312		Available	1,152		
313	Family Enhancement Centre	Leased	1,005		
314	Teri Ote Consulting Corporation	Sold	957	\$305,175.00	\$43,304.29
315	Centrum Mortgages	Leased	1,009		
316		Available	531		
317		Available	531		
318, 319	Anaad Investments Inc.	Sold	1,095	\$357,437.50	\$56,806.16
320, 321	Tarnjit Basra & Narinder Basra	Sold	1,107	\$369,150.00	\$57,129.84
322		Available	763		
323, 324	Jasbir Singh Chahal	Sold	1,576	\$530,400.00	\$31,034.72
Total			54,585	\$8,792,439.50	\$1,153,415.18

This is Exhibit "B" referred to in the
affidavit of Ravinder Chahal
sworn before me, this 15th
day of March 20 12



A COMMISSIONER, ETC.



LIPMAN ZENER WAXMAN LLP
BARRISTERS AND SOLICITORS

1220 Eglinton Avenue West
Toronto, Ontario M6C 2E3
Telephone (416) 789-0652
Facsimile (416) 789-9015

Anthony J. O'Brien, B.A., LL.B
Tel: (416) 789-0652 ext 306
tobrien@lzwlaw.com

February 13, 2012

SENT BY EMAIL

BLANEY McMURTRY LLP
Barristers and Solicitors
1500-2 Queen Street East
Toronto, Ontario
M5C 3G5

Attention: Domenico Magisano

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street
Suite 1800, Box 754
Toronto, ON
M5J 2T9

Attention: D. Robb English

Dear Sirs:

Re: Toronto Dominion Bank and 2012241 Ontario Limited

My clients would like to work in conjunction with Ira Smith. They are receiving a lot of interest as far as possible tenants as well as people interest in purchasing the remaining units available.

As you know, my clients have financing in place now and are going to be approaching both TD Bank and the Receiver in order to make arrangements to take back control of the building and complete the registration of it as a condominium. Towards this end however and in order to demonstrate good faith with the Receiver and try to protect the interests of all stake holders, my clients do wish, whenever possible, to present the Receiver with potential tenants and purchasers for the property where this will be a

positive benefit not only to the Receiver and TD Bank but to the other unit purchasers and unit holders who will benefit from full or at least maximum occupancy of the proposed condominium development.

We would therefore ask for full co-operation in this regard and the ability to meet with and direct persons to the Receiver in order to maximize realization on the building as an asset.

I would also appreciate receiving at my expense a copy of the offers to lease and the rent roll for the building as well as copies of all of the Agreements of Purchase and Sale that the Receiver is presently in possession of. When I have that, my clients indicate the extent to which any deposits have been received in reference to those Agreements of Purchase and Sale and where things stand with the particular purchasers of each unit. This could be helpful for all of us.

We would also like to know who is in fact paying or not paying TMI and what amounts the Receiver believes are outstanding and we would once again assist in securing amounts properly due and owing.

To the extent that any unit occupier or potential unit purchaser is not in compliance with their obligations under the Agreements, my clients are interested in discussing this with the Receiver for the purposes of suggesting either termination of any further arrangements with those defaulting potential purchasers or in the alternative, presenting people interested in those units who would be willing to immediately provide deposits and begin to occupy on a pay as they go basis until the registration of the condominium.

Yours very truly,

LIPMAN, ZENER & WAXMAN LLP

Per: Anthony J. O'Brien
AJO/ta

cc: Clients



1220 Eglinton Avenue West
Toronto, Ontario M6C 2E3
Telephone (416) 789-0652
Facsimile (416) 789-9015

Anthony J. O'Brien, B.A., LL.B
Tel: (416) 789-0652 ext 306
tobrien@lzwlaw.com

February 16, 2012

SENT BY EMAIL

BLANEY McMURTRY LLP
Barristers and Solicitors
1500-2 Queen Street East
Toronto, Ontario
M5C 3G5

Attention: Domenico Magisano

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street
Suite 1800, Box 754
Toronto, ON
M5J 2T9

Attention: D. Robb English

Dear Sirs:

Re: Toronto Dominion Bank and 2012241 Ontario Limited

My client is not just another stakeholder. My client is the respondent to the application and has invested all of their time and money over the last many years in this project. If it is necessary to bring applications to Court in order to have this recognized and that my clients have a special position in this particular matter then I will do so although I hope it is unnecessary. Please note that it is quite clear that you intend to charge their property with the costs of the appraisal and of the condominium consultants report and of the property management costs of the property and therefore when I ask for information in regard to the condominium consultant's report or the appraisal report, I think my client is in a special position separate and apart from any other stakeholders and I would attempt to convince the Court of this if I am not able to convince you of it.

My client wishes to refinance the property and pay out TD Bank in full and to honour the accounts of the Receiver and to put the stakeholders in a position where they will derive the benefits of any and all deposits and amounts that they have paid and the building will be complete, registered and available to the people who are counting on it.

To the extent that the Receiver helps facilitate this then we are thrilled and we will work with the Receiver. To the extent that the Receiver has some other agenda we are at odds with the Receiver but will still co-operate and work together with the Receiver.

I do not understand your most recent position. I have asked what documents the Receiver has and what documents the Receiver would like to have and I have been told that the Receiver is unable to answer that question at least on the short term. I would have thought that there would have been an inventory of the documents in the possession of the Receiver and I could have attended and helped looked through these and identify what deficiencies there are. This was not afforded to me.

I do want to work with you and I have been trying to work with you and I am trying to get everyone paid and the obligations that exist honoured.

If you would work with me then we can achieve this.

If the Receiver's agenda however is to remain in place and to continue to charge the property with costs that are unnecessary or to market the property to third parties, the Receiver may have been in communication with and deny the property to its original owners then that is something that I am going to have to vigorously oppose and fight.

I hope that this is not the agenda and that we can get back on track to rehabilitating the property and putting all of the stakeholders in the best possible position.

Yours very truly,

LIPMAN, ZENER & WAXMAN LLP

Per: Anthony J. O' Brien
AJO/ta

cc: Clients



LIPMAN ZENER WAXMAN LLP
BARRISTERS AND SOLICITORS

1220 Eglinton Avenue West
Toronto, Ontario M6C 2E3
Telephone (416) 789-0652
Facsimile (416) 789-9015

Anthony J. O' Brien, B.A., LL.B
Tel: (416) 789-0652 ext 306
tobrien@lzwlaw.com

February 17, 2012

SENT BY EMAIL

BLANEY McMURTRY LLP
Barristers and Solicitors
1500-2 Queen Street East
Toronto, Ontario
M5C 3G5

Attention: Domenico Magisano

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street
Suite 1800, Box 754
Toronto, ON
M5J 2T9

Attention: D. Robb English

Dear Sirs:

Re: Toronto Dominion Bank and 2012241 Ontario Limited

Thank you for your cooperation thus far. In regard to the issue of securing information like the appraisal, the condo consultant report and even the sign in sheet at the meeting of purchasers however I disagree with your position. My clients are not just another "stakeholder". My client is the respondent to the application and its principals have invested all of their time and money over the last many years in this project. They own the property. You are exercising an extraordinary remedy available in law and are doing so responsibly but my clients and their company are entitled to certain consideration.

For example, you have a charge on their property for the Receiver's fees and accounts and have sought the right to incur costs in relation to an appraisal and condo consultant

report. This is being done at my client's ultimate expense and so it is my position that we are entitled to copies of documents the cost of which we are being charged . We of course will respect and actually would prefer confidentiality in regard to these matters since this information should not be shared with all stakeholders or become public unless that is for the benefit of the estate. It should however be available to the owner who is being charged with the cost and is attempting to legally and responsibly gain back control of its own asset. I think my client is in a special position separate and apart from any other stakeholders and I would attempt to convince the Court of this if I am not able to convince you of it.

My client wishes to refinance the property and pay out TD Bank in full and to honour the accounts of the Receiver and to put the stakeholders in a position where they will derive the benefits of any and all deposits and amounts that they have paid and the building will be complete, registered and available to the people who are counting on it.

To the extent that the Receiver helps facilitate this then we are thrilled and we will work with the Receiver. I do not understand your most recent position. I have asked what documents the Receiver has and what documents the Receiver would like to have and I have been told that the Receiver is unable to answer that question at least on the short term. I would have thought that there would have been an inventory of the documents in the possession of the Receiver and I could have attended and helped looked through these and identify what deficiencies there are. I am still willing to do so. It is hard to deal with a statement like "your clients have not produced something" when I do not know what the Receiver has or does not have.

I do want to work with you and I have been trying to work with you and I am trying to get everyone paid and the obligations that exist honoured. I know you want the same things. We can work out any issues that concern you but we are close to resolution and I would like to keep the momentum, cooperation and information flowing. I understand the Receiver's obligations and responsibilities and respect them but where the property owner wishes to fulfill its obligations, complete the project and comply with its commitments this is a success for everyone.

Yours very truly,

LIPMAN, ZENER & WAXMAN LLP

Per: Anthony J. O' Brien
AJO/ta

cc: Clients



1220 Eglinton Avenue West
Toronto, Ontario M6C 2E3
Telephone (416) 789-0652
Facsimile (416) 789-9015

Anthony J. O'Brien, B.A., LL.B
Tel: (416) 789-0652 ext 306
tobrien@lzwlaw.com

March 8, 2012

SENT BY EMAIL

BLANEY McMURTRY LLP
Barristers and Solicitors
1500-2 Queen Street East
Toronto, Ontario
M5C 3G5

Attention: Domenico Magisano

Dear Sir:

Re: Toronto Dominion Bank and 2012241 Ontario Limited

Could you please immediately confirm that you will be releasing to us a copy of the appraisal and the condominium consultants report on a confidential basis, also all leases and Agreements of purchase and sale. Either that, or confirm that you refuse to do so, so that we may bring a Motion to Court on Notice just to you and counsel for TD on the basis that we wish to have these documents available forthwith and that since the estate of our client is being charged with these costs or the documents belong to them that it is appropriate for the owner to have access to this information and that the owner is a special class on this issue from any other participants.

I certainly understand the right to keep these matters confidential from any outside third parties or possible potential bidders on a tender package, but I do not accept or understand withholding the documents from the estate owner and particularly when the authority of the Court was sought to charge the estate with these costs or the documents belong to my client.

Yours very truly,

LIPMAN, ZENER & WAXMAN LLP

Per: Anthony J. O'Brien
AJO/mf

Cc: Ravinder Chahal, *by email*
Cc: Jagdev Dhaliwal, *by email*



LIPMAN ZENER WAXMAN LLP
BARRISTERS AND SOLICITORS

1220 Eglinton Avenue West
Toronto, Ontario M6C 2E3
Telephone (416) 789-0652
Facsimile (416) 789-9015

Anthony J. O' Brien, B.A., LL.B
Tel: (416) 789-0652 ext 306
tobrien@lzwlaw.com

March 12, 2012

SENT BY EMAIL

BLANEY McMURTRY LLP
Barristers and Solicitors
1500-2 Queen Street East
Toronto, Ontario M5C 3G5

Attention: Domenico Magisano

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street
Suite 1800, Box 754
Toronto, Ontario M5J 2T9

Attention: D. Robb English

Dear Sirs:

Re: Toronto Dominion Bank and 2012241 Ontario Limited

Could you please let me know your availability for a 9:30 a.m. to schedule a Motion and further whether or not you would be attending at the Motion itself and your availability if you intend to. Enclosed is the draft Order we would be seeking.


We will be seeking the condo report, appraisal report and leases and agreements of purchase and sale for our client and TD.

Yours very truly,

LIPMAN, ZENER & WAXMAN LLP

Per: Anthony J. O' Brien
AJO/mf

This is Exhibit 10 referred to in the
affidavit of Brunder Chahal
sworn before me, this 12th
day of March 2017


A COMMISSIONER, ETC.

Tony O'Brien

From: Tony O'Brien [toobrien@rogers.blackberry.net]
Sent: Friday, March 09, 2012 6:14 AM
To: Tony O'Brien
Subject: Fw: TD Bank and 2012241 Ontario Ltd. matter

From: Domenico Magisano <dmagisano@blaney.com>
Date: Thu, 8 Mar 2012 19:37:02 +0000
To: 'toobrien@rogers.blackberry.net' <toobrien@rogers.blackberry.net>
Cc: 'Ira Smith' <ira@irasmithinc.com>; 'Robb English' <renglish@airdberlis.com>
Subject: RE: TD Bank and 2012241 Ontario Ltd. matter

I understand that your client is saying that it intends to pay out the bank but to date nothing has been finalized (at least to the Receiver's knowledge) so the Receiver must preserve the integrity of the upcoming sales process.

If your client has information that other bidders will not receive it will taint the sales process.

From: Tony O'Brien [mailto:toobrien@rogers.blackberry.net]
Sent: March 08, 2012 2:36 PM
To: Domenico Magisano
Subject: Re: TD Bank and 2012241 Ontario Ltd. matter

My client wish to pay out the Bank and take back their property so item 2 is no good. Its their property.

From: Domenico Magisano <dmagisano@blaney.com>
Date: Thu, 8 Mar 2012 19:31:42 +0000
To: 'Tony O'Brien' <TObrien@lzwlaw.com>
Cc: 'Robb English' <renglish@airdberlis.com>; 'Ira Smith' <ira@irasmithinc.com>
Subject: TD Bank and 2012241 Ontario Ltd. matter

Tony,

We are in receipt of the attached letter and have considered the request with my client. We will consider releasing the appraisal and the report of the condominium consultant on the following basis:

1. Your clients agree to keep the reports confidential;
2. Your clients (including the principals) confirm that they will not be involved, directly or indirectly, in any bid for the assets of the Respondent;
3. Your clients agree that the Receiver may share the same reports with TD Bank providing the same terms are met; and
4. The Receiver is not responsible for any loss to any party resulting from breach of the confidentiality agreement.

If your clients agree to the foregoing the Receiver will not oppose your proposed motion. Please provide us with a copy of the draft order which you will be seeking.

Yours truly

Dom

Domenico Magisano

Direct TEL 416.593.2996
Direct FAX 416.593.2977
dmagisano@blaney.com

Blaney McMurtry LLP
2 Queen Street East, Suite 1500
Toronto, Canada M5C 3G5
416.593.1221 TEL
416.593.5437 FAX
www.blaney.com

EXPECT THE BEST



**Blaney
McMurtry**
BARRISTERS & SOLICITORS LLP

This communication is intended only for the party to whom it is addressed, and may contain information which is privileged or confidential. Any other delivery, distribution, copying or disclosure is strictly prohibited and is not a waiver of privilege or confidentiality. If you have received this telecommunication in error, please notify the sender immediately by return electronic mail and destroy the message.

Consider the environment. Please don't print this email unless you really need to.

TAB 3

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)
JUSTICE SPENCE) MONDAY, THE 30TH DAY
OF JANUARY, 2012.

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

2012241 ONTARIO LIMITED

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**

ORDER

THIS MOTION, made by Ira Smith Trustee & Receiver Inc., in its capacity as Court Appointed Receiver of the Respondent (the "**Receiver**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the First Report of the Receiver dated November 24, 2011, and the Appendices thereto (the "**First Report**") and the Second Report of the Receiver dated January 24, 2012, and the Appendices thereto (the "**Second Report**") and on hearing the submissions of counsel for the Receiver, counsel for the Applicant and all others present, no other party

attending although duly served, counsel for Jagdev Dhaliwal (“**Dhaliwal**”) and 1730237 Ontario Inc. (“**1730237**”) not opposing the relief requested,

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that the Receiver is authorized, *nunc pro tunc*, to enter into a management contract with Y.L. Hendler Ltd. for the management of premises municipally known as 50 Sunny Meadows Blvd, Brampton, Ontario (the “**Condominium Complex**”) on the terms of the agreement at Appendix 9 to the Second Report.
3. **THIS COURT ORDERS** that the Receiver is authorized to retain Pelican Woodcliff Inc. as construction consultant to the Condominium Complex.
4. **THIS COURT ORDERS** that the Receiver is authorized to retain Lebow, Hicks Appraisal Inc. to provide an appraisal of the Condominium Complex.
5. **THIS COURT ORDERS** that English Prestige Property Management Inc. and English Prestige Contracting Inc. shall provide to the Receiver an accounting of all monies received from the Respondent and directs English Prestige Property Management Inc. and, upon counsel filing with the Court within 48 hours an affidavit of service on English Prestige Contracting Inc. English Prestige Contracting Inc. to deliver forthwith any and all invoices, receipts, correspondence, documents and or contracts relating to the Respondent.
6. **THIS COURT AUTHORIZES** but does not obligate the Receiver and its counsel to examine under oath any or all of Dhaliwal, Ravinder Chahal (“**Ravinder**”), and together with

Dhaliwal, the “**Principals**”), Ajay Shah (“**Shah**”), Harjinder Chahal (“**Harjinder**”), Paltu Kumar Sikder (“**Sikder**”), Parm Chahal (“**Parm**”) (subject, in respect of Parm Chahal, to counsel filing with the Court in 48 hours an affidavit of service on English Prestige Contracting Inc. and Parm Chahal) and Parm Singh Chahal (“**Singh**” and together with the Principals, Shah, Harjinder, Sikder, Singh and Parm are collectively the “**Examinable Parties**”) with respect to any and all matters relating to the property, assets or business of the Respondent or any dealing relating thereto.

7. **THIS COURT ORDERS** that should the Receiver serve a Notice of Examination in accordance with the *Rules of Civil Procedure*, R.S.O. 1990, Reg. 194 on any or all of the Examinable Parties, said Examinable Party(s) shall attend an examination under oath (an “**Examination**”) at the date, time and location prescribed in the Notice of Examination, on 5 days’ notice.

8. **THIS COURT ORDERS** that if an Examinable Party is required to attend an Examination it shall bring all books, records, correspondence or other information or documentation in its possession to said Examination and the Receiver shall be permitted to take copies of same.


9. **THIS COURT ORDERS** that Home Life /Miracle Realty Ltd and its broker of record, Ajay Shah, shall deliver forthwith any and all information, correspondence, documents and/or contracts, including, but not limited to any agency agreements, commission agreements, relating to the Respondent.

10. **THIS COURT ORDERS** that the relief sought in the within motion as against 1730237 be adjourned on the terms and conditions set forth in a separate Order in this matter dated January 30, 2012.

11. **THIS COURT ORDERS** that the actions of the Receiver and its counsel set forth in the First Report and the Second Report be and the same is hereby approved, subject, in respect of any property management issues addressed in the Second Report, to any objection raised by Mr. Chahal or Mr. Dhaliwal as officers of the Respondent within 7 days.

12. **THIS COURT ORDERS** that the Receiver's fees and disbursements for the period of October 6, 2011 to December 31, 2011 are approved.

13. **THIS COURT ORDERS** that the fees and disbursements of the Receiver's legal counsel, Blaney McMurtry LLP from November 16, 2011 to December 31, 2011 are approved.



Natasha Brown
Registrar

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

FEB 4 1 2012

NB

THE TORONTO-DOMINION BANK
Applicant.

and **2012241 ONTARIO LIMITED**
Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding Commenced at Toronto

ORDER

BLANEY McMURTRY LLP
Barristers and Solicitors
1500 - 2 Queen Street East
Toronto, ON M5C 3G5

Lou Brzezinski (LSUC# 19794M)
Domenico Magisano (LSUC# 45725E)
Grace Kim (LSUC# 55262D)
Tel: (416) 593-1221
Fax: (416) 593-5437

Lawyers for Ira Smith Trustee & Receiver Inc., court appointed
Receiver of 2012241 Ontario Limited

TORONTO DOMINION BANK
Applicant

- and -

2012241 ONTARIO LIMITED
Respondent

Court File No. CV-11-9456-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at
Toronto

MOTION RECORD

LIPMAN, ZENER & WAXMAN LLP
Barristers and Solicitors
1220 Eglinton Avenue West
Toronto, Ontario
M6C 2E3

ANTHONY J. O'BRIEN
Law Society Registration No. 27440E
Tel.: (416) 789-0652
Fax: (416) 789-9015

Solicitors for Chahal and Dhaliwal