

COURT FILE NUMBER: 1801-04745

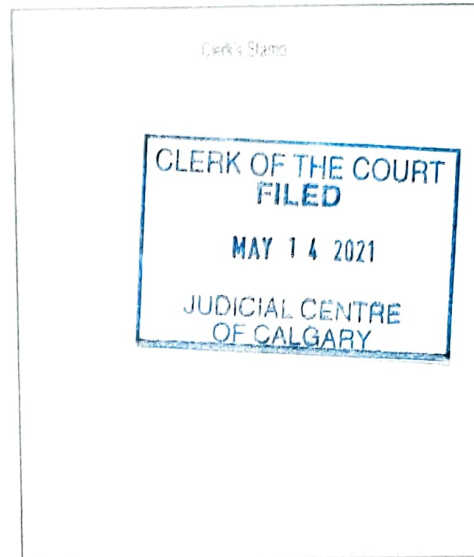
COURT: COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE: CALGARY

PLAINTIFF: HILLSBORO VENTURES INC.

DEFENDANT: CEANA DEVELOPMENT SUNRIDGE INC.

**DOCUMENT: RESPONSE TO STATEMENT AND BRIEF OF
BAHADUR (BOB) GAIDHAR**



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DOCUMENT: RESPONSE TO STATEMENT AND BRIEF OF
BAHADUR (BOB) GAIDHAR

**ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT** SUKHDEEP DHALIWAL
28 CASTLEBROOK PL NE
CALGARY, AB T3J 1V8
Email: GDCL@LIVE.COM
Phone: 403 681 6051

1. I, Sukhdeep Singh Dhaliwal, the applicant, am a purchase depositor of a project originally developed by Ceana Development Sunridge Inc. ("Ceana Sunridge")
2. In response to the issues as listed in the statement of brief of defendant, Bahadur (Bob) Gaidhar to the Application of Sukhdeep S. Dhaliwal paragraphs 2 through 10 of the Brief of Bahadur (Bob) Gaidhar, Sukhdeep Dhaliwal responses as follows:

- a. ***"At all material times, shares in Ceana Development Sunridge Inc. were owned by Ceana Development Inc."***

Response: Mr. Gaidhar is a sole shareholder and director of Ceana Development Inc.

"Ceana Sunridge is wholly owned by Ceana Development Inc., Ceana Development Inc is 100% owned by Mr. Gaidhar who is also sole director of Ceana Sunridge" (Receiver's First Report Background and Overview, para. 10)

Therefore Mr. Gaidhar has all the powers to act for Ceana Development Inc.

- b. ***"Bob Gaidhar acknowledges receiving on behalf of the Corporation, Ceana Development Sunridge Inc., the following:***
 - a) ***December 15, 2015 \$100,000 in two cheques, No. 32 and No. 42;***
 - b) ***\$100,000; and***
 - c) ***\$122,196.13******All of which were received as Joint Venture Deposits and in return for which Sukhdeep Dhaliwal, Mandeep S. Mavi and Rajinder Mavi received 318 Class C Non-Voting Common Shares of the Corporation represented in Certificate 31C."***

Response to 2.b(a): The claim in this item is false. Cheque No. 32 and No. 42 are the amount paid as a deposit for CRU (5 and 6). Proof is attached as Exhibit A of this response brief. The receipt shows the total of Cheque No. 32 and No. 42 with Bob Gaidhar's signature along with a comment stating *"Remainder of 25% on Jan 15th 2016"*.

The question arises that if funds were for JV then why did Mr. Gaidhar asked for a balance of 25% of the purchased amount of Building C(CRU 5 and 6) for which the applicant complied as per the PSA dated 09 December 2015.

Response to 2.b(b): The claim in this statement is clearly incorrect as there were no payment or cheques issued which make up a total of \$100,000.

Response to 2.b(c): The claim in this item is also false as the amount of \$122,196.13 is accounted for purchase deposit as deposit receipt attached as exhibit "B" of this response brief. This deposit receipt for CRU (5 and 6) is for the sum of \$334,714.13 encompassing the payment of Item

- \$100,000 (Sum of Cheque #32 and #42)
- \$112,515 (Sum of Cheque #43, #33, #44, #120 and Draft 76306410, 77294730)
- \$122.196.13 (Draft 76306940) this is deposited in Canadian Western Bank clearly stating in the deposit book entry that it is for Building C (See Exhibit "C").

Mr. Gaidhar is stating in his brief response these funds are for JV where he has issued proof receipts to the applicant indicating these were in fact deposits for the PSA for Building C. Mr. Gaidhar is providing contradictory statements where he is failing to acknowledge his own provided records and their intentions.

The JV contract signed is for the amount of \$318,772 and the above amounts provided by Mr. Gaidhar totalled to an amount of \$322,196.13. Mr. Gaidhar is providing false statements to show the court that the amount of \$322,196.13 is a close amount for which he issued a share certificate for 318 class C shares.

Even if we agree with Mr. Gaidhar's claim, which we do not, that \$322,196.13 was accounted for JV contract investment. The total funds paid by the applicant are for the amount of \$438,465.63. If we deduct \$318,772 as JV and \$63754.50, the loaned amount to Ceana Development Inc as per agreement, there is still a balance of unaccounted \$55,939.13 outstanding. This amount of \$55,939.13 should be considered as purchase deposit in trust towards PSA and should be

returned from the balance of trust funds as the applicant is in a similar position as the applicants Mr. Mounir and Eureka, who were awarded trust funds through an order passed on February 05, 2021.

The share certificate 31C issued is invalid as it is referenced to JV agreement dated September 1, 2016 (no JV agreement of such date exists with applicant). The names on the share certificate are Sukhdeep Dhaliwal, Mandeep Mavi, and Rajinder Mavi. Mr. Rajinder Mavi has never signed any JV agreements and provided a cheque for the amount of \$40,000 to Ceana Development Sunridge Inc towards purchase for Building C as stated by the memo on Cheque #004, "Deposit HW Building C CRU 5 & 6". Mr. Gaidhar accepted, deposited, and acknowledged the funds as such. Mr. Rajinder Mavi provided these funds in trust to Mr. Gaidhar towards purchase of Building C and never received any documentation. These funds should be considered as a deposit or a loan to Ceana Development Sunridge Inc. which should be returned from the estate.

- c. ***"Any and all funds received from Sukhdeep S. Dhaliwal or his associates, Mandeep S. Mavi and Rajinder Mavi, were received as Joint Venture Deposits."***

Response: The above statement is false and incorrect as the funds paid by applicants are much greater than JV agreement amounts. Mr. Gaidhar is also wrong in the regard, as Mr. Gaidhar has signed JV with the applicant and Mr. Mandeep Mavi, **not** Mr. Rajinder Mavi. The onus is on Mr. Gaidhar to prove evidence Mr. Rajinder Mavi has signed a JV agreement. The JV agreement signed by the applicant has been previously submitted in these proceedings in section D1601 on caselines, which is missing any reference to Mr. Rajinder Mavi as a JV investor.

Furthermore, the applicant is in possession of receipts for the deposit amounts for the sole purpose of purchase agreements and a letter of possession stating, "This is to confirm that you will get the possession of Building "C" in the month of May 2018.

- d. ***"All funds received were used for the purpose of the purchase of the said lands or construction of the project on the said lands or management fees as anticipated by the JV Agreement."***

Response: Mr. Gaidhar has failed to provide documentation to requesting parties and did not use all the funds in the project as the evidence is otherwise. The Receiver's Sources and Uses analysis points the fact the funds were immediately moved out into related party accounts and Mr. Gaidhar has provided no such evidence that the funds were used for the project.

- e. ***"10. In response to the relief requested by Sukhdeep S. Dhaliwal, at paragraph 35. 1) through 7), Bob Gaidhar responds as follows:
"1) Request the court to order Ceana Development Inc. to refund the loaned amount of \$63,754.50 plus interest of \$4675.33 (2% simple interest for 3 years 8 months to date) to the applicant."***

Response: Although Bob Gaidhar has no authority to provide commentary or response on behalf of Ceana Development Sunridge Inc., the request seeks an Order against Ceana Development Inc., which is not a party to these proceedings."

Response: Mr. Gaidhar is a sole shareholder and director of Ceana Development Inc. as per receiver's First Report Background and Overview paragraph 10.

"Ceana Sunridge is wholly owned by Ceana Development Inc., Ceana Development Inc is 100% owned by Mr. Gaidhar who is also sole director of Ceana Sunridge".

Therefore Mr. Gaidhar has all the powers to act and respond for Ceana Development Inc.

3. It was never the intention of the applicant to be a JV partner in the Ceana project as the funds forwarded to Ceana Development Sunridge match exactly to the original PSA and updated PSA to exact amount. The JV agreement amounts are different and can not be verified by any formula to reflect the \$318,772 amount in the JV agreement. The

applicant was purposely mislead to sign JV by Mr. Gaidhar to cover up his failure to create a trust for these funds or to forward them to KH Dunkley as required by PSA.

4. Although the applicant argues that his funds were misrepresented as being in the JV, the court considers the JV contract of \$318,772 to be valid. Therefore the difference of \$55,939.13 over contribution should be returned to the applicant.
5. There are a lot of misrepresentations and contradicting evidence provided by Mr. Gaidhar with disregard to court's directions for providing requested information. Due to Bob Gaidhar's failure to follow directions from the court, the applicant has suffered irreparable damage.
6. The applicant requests the court to review evidence coming to light in every application, and put more emphasis on crucial details of documentation provided in these proceedings so as to deliver justice.

Submitted this 14th Day of May, 2021

ALL OF WHICH IS RESPECTFULLY SUBMITTED



Per: Sukhdeep S. Dhaliwal
(Applicant)

EXHIBIT 'A'

CEANA DEVELOPMENT SUNRIDGE INC.

DEPOSIT RECEIPT

Address: CRV 526., 2255 - 32nd Street NE, Calgary, Alberta

This letter hereby confirms that **CEANA DEVELOPMENT SUNRIDGE INC.** has received your deposit in the sum of:

\$ 100,000.00

Such deposit was received by **CEANA DEVELOPMENT SUNRIDGE INC.** on:

100,000 24/11
70,000 + 42
30,000 + 32
100,000

CONFIRMED by the Purchaser:

Signed: _____

Name: _____

ACKNOWLEDGED by **CEANA DEVELOPMENT SUNRIDGE INC.**

Signed: _____

Name: _____

Receipt of 25% on ~~Dec~~ ^{Jan.} 15th 2016

B
SP
B
SP

EXHIBIT 'B'

CEANA DEVELOPMENT SUNRIDGE INC.

DEPOSIT RECEIPT

Address: CRUSEA, 2255 - 32nd Street NE, Calgary, Alberta

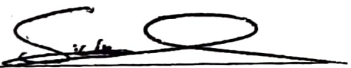
This letter hereby confirms that **CEANA DEVELOPMENT SUNRIDGE INC.** has received your deposit in the sum of:

\$ 334,714-13

Such deposit was received by **CEANA DEVELOPMENT SUNRIDGE INC.** on:



CONFIRMED by the Purchaser:

Signed: 

Name: SUKHDEEP S. DHALIWAL

ACKNOWLEDGED by **CEANA DEVELOPMENT SUNRIDGE INC.**

Signed: 

Name: BOZGA INHAR

CHEQUES

[illegible]

TOTAL # OF US CHEQUES		
US CHEQUES	\$ _____ @ _____ (exchg rate) = CDN \$	
TOTAL # OF CDN CHEQUES		
TOTAL CDN CHEQUES	\$	
TOTAL CHEQUES (c + d)	\$	122145 5
CARRY FORWARD		



CANADIAN WESTERN BANK

TRANSIT NO.		DATE	
CREDIT CUSTOMER NUMBER			ACC
1531R2015C			
NAME		Cigna Dev. c	
DEPOSITED BY		[Signature]	

x 5
x 10
x 20
x 50
x 100
TOTAL \$ OF
CANTON # OF
OTHER COIN ROLLED
OTHER COIN LOOSE

LOOSE			
SUB-TOTAL	\$		(a)
CDN CASH			
TOTAL # US			
BILLS			
SUBTOTAL			
US CASH			(b)
@ _____ (exchg rate)			
= CDN \$			
TOTAL CASH	\$		
(a + b)			
TOTAL CHEQUES	\$		
(BROUGHT FORWARD)			
TOTAL DEPOSIT	\$	122496	13