

COURT FILE NUMBER 2101-00811
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

LA

Clerk's Stamp

FEB 17, 2022
O22687

PLAINTIFFS CANTECH OILFIELD EQUIPMENT LTD.,
CELINA CAI XING LUO, HUI YANG XU,
CHRISTINE YIN HUI, FANG YANG, KING CHI
HUNG, CHUNG YIN SIU, BAO JING MA, SING LIM
YEO, YEE KEN YEO, HON HING CHOI CHAN, JOY
LING CHAN, QIN LU, DAOJING FINANCIAL
CONSULTING LTD., MAGGIE TING HON, ROYAL
GREENLAND COMMUNITY LTD., KA FAI PUI,
NYUK JIN HUI, KAI WAH HUI, and BENJAMIN
JOSHUA HUI, SARA FAROUK EL-QUTUB, MAHER
FAREED SHAMLAWI, NECEIB MOUSSA, SALLY
FARHAT, GANESHA INVESTMENTS LTD., JENIFER
SHABAN ALI, JAFFAR ALI, ZAHIDA REHANA
KHAN, SAHEED MOHAMMAD TAKI, MOHAMED
HASSAN KHATTAB, 2027498 ALBERTA LTD. and
HARILEELA INVESTMENTS LTD.

DEFENDANTS ROXDALE GARDENS LTD., ROHIT SETHI also
known as ROY SETHI, ROHIT SETHI by and through his
trustee MELANIE J. LEIGH, YUVRAJ VERMA,
YUVRAJ VERMA by and through his trustee MELANIE J.
LEIGH, VIKAS KWATRA, and VIKAS KWATRA by and
through his trustee MELANIE J. LEIGH

AND IN THE MATTER OF THE RECEIVERSHIP OF
ROXDALE GARDENS LTD.

APPLICANT FTI CONSULTING CANADA INC., in its capacity as
Court-appointed Receiver and Manager of the assets,
undertakings and properties of ROXDALE GARDENS
LTD.

RESPONDENT CANCOM ROXDALE INC.

DOCUMENT **REDEMPTION ORDER – LISTING**

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY FILING THIS
DOCUMENT
Torys LLP
4600 Eighth Avenue Place East
525 - Eighth Ave SW
Calgary, AB T2P 1G1
Attention: Kyle Kashuba
Telephone: +1 403.776.3744
Fax: +1 403.776.3800

Redemption Order - Listing
17th February 2022

Arguelles

DATE ON WHICH ORDER WAS PRONOUNCED:	February 17, 2022
LOCATION OF HEARING:	Calgary Courts Centre, Calgary, Alberta
NAME OF JUSTICE WHO GRANTED THIS ORDER:	Madam Justice K.M. Horner

Upon the application of FTI Consulting Canada Inc., in its capacity as Court-appointed receiver and manager (the “**Receiver**”) of the assets, undertakings and properties of Roxdale Gardens Ltd. (“**Roxdale**”) (for the purposes of this Order, FTI, in its capacity as Receiver over Roxdale will be referred to herein as the “**Plaintiff**”), in respect of Cancom Roxdale Inc. (the “**Defendant**”) and upon reading the Statement of Claim, the Affidavit of Default, Value and Valuator’s Report dated February 7, 2022, the Certified Copy of Title and evidence of service thereof; and upon hearing counsel for the Plaintiff; and upon

- no one appearing for the Defendant
- hearing from the Defendant
- hearing from counsel for the Defendant;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. In this Order the mortgaged lands are the following:

PLAN 1821856
BLOCK 1
LOT 3
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 6.76 HECTARES (16.7 ACRES) MORE OR LESS

and

PLAN 1821856
BLOCK 1
LOT 4
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 2.79 HECTARES (6.89 ACRES) MORE OR LESS

2. The mortgage described in the statement of claim is a valid and enforceable mortgage over the mortgaged lands.
3. There is outstanding, due and owing to the Plaintiff under the mortgage the sum of \$8,365,606, as of November 15, 2021 (as set forth in the statement of secured indebtedness which is attached to this Order), plus costs on a solicitor and client basis as worded in the mortgage, plus interest thereafter at

the mortgage rate, plus other amounts chargeable under the mortgage (the “**Indebtedness**”). Prior to the entry of this Order the assessment officer may check the amounts claimed in the statement of secured indebtedness, including the particulars provided in the Affidavit of Default, Value and Valuator’s Report and the Plaintiff’s calculations. If the assessment officer returns this Order unentered then the Plaintiff may either submit a corrected order or seek the advice and direction of the Court. The requirement for service of documents prior to entry of this Order, set out in Rule 9.35(1)(a), is hereby waived.

4. The Defendant and subsequent encumbrancers have two weeks from service of this Order upon them to apply to vary the amount declared owing pursuant to the preceding paragraph with respect to any amounts not disclosed in the Affidavit of Default, Value and Valuator’s Report served in support of the application for this Order.
5. The Defendant or anyone else entitled to do so shall have until one (1) day from the Hearing of this Application (the “**Redemption Date**”) to repay the Indebtedness, failing which the mortgaged lands shall be offered for sale in the manner described in the judicial listing agreement attached to this Order. Subject to further Order of the Court, and subject to paragraph 14 of this Order, this Action is stayed until the Redemption Date.
6. If the Defendant, or anyone entitled to do so, repays the Indebtedness prior to the mortgaged lands being sold or foreclosed in these proceedings, then the Plaintiff shall provide to the person who paid the Indebtedness, at the election of such person, either a registrable discharge of the mortgage, or a registrable transfer of the mortgage.
7. Provided that the mortgage has not matured, if the Defendant, or anyone entitled to do so, pays all arrears owing under the mortgage, including solicitor and client costs as worded in the mortgage, then this Action is stayed so long as payments under the mortgage remain current.
8. If the Indebtedness has not been repaid by the Redemption Date then the mortgaged lands shall be listed for sale with a licensed real estate agent (the “**Realtor**”) to be selected at the sole discretion of the Plaintiff, upon the terms and conditions mentioned in the directions to realtor attached to this Order.
9. The Realtor shall be entitled to post a “FOR SALE” sign of the type customarily posted by a realtor at a conspicuous location on the mortgaged lands, which sign shall remain during the period of the judicial listing and shall not be interfered with by any person.
10. At the commencement of or during the period of the judicial listing ordered herein, the Defendant and any person in possession of the mortgaged lands shall cooperate with the Realtor, and shall allow access to the mortgaged lands to the Realtor, any representative of the Realtor, to take the measurements of the subject property.
11. During the period of the judicial listing ordered herein, the Defendant and any person in possession of the mortgaged lands shall cooperate with the Realtor, and shall allow access to the mortgaged lands to the Realtor, any representative of the Realtor, any other realtor approved by the Realtor, and any prospective purchaser, upon receiving twenty-four (24) hours written notice given by the Realtor for a viewing between 6:00 A.M. and 10:00 P.M. As the mortgaged lands do not have a building structure thereon and are vacant lands, the Realtor, together with any interested parties, shall have the right to access and view the mortgaged lands.

12. Any and all existing and/or other real estate listings relative to the mortgaged lands/subject property are hereby cancelled subsequent to the Redemption Date and during the period of the judicial listing ordered herein.
13. The local Real Estate Board shall allow the Plaintiff's realtor to place their listing on the Multiple Listing Service without the requirement for measurements of the subject property or access to the subject property.
14. If the mortgaged lands become vacant or abandoned during the course of this action then the Plaintiff may enter the mortgaged lands for the purpose of doing any and all things necessary to preserve them, and the Plaintiff shall not be considered a mortgagee in possession or trespasser.
15. With respect to the annexed statement of secured indebtedness:
 - (a) where nothing is claimed with respect to the listed category, the word "nil" shall be inserted opposite, and,
 - (b) where amounts are claimed for any of items 4 through 12, documents substantiating such claims shall be provided in affidavit form to the assessment officer for review prior to the entry of this Order.
16. The Defendant shall be served by email at sbvmcorp@gmail.com, yuvraj_verma@hotmail.com, vikaas@kkwatra.com, and rohitemail@yahoo.com as these are the shareholders/directors of the Defendant or by mail at 3798 21 Street NW, Edmonton, Alberta T6T1P3 (which is the mailing address for one of the Defendant's Directors, Yuvraj Verma according to a Corporate Search result conducted against the Defendant). The subsequent encumbrances noted on the Certificates of Title shall be served with a copy of this Order by email, fax or ordinary mail at the address set out on the Certificate of Title, within an instrument registered against same, or in a Corporate Search result against such entity.
17. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the subject lands, being legally described as Plan 1821856, Block 1, Lots 3 and 4, which charge shall not exceed an aggregate amount of \$550,000, as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of the Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the subject lands in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any person or entity.
18. The requirement for an Affidavit of Value, unredacted, to be filed before an Application is filed for a redemption order, set out in Rule 9.30, and Rule 9.4(2), of the *Alberta Rules of Court* are hereby waived.
19. The requirements under Section 60 of the *Personal Property Security Act*, Alberta, and Section 191.1 of the *Land Titles Act*, are hereby waived.
20. The Receiver is hereby empowered and authorized, but not obligated, to register a copy of this Order and any other orders in respect of the lands against title to any of the lands, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c L-4, or the provisions of any other similar legislation in any other province or territory,

and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as receiver of Roxdale and not in its personal capacity.

21. Service of notice of this Application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this Application, and time for service of this Application is abridged to that actually given.

22. The Plaintiff shall have leave to apply to:

- (a) set aside this Redemption Order;
- (b) vary the Redemption Period;
- (c) change the listing Price set out in this Order; or
- (d) for deficiency judgment,

in the event that they obtain a further appraisal on possession that is significantly different in condition than the appraisal obtained for the purpose of this Application.



Justice of the Alberta Court of Queen's Bench

Judicial Listing Agreement

TO: The Realtor

1. You are hereby given authority as an officer of the Court of Queen's Bench of Alberta to list for sale the mortgaged lands with the Multiple Listing Service, if any, in effect in the area in which the property is located.
2. The mortgaged lands shall be offered for sale subject to registered encumbrances, liens and interests prior to the Plaintiff's mortgage but free and clear of all registered encumbrances, liens and interests subsequent to the Plaintiff's mortgage and any subsequent encumbrances whose rights supersede the Plaintiff's mortgage.
3. The listing price shall be \$3,400,000 or such higher price as you may recommend after a comparative market analysis is conducted by you prior to the commencement of this judicial listing.
4. The listing shall take effect on the later of the day after the Redemption Date or the date the listing is accepted in writing by the Realtor, and shall continue for a period of 90 days thereafter.
5. Within a reasonable period of time of receiving any offer, you shall forward a true copy of the said offer to counsel for the Plaintiff. If the offer is insufficient to pay out the Plaintiff it may be rejected by the Plaintiff. Otherwise counsel for the Plaintiff shall either apply without notice to reject such offer or apply on notice for the Court to consider that offer. Where the Plaintiff rejects an offer, or obtains an Order without notice rejecting an offer, it shall forthwith serve the Defendant and subsequent encumbrancers with a copy of such offer.
6. If no offers are received during the listing period, you shall so advise counsel for the Plaintiff in writing, immediately following the expiry of the judicial listing.
7. In the event that, as a result of the listing, a purchaser is introduced whose offer is accepted by the Court, and the transaction is completed by the purchaser paying the full purchase price and title is registered in the name of the purchaser or its nominee, then, in such event, you will receive a commission as agreed to in writing by the Receiver.
8. You shall have a first charge against the sale proceeds in the amount of any commission payable hereunder. If the Court accepts an offer to purchase and the purchaser fails to complete the purchase, and the Court does not order relief from forfeiture of the deposit, you will retain, as compensation for services rendered, fifty per cent (50%) of the said deposit (provided such amount does not exceed the commission payable had the sale been fully completed) and you will pay the balance of the deposit to counsel for the Plaintiff to be applied against the Indebtedness.
9. If the Defendant, any subsequent encumbrancer, or anyone else entitled to do so, pays all principal, interest and other amounts owing under the mortgage at any time after the judicial listing takes effect until the expiry of the judicial listing, or brings the mortgage current after the Judicial Listing takes effect, there shall be paid as part of the costs of redemption, the reasonable expenses incurred by you as the Realtor during this judicial listing and such reasonable compensation as the Court may Order on application, and after the judicial listing, the costs of any Market Analysis required in this action.
10. All offers submitted pursuant to the judicial listing shall, subject to further order of the Court:
 - (a) be in writing and shall be signed by the offeror; and

- (b) be subject to the approval and acceptance by the Court on such terms as the Court considers appropriate; and
 - (c) provide for a possession date to be determined by the Court; and
 - (d) contain and be subject to the terms and conditions as are contained in Schedule "A" which are attached to this Judicial Listing Agreement; and
 - (e) be accompanied by a certified cheque or money order payable to your real estate company for the deposit amount referred to in the offer.
11. Nothing in the listing shall:
- (a) affect the right of the Defendant or anyone else entitled to do so to pay all principal, interest and other amounts owing under the mortgage, or to bring the mortgage current or to privately sell the mortgaged lands;
 - (b) affect the Plaintiff's right to make a proposal to purchase the mortgaged property, if applicable or otherwise acquire or obtain title to the mortgaged property after the expiry of the judicial listing without liability for any real estate commission or any other compensation payable to the Realtor hereunder;
 - (c) create or impose any liability on the Plaintiff or the Court for the payment of any real estate commission or other compensation arising out of this listing.
12. The terms of the listing may be modified by the Court on application of any party or subsequent encumbrancer on five days' notice.

ACCEPTED *SELECT DATE*

By: _____
An Agent licensed pursuant to the
Real Estate Act, RSA 2000, c R-5

SCHEDULE "A" TO THE REAL ESTATE PURCHASE CONTRACT

Entered into between THE COURT OF QUEEN'S BENCH OF ALBERTA (the "Seller")

And

Buyer Name (the "Buyer")

The terms of this schedule replace, modify or add to the terms of the agreement of purchase and sale (the "Real Estate Purchase Contract") to which this schedule is attached. Where there is any inconsistency between the terms of this Schedule and the Real Estate Purchase Contract, the provisions of this Schedule shall prevail.

As is – Where is

1. The Buyer acknowledges and agrees to purchase the mortgaged lands, all buildings and improvements located on the mortgaged lands (the "Property"), and any and all fixtures ("Attached Goods") (if any) and chattels ("Unattached Goods") included in the Real Estate Purchase Contract or included in the sale of the property, "as is" and agrees with the Seller that neither the Seller, nor its agents or representatives have made any representations or warranties with respect to the Property or any Attached Goods or Unattached Goods included in the sale of the Property. Without limiting the generality of the foregoing, the Buyer agrees that neither the Seller nor its agents have made any representations or warranties with respect to:
 - (a) the condition of any buildings or improvements located on the Property;
 - (b) the condition of any Attached Goods or Unattached Goods included in the Real Estate Purchase Contract or otherwise sold with the Property;
 - (c) whether the Property complies with any existing land use or zoning bylaws or regulations, or municipal development agreements or plans;
 - (d) the location of any buildings and other improvements on the Property and whether such location complies with any applicable municipal bylaws or regulations;
 - (e) whether or not any buildings or improvements located on the Property encroach onto any neighbouring lands or any easements or rights of way;
 - (f) whether or not any buildings or improvements located on any neighbouring lands encroach onto the Property;
 - (g) the size and dimensions of the Property or any building or improvements located thereon;
 - (h) whether or not the Property is contaminated with any hazardous substance; and
 - (i) whether or not any of the buildings or other improvements located on the Property have been insulated with urea formaldehyde insulation.

Ownership of Unattached Goods

2. The Buyer agrees that the Seller is selling only such interest as it may have in any Attached goods or Unattached Goods referred to in the Real Estate Purchase Contract, or which may be located on the Property, and the Seller does not warrant that it has title to such Attached Goods or Unattached Goods. Further, the Buyer agrees that the Seller will not be liable for the removal of any chattels found on the Property prior to or on the date of closing. On closing, the Buyer may have possession of the Attached Goods and Unattached Goods which are then on or about the Property on an “as is” basis, and the Seller will not provide a Bill of Sale, Warranty, or other title document to the Buyer. Further, there will be no adjustment or abatement of any kind to the Purchase Price with respect to any Attached Goods or Unattached Goods.

Real Property Report & Compliance

3. The Seller is not required to provide the Buyer with a real property report or compliance certificate. Should the Seller provide the Buyer with a copy of a survey or real property report, the Buyer agrees that any use of or reliance upon such document shall be at the Buyer’s own risk. The Buyer must satisfy itself that the survey or real property report which the Seller might provide accurately reflects the Property and the buildings and improvements located thereon as they currently exist and the Seller shall not be responsible for any errors or omissions which might exist on such document. The Seller does not represent or warrant the accuracy or validity of the said survey or real property report or compliance certificate.

Condominium

4. If the Property is a condominium:
 - (a) the Seller is not required to provide any condominium documentation to the Buyer and the Buyer shall be solely responsible to obtain any condominium documentation he may require. Without limiting the generality of the foregoing, the Buyer may obtain on his own and at his sole costs and expenses any estoppel certificate, copy of the condominium bylaws and financial statement for the Condominium Corporation that he may require;
 - (b) the Buyer must satisfy himself with the condition of the condominium unit, the common property, and the financial condition of the condominium corporation and agrees that neither the Seller nor its agents, have made any representations or warranties pertaining to same including, without limiting the generality of the foregoing, the adequacy of any reserve fund the condominium corporation might have, any potential special assessments which might be levied by the condominium corporation or the existence of any legal actions pending against the condominium corporation;
 - (c) the Seller shall be responsible for amounts payable up to the closing date on account of any condominium fees and special assessments levied by the condominium corporation.

Goods and Services Tax (GST)

5. In addition to the purchase price payable thereunder, the Buyer shall pay to the Seller and indemnify the Seller against all Goods and Services Tax (“**GST**”) payable on the purchase price as required by the *Excise Tax Act*. The Seller will not provide to the Buyer a Certificate of Exempt Supply, or any other certificate certifying that this purchase and sale transaction is not subject to the Goods and Services Tax. Should the Seller fail to collect GST from the Buyer, it shall not be construed by the

Buyer as a certification by the Seller that no GST is payable by the Buyer hereunder, and the Buyer shall remain liable for any GST which might be payable with respect to this transaction.

Acceptance by Facsimile

6. The Seller and Buyer agree that this contract may be signed in counterpart, and the acceptance of this offer communicated or confirmed by facsimile transmission shall be binding upon the parties. The Buyer agrees to promptly deliver an executed original Real Estate Purchase Contract to the Seller.

Foreclosure Proceeding

7. This offer is being made pursuant to or in a Court of Queen’s Bench foreclosure proceeding and, as such, the Offer may be accepted only by Order of said Court and is subject to the terms of that Order. Any agreement arising out of the Seller’s acceptance of this Offer is conditional upon the approval thereof by the said Court.

Buyer’s Initial

Click to select date

Date

Statement of Secured Indebtedness

1.	Principal	\$ 6,899,800
1(a).	Amounts included in principal other than the amount lent (such as enforcement legal fees already paid by the Plaintiff) <i>Insert Details</i>	\$ TBD
2.	Interest at date of Affidavit of Default, Value and Valuator's Report <i>(owing as at Nov/15/2021)</i>	\$ 1,465,806
3.	Interest at the mortgage rate from date of Affidavit of Default (<i>Select Date</i>) to date of Order (<i>Select Date</i>) [Per diem: \$3,39.46]	\$ <i>Amount</i>
4.	Tax paid	\$ TBD
5.	Property maintenance paid	\$ <i>Amount</i>
6.	Occupancy inspections paid	\$ <i>Amount</i>
7.	Insurance paid	\$ <i>Amount</i>
8.	NSF Fees paid (\$25 X <i>Amount</i>)	\$ <i>Amount</i>
9.	Prior mortgage arrears paid	\$ <i>Amount</i>
10.	Condominium Fees paid	\$ <i>Amount</i>
11.	Homeowners Association Fees paid	\$ <i>Amount</i>
12.	Any other amounts paid under the mortgage	\$ <i>Amount</i>
TOTAL DUE TO PLAINTIFF AT DATE ORDER GRANTED <i>(excluding costs)</i>		\$ 8,365,606