

COURT OF APPEAL FOR ONTARIO

IN THE MATTER OF SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS AMENDED, SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990 C. C.43, AS AMENDED AND SECTION 68 OF THE *CONSTRUCTION ACT*, R.S.O. 1990, C. C30

BETWEEN:

C & K MORTGAGE SERVICES INC.

Applicant (Respondent in Proposed Appeal)

- and -

CAMILLA COURT HOMES INC. and ELITE HOMES INC.

Respondents

AFFIDAVIT OF JANAK BHAWNANI

(Sworn September 30, 2020)

I, JANAK BHAWNANI, of the City of Mississauga, in the Province of Ontario, **MAKE OATH AND SAY:**

1. My wife, Sharmila Bhawnani, and I are the buyers of the property municipally known as 180 Mateo Place, in Mississauga (the “**Property**”) pursuant to an Offer to Purchase we signed on September 10, 2020, which Rosen Goldberg Inc., in its capacity as Court-appointed receiver (the “**Receiver**”) of the Property, accepted on September 11, 2020 (the “**APS**”). Under the terms of

the APS, we paid the Receiver a deposit equivalent to ten percent of the purchase price. The transaction is scheduled to be completed on November 5, 2020. There are no buyers' due diligence conditions under the APS, as we were determined to submit a clean offer.

2. My wife and I were recently told by our real estate agent, Ritika Malkani ("**Ritika**"), that an Order of the Court permitting the Receiver to disclaim a prior agreement of purchase of sale in respect of the Property, entered into by Elite Homes Inc., is the subject of an appeal. I am swearing this Affidavit in the appeal proceeding in order to protect our rights under the APS.

3. My wife and I presently own and reside at 5912 Hemingway Road, in Mississauga, together with our 24 year old daughter, who is a paralegal, and my wife's mother, who is 92 years old.

4. We first learned that the Property was for sale from Ritika, who saw the listing on MLS. We had been searching for a larger home to accommodate my mother-in-law in a bedroom on the ground floor with her own full bathroom, as she has difficulty climbing stairs, and to give our daughter a home office. Our current home is too small and does not meet these requirements.

5. We submitted our offer to the Receiver because the Property met our criteria and because the Property is less than a five minute drive from the Trillium Health Partners-Mississauga Hospital, where my mother-in-law's health care professionals are located. Our current home is approximately 15 kilometres farther away.

6. The closing date of November 5, 2020 under the APS was specified by us for important, symbolic reasons. We are observant Hindus. The festival of Dwali falls on November 14 and November 5 is an auspicious date relative to Diwali.

7. In reliance on our rights under the APS, on September 12, 2020, we listed our current home for sale on MLS. Our home has generated significant interest and there have been many visits by prospective buyers. I am advised by Ritika that she expects that we will receive an offer for within the next seven days.

8. We are very concerned that if the appeal is permitted to proceed, and the Receiver is prevented from completing the sale of the Property to us as scheduled, that we will be forced to terminate the listing of our current home. I am advised by Ritika that if the listing is abruptly terminated at this late stage in the sale process that it could stigmatize our home in the market and result in the price that we will eventually fetch for it being suppressed.

9. In reliance on our rights under the APS, I have also paid a deposit of approximately \$6,000 to buy new appliances for the Property and a deposit of approximately \$5,000 to buy window coverings. I am concerned that these deposits will be forfeited if we are unable to complete our purchase of the Property as scheduled.

SWORN BEFORE ME by video conference at the City of Toronto, in the Province of Ontario on September 30, 2020.



Commissioner for Taking Affidavits
(or as may be)

LSO No. 724270



JANAK BHAWNANI