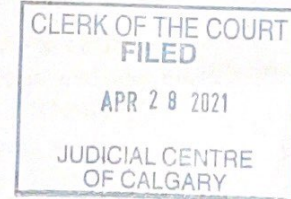


Clerk's Stamp

COURT FILE NO. 1801-04745

COURT Court of Queen's Bench of Alberta

JUDICIAL CENTRE Calgary



PLAINTIFF(S) **HILLSBORO VENTURES INC.**

DEFENDANT(S) **CEANA DEVELOPMENT SUNRIDGE INC.
IN THE MATTER OF RECEIVERSHIP OF CEANA DEVELOPMENT
SUNRIDGE INC.**

DOCUMENT Affidavit

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING
THIS DOCUMENT

Ajaypal Singh
Dhillon

AFFIDAVIT OF

Ajaypal Singh Dhillon

Sworn (or Affirmed) on

April 23, 2021

I, Ajaypal Singh Dhillon

of Alberta, SWEAR/AFFIRM AND SAY THAT:

1. I am a purchaser of the Unit, as defined below and as such, I have personal knowledge of the facts deposed to herein, except where stated to be upon information and belief, in which case I believe the same to be true.
2. On or about 08 July 2017, I entered into a purchase purchase contract with Ceana Developement Sunridge Inc. ("Ceana") for the purchase of a commercial condominium unit (the "Unit") located at 2255-32 Street N.E. Calgary, Alberta, (the "PSA"). (Exhibit "A")
3. Through the proceeding of this Court Action Number 1801-04745, it has come to my knowledge that the funds were not used for the intended purpose. Evidence is that they were moved out to related parties or used for other purposes.. The facts of funds being moved out of Ceana Development Sunridge Inc. accounts and into related parties is shown in receiver's Third Report (para 43 (sources and uses schedule & appendix "F" dated December 09,2020))
4. It has come to my attention the "Unit" for which I had signed PSA dated 08 July, 2017, Exhibit "A" of this affidavit dated 23 April, 2021, has been sold to another party. This appears to me to be a fraudulent transaction, where one piece of property is sold to 2 different parties and deposits from both are collected. Funds are purposely co-mingled with the understanding of privacy to information under corporate veil of other related companies with the intention to hide the traceability into related parties or their Bank accounts by management of Ceana Development Sunridge Inc, with the knowledge of the accountant Ms. Simeen Gaidhar-Bhanji (which happens to be the daughter of Bahadur (Bob) Gaidhar (director of Ceana Development Sunridge Inc.)
5. My family has been negatively affected by the misappropriation of funds by Mr. Gaidhar and his family through the Ceana project. There is not a moment that passes, where I am not thinking of the financial loss caused to me. I am constantly thinking of how I will repay the borrowed money I had used to support the Ceana project. Everyone deserves to know the truth behind the missing funds and urge the court to initiate an investigation.
6. Through this affidavit I fully support Mr. Sukhdeep Dhaliwal's application for access to information and request the court order an investigation into Ceana and its management's misconduct.

SWORN (or affirmed) BEFORE ME

on April 23, 2021

at Calgary

, Alberta

(Commissioner for Oaths in and for the Province of Alberta)

(Print Name and Expiry of Lawyer/Student-at-Law/Commissioner or JP)

(Signature)

AJAYPAL SINGH DHILLON

(Print Name)

This is Exhibit "A" referred to in the affidavit (or statutory declaration) of Ajay Pal Singh Dhillon sworn (or affirmed or declared) before me this 23 day of April, 2021.

GURPREET AULAKH
Barrister, Solicitor and Commissioner for Oaths in and for the Province of Alberta

THE PURCHASER MAY, WITHOUT INCURRING ANY LIABILITY FOR DOING SO, RESCIND THIS AGREEMENT WITHIN 10 DAYS OF ITS EXECUTION BY THE PARTIES TO IT, UNLESS ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO THE PURCHASER, UNDER SECTION 12 OF THE CONDOMINIUM PROPERTY ACT, R.S.A. 2000, c. C-22, HAVE BEEN DELIVERED TO THE PURCHASER NOT LESS THAN 10 DAYS PRIOR TO THE EXECUTION OF THE AGREEMENT BY THE PARTIES TO IT.

PURCHASE CONTRACT

SUNRIDGE JUNCTION

2255 - 32nd Street NE, Calgary, Alberta

Aj to Ajman Consulting Ajay Pal Singh Dhillon
5 Badstone Manor, Calgary, Alberta.

(the "Purchaser")

hereby offer and upon acceptance by CEANA DEVELOPMENT SUNRIDGE INC. (the "Vendor") agree to purchase from the Vendor, in the manner and on the terms and conditions set forth and for the price hereinafter mentioned:

Condominium Plan: T 3 U
Legal Unit No: T 3 U (the "Unit")
Unit Factor: T 3 U undivided one ten thousandth shares in the common property (the "Unit Factor")

municipal address: Unit C2015 2255 - 32nd Street NE
Calgary, Alberta

Project known as: Sunridge Junction (the "Project")

and title to the Unit shall transfer to the Purchaser upon closing of the transactions herein contemplated (subject to the provisions of this Agreement), provided however, that the parties acknowledge and agree that (i) the Unit number and/or municipal address may be subject to change; and (ii) the Unit Factor has been determined on the basis of anticipated unit maintenance costs and unit areas and may be subject to change upon final approval of plans by the City of Calgary.

The total purchase price to be paid by the Purchaser to the Vendor for the Unit (the "Purchase Price") shall be:

\$ 729125 Price of Land and Unit without GST
*Based on \$ 475 (price per sq. ft.) x 1535 sq. ft. (size of Unit)
\$ 3645625 Plus federal goods and services tax ("GST") at 5%
\$ 765581-25 TOTAL PURCHASE PRICE

On or before the Confirmed Occupancy Date, the Purchaser shall provide the Vendor with a certificate from a senior officer of the Purchaser (or a statutory declaration from the Purchaser if the Purchaser is not a corporation) stating that the Purchaser is registered with the Canada Revenue Agency for the purposes