



NO. S247413
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

THE TORONTO-DOMINION BANK

PETITIONER

AND:

UPPAL FARMS & GREENHOUSES LTD., BHALVINDER KAUR
THANDI, JAGRAJBIR KAUR UPPAL, GURMINDER SINGH UPPAL,
PAWANBIR SINGH UPPAL, THE CROWN IN RIGHT OF BRITISH
COLUMBIA, HIS MAJESTY THE KING IN RIGHT OF CANADA, DUC
HUY NGO, JASVIR KAUR JOHAL, DALJIT SINGH GILL, MKR
GROWERS LTD., MGB ENT. LTD., THE BANK OF NOVA SCOTIA,
AGRICULTURAL CREDIT CORPORATION, DE LAGE LANDEN
FINANCIAL SERVICES CANADA INC., LINDE CANADA INC. AND
ALL TENANTS AND OCCUPANTS OF THE SUBJECT LANDS

RESPONDENTS

NOTICE OF APPLICATION

Name of applicant: Deloitte Restructuring Inc., in its capacity as court appointed receiver and manager ("Deloitte" or the "Receiver")

To: the Service List, attached a **Schedule "A"** to this Notice of Application

TAKE NOTICE that an application will be made by the Petitioner at the courthouse at 800 Smithe Street, Vancouver, British Columbia on 30/ APR / 2025 at 9:45 a.m. for the order set out in Part 1 below.

The applicant(s) estimate(s) that the application will take 10 minutes.

- ☐ This matter is within the jurisdiction of an associate judge.
- ☒ This matter is not within the jurisdiction of an associate judge.

ORDER SOUGHT

1. An Order:

- (a) approving the sale of certain lands and premises which are the subject of this proceeding; and
- (b) authorizing the Receiver to make an interim distribution (the "**Interim Distribution**") to the Toronto-Dominion Bank ("**TD**"), provided that the Receiver shall at all times retain sufficient funds to pay any claims which rank in priority to TD

substantially in the form attached hereto as **Schedule "B"**.

Part 2: FACTUAL BASIS

A. The Receivership

- 1. TD advanced agricultural loans to the Respondents (the "**Loans**"), Uppal Farms & Greenhouses Ltd. ("**Uppal Farms**") and certain assets, undertakings and property of the Respondents, Bhalvinder Kaur Thandi ("**Bhalvinder**") and Jagrajbir Kaur Uppal ("**Jagrajbir**" and with Uppal Farms, Bhalvinder and Jagrajbir, the "**Debtors**").
- 2. The Loans are secured against various real property owned by the Debtors. As of October 23, 2024, TD was owed approximately \$12,500,000, excluding legal costs.
- 3. On November 5, 2024, on application of the Petitioner, Deloitte was appointed as court-appointed receiver of all the assets, undertakings and property of the Respondent, Uppal Farms, and certain assets, undertakings and property of the Respondents, Bhalvinder and Jagrajbir.
- 4. In particular, the Deloitte was appointed as Receiver over lands having a civic address of 34050 Hallert Road, Abbotsford, BC, legally described as:

PID: 006-892-621

Parcel "B" (J147113E) Lot 10, Section 3, Township 17, New Westminster District Plan 649A

(the "**Property**")

- 5. The Receiver brings this application to approve the sale of the Property.

Details of Lot 10 and Listing History

- 6. Jagrajbir and Thandi are the registered owners of the Property.

7. The Property is a 19.78 greenhouse facility located in Abbotsford, BC. The Property has previously suffered from flood damage and is in fair condition.
8. Pursuant to a forbearance agreement made between the Debtors and the Petitioner, the Property was initially listed for sale by the Owners through NAI Commercial (the "**Sales Agent**") on September 6, 2024 at a list price of \$15,499,000.
9. Since November 5, 2024, the Receiver has continued to list Lot 10 with the Sales Agent. The list price was subsequently reduced to \$12,999,999 on December 2, 2024 and to the current list price of \$9,450,000 on January 24, 2025.
10. On October 31, 2024 an offer to purchase the Property was received for the price of \$5,299,000. The offer was not accepted by the Owners.
11. On December 6, 2024, the Receiver received an offer to purchase the Property for the price of \$4,000,000 from Davondra Nurseries Ltd. ("**Davondra**"). The Receiver countered the offer with \$10,000,000. Davondra did not respond.
12. On or about February 19, 2025, 1527565 B.C. Ltd. (the "**Purchaser**") and the Receiver entered into a contract of Purchase and Sale (the "**Purchase Agreement**") to purchase the Property for \$7,000,000 (the "**Purchase Price**"). The Purchaser has provided a \$250,000 deposit to the Sales Agent. The sale is set to close 30 days after court approval.
13. The following entities hold secured charges against the Lands, in order of priority:
 - (a) TD holds a first ranking mortgage and assignment of rents under charge numbers CA9070772 and CA9070773;
 - (b) The Respondent, His Majesty the King in Right of Canada holds a judgment as to the interest of the Respondent, Jagrajbir Kaur Uppal, under charge number CB1131765;
 - (c) the Respondents, MKR Growers Ltd. and MGB. ENT. Ltd. hold a certificate of pending litigation under charge number CB1613081;
 - (d) Trevor Cameron Sawatzky holds a claim of builders lien under charge number HB9285;
 - (e) TD holds a certificate of pending litigation under charge number CB1685944;

- (f) Vohora LLP holds a certificate of pending litigation under charge number CB1700951;
 - (g) Wayne Bergen holds a claim of builders lien under charge number HB10910; and
 - (h) Vahora LLP holds a judgment under charge number CB1843078.
- 14. The Receiver understands that TD is satisfied with the transaction contemplated by the Purchase Agreement.
 - 15. Since the Property was initially listed on September 6, 2025, the Sales Agent has coordinated private appointments to view the Property. The Sales Agent has confirmed that the Purchase Price is aligned with fair market value for the Property.
 - 16. Since the execution of the Purchase Agreement, the sales agent has continue to market the property and seek competing bids pursuant to the Court's Practice Direction #66.
 - 17. The Receiver therefore seeks approval of the sale of the Lands for \$7,000,000.

Part 3: LEGAL BASIS

- 1. The Petitioner will rely on:
 - (a) Receivership Order;
 - (b) Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (as may be amended from time to time, the "BIA");
 - (c) Rule 13-5 of the *Supreme Court Civil Rules*; and
 - (d) Section 15 of the *Law and Equity Act*, R.S.B.C. 1996, c. 253.
- 2. Pursuant to paragraphs 2(l)(ii) and 2(m) of the Receivership Order, the Receiver was granted the power to sell the Property, subject to approval of this Court, and to apply for a vesting order in connection with the same.
- 3. *Royal Bank v. Soundair Corp.* is the leading authority on the factors a court may consider when approving a sale proposed by a receiver, which are:
 - (a) whether the receiver has made a sufficient effort to get the best price and has not acted improvidently;
 - (b) the interests of all parties;

- (c) the efficacy and integrity of the process by which offers are obtained; and
- (d) whether there has been unfairness in the working out of the process.

***Royal Bank v. Soundair Corp.*, 1991
CarswellOnt 205 (Ont. C.A.) ("*Soundair*")
at para. 16.**

- 4. In this case the Receiver submits all of the *Soundair* factors have been met and the Court should approve the sales proposed herein. The Receiver submits that an order approving the sale of the Property to the relevant purchasers is appropriate for the following reasons:
 - (a) the Receiver and the Sales Agent have made a sufficient effort to get the best price for the Property and have not acted improvidently, and the purchase price reflects the fair market value for the Lands;
 - (b) As of the date of this hearing, the Property will have been listed with the Sales Agent for a cumulative total of 236 days;
 - (c) the sale is supported by TD;
 - (d) the process used to market and sell the Property has efficacy and integrity; the Receiver and Sales Agent subjected the Property to a reasonable exposure to market, as part of an overall strategy to market and sell multiple units in the same building; and
 - (e) the process used to market and sell the Property was fair and reasonable.

Interim Distribution to TD

- 5. The anticipated realization from the sale of the Property contemplated by the Purchase Agreement is expected to be lower than the amount outstanding to TD.
- 6. If granted, the Receiver will make the Interim Distribution to TD after retaining a balance on hand to satisfy any potential priority claims that may be advanced and remaining fees and disbursements.
- 7. TD, as a secured creditor with a first-ranking mortgage on title to the Property, is entitled to the Interim Distribution, and an efficient distribution will minimize prejudice to TD. Further, the Interim Distribution, if made, will reduce the principal debt owed to TD as well as the interest payable on the secured facilities.


8. As a result the Interim Distribution is in the interest of all stakeholders, in particular, TD, and, as such, the Interim Distribution is just, convenient and advisable in the circumstance.

BIA, s. 243(1)(c)

Part 4: MATERIAL TO BE RELIED ON

1. Affidavit #1 of Krista Hotel, made October 25, 2024;
2. Receivership Order made November 5, 2024;
3. Affidavit #2 of Avic Arenas, made 11/ APR / 2025;
4. Receiver's Second Report to the Court, to be filed; and
5. Any other material this Honourable Court may allow. TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this Notice of Application, you must, within 5 business days after service of this Notice of Application or, if this application is brought under Rule 9-7, within 8 business days of service of this Notice of Application,
 - (a) file an Application Response in Form 33,
 - (b) file the original of every affidavit, and of every other document, that
 - (i) you intend to refer to at the hearing of this application, and
 - (ii) has not already been filed in the proceeding, and
 - (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
 - (i) a copy of the filed Application Response;
 - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
 - (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Date: 11 / APR / 2025



Signature of lawyer for filing party
Catherine Ewasiuk

To be completed by the court only:

Order made

- ☐ in the terms requested in paragraphs _____ of Part 1 of this Notice of Application
- ☐ with the following variations and additional terms:

Date:

Signature of ☐ Judge ☐ Associate Judge

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

- ☐ discovery: comply with demand for documents
- ☐ discovery: production of additional documents
- ☐ other matters concerning document discovery
- ☐ extend oral discovery
- ☐ other matter concerning oral discovery
- ☐ amend pleadings
- ☐ add/change parties
- ☐ summary judgment
- ☐ summary trial
- ☐ service
- ☐ mediation
- ☐ adjournments
- ☐ proceedings at trial

- ☐ case plan orders: amend
- ☐ case plan orders: other
- ☐ experts
- ☒ none of the above

Schedule "A"

SERVICE LIST

As at January 13, 2025

| | |
|---|---|
| <p>Deloitte Restructuring Inc., in its capacity as court-appointed Receiver 410 West Georgia Street Vancouver, BC V6B 0S7</p> <p>Attention: Jeff Keeble Kaleb Butt</p> <p>Email: jkeeble@deloitte.com kbutt@deloitte.com</p> <p><i>Court-appointed Receiver of Uppal Farms</i></p> | <p>Dentons Canada LLP 20th Floor, 250 Howe Street Vancouver, BC V5C 3R8</p> <p>Attention: Jordan Schultz</p> <p>Email: jordan.schultz@dentons.com nav.sidhu@dentons.com chelsea.denton@dentons.com</p> <p><i>Counsel for the Receiver</i></p> |
| <p>Fasken Martineau DuMoulin LLP 550 Burrard Street, Suite 2900 Vancouver, BC V6C 0A3</p> <p>Attention: Lisa Hiebert</p> <p>Email : lhiebert@fasken.com</p> <p><i>Counsel for Bank of Nova Scotia</i></p> | <p>Bank of Nova Scotia</p> <p>Attention: Gabriella Demmings Justinl Mitges</p> <p>Email : gabriella.demmings@scotiabank.com justinl.mitges@scotiabank.com</p> <p><i>Secured Creditor</i></p> |
| <p>Attorney General of Canada Department of Justice Canada British Columbia Regional Office 900 – 840 Howe Street Vancouver, BC V6Z 2S9</p> <p>Attention: Jonathan Cooper Oanh Ngo</p> <p>Email: Jonathan.Cooper@justice.gc.ca Oanh.Ngo@justice.gc.ca</p> <p><i>Counsel for His Majesty the King in right of Canada as represented by the Minister of National Revenue</i></p> | <p>Owen Bird Law Corporation Barristers and Solicitors 2900 – 733 Seymour Street Vancouver, BC V6B 0S6</p> <p>Attention: Scott H. Stephens</p> <p>Email: sstephens@owenbird.com</p> <p><i>Counsel for The Toronto-Dominion Bank</i></p> |

| | |
|---|--|
| <p>McKenzie Lake Lawyers LLP Suite 300 100 Stone Road West Guelph, ON N1G 5L3</p> <p>Attention: Alexander Verrilli Thomas Manes Sabrina Cartwright</p> <p>Email: Alexander.Verrilli@mckenzielake.com Thomas.Manes@mckenzielake.com sabrina.lombardi@mckenzielake.com</p> <p><i>Counsel for Agricultural Credit Corporation</i></p> | <p>RJD Law Corporation Unit #14, 15243 91 Avenue Surrey, BC V3R 9K2</p> <p>Attention: Raymond P. Barreto</p> <p>Email: raymond@rjdlawcorporation.ca</p> <p><i>Counsel for Duc Huy Ngo, Jasvir Kaur Johal, and Daljit Singh Gill</i></p> |
| <p>Richards & Richards 10325 150th Street Surrey, BC V3R 4B1</p> <p>Attention: George H. Richards</p> <p>Email: litigation@richardslaw.com</p> <p><i>Counsel for Duc Huy Ngo, Jasvir Kaur Johal, and Daljit Singh Gill</i></p> | <p>Virsa Law Group LLP 115 – 5455 152nd Street Surrey, Bc V3S 5A5</p> <p>Attention: Ian K Sorenson</p> <p>Email: ian@virsalaw.ca</p> <p><i>Counsel for Uppal Farms & Greenhouses Ltd., Bhalvinder Kaur Thandi, Jagrajbir Kaur Uppal, Gurminder Singh Uppal, Pawanbir Singh Uppal</i></p> |
| <p>Liberty Law Corporation 106 – 33119 South Fraser Way Abbotsford, BC V2S 2B1</p> <p>Attention: Harry Virk</p> <p>Email: harryvirk@libertylawcorp.com</p> <p><i>Counsel for MGB ENT. LTD and MKR Growers Ltd.</i></p> | |

EMAIL SERVICE LIST:

jkeeble@deloitte.com; kbutt@deloitte.com; jordan.schultz@dentons.com;
nav.sidhu@dentons.com; chelsea.denton@dentons.com; lhiebert@fasken.com;
gabriella.demmings@scotiabank.com; justinl.mitges@scotiabank.com;
Jonathan.Cooper@justice.gc.ca; Qanh.Ngo@justice.gc.ca; sstephens@owenbird.com;
Alexander.Verrilli@mckenzielake.com; Thomas.Manes@mckenzielake.com;
sabrina.lombardi@mckenzielake.com; raymond@rjdlawcorporation.ca;
litigation@richardslaw.com; ian@virsalaw.ca; harryvirk@libertylawcorp.com

Schedule "B"

Draft Order

(See Attached)

SCHEDULE "B"

NO. S247413
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

THE TORONTO-DOMINION BANK

PETITIONER

AND:

UPPAL FARMS & GREENHOUSES LTD., BHALVINDER KAUR
THANDI, JAGRAJBIR KAUR UPPAL, GURMINDER SINGH UPPAL,
PAWANBIR SINGH UPPAL, THE CROWN IN RIGHT OF BRITISH
COLUMBIA, HIS MAJESTY THE KING IN RIGHT OF CANADA, DUC
HUY NGO, JASVIR KAUR JOHAL, DALJIT SINGH GILL, MKR
GROWERS LTD., MGB ENT. LTD. THE BANK OF NOVA SCOTIA,
AGRICULTURAL CREDIT CORPORATION, DE LAGE LANDEN
FINANCIAL SERVICES CANADA INC., LINDE CANADA INC. AND
ALL TENANTS AND OCCUPANTS OF THE SUBJECT LANDS

RESPONDENTS

ORDER MADE AFTER APPLICATION

BEFORE) THE HONOURABLE JUSTICE)
))
)) 30 / APR /2025
))

ON THE APPLICATION of the Deloitte Restructuring Inc., in its capacity as court appointed receiver and manager (the "**Receiver**"), coming on for hearing at Vancouver, British Columbia on this day, and on hearing Catherine Ewasiuk, counsel for the Receiver, and those other counsel listed on **Schedule "A"** hereto, and no one else appearing, although duly served;

THIS COURT ORDERS AND DECLARES THAT:

1. The sale of the lands at 34050 Hallert Road, Abbotsford, British Columbia, legally known and described as:

PID: 006-892-621

PARCEL "B" (J147113E) Lot 10, Section 3, Township 17, New Westminster District Plan 649A

(the "**Lands**")

to, 1527565 B.C. Ltd. (the "**Purchaser**"), Incorporation No. BC1527565, for the purchase price of \$7,000,000 and on the other terms and conditions set out in the contract of purchase and sale dated February 19, 2025, as subsequently amended from time to time (collectively, the "**Contract**"), is hereby approved.

2. The sale transaction (the "**Transaction**") contemplated by the Contract is hereby approved, and the Contract is commercially reasonable. The execution of the Contract by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the assets described in the Contract (the "**Purchased Assets**").

3. Upon delivery by the Receiver to the Purchaser of a certificate confirming the Transaction has completed to the satisfaction of the Receiver (the "**Receiver's Certificate**"), all of the right, title and interest of the Respondents in and to the Purchased Assets described in the Contract shall vest absolutely in the Purchaser in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of this Court dated October 27, 2022; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system (all of which are collectively referred to as the "**Encumbrances**") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. On filing a certified copy of this Order in the Vancouver Land Title Office together with a letter from the Receiver's solicitor authorizing the filing, the Lands be conveyed to and vest in the Purchaser as registered owners in fee simple, free and clear of any estate, right, title, interest, equity of redemption and other claims of the parties, together with any other charges, liens, encumbrances caveats, or certificates of pending litigation registered against the Lands subsequent to the Petitioner's Certificate of Pending Litigation, but subject to the reservations, provisos, exceptions, and conditions express in the original grants thereof from the Crown.

5. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims shall attach

to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.

6. All persons claiming possession of the Lands, or any portion thereof, shall deliver vacant possession of the Lands to the Purchaser, or their agents, successors or assigns, on the Possession Date, as defined in the Contract (herein, the **"Possession Date"**).

7. If any person fails to deliver vacant possession of the Lands to the Purchaser at the Possession Date, then the Receiver shall be at liberty to apply to the Registrar for a Writ of Possession, under Rule 13-2(13) and without further Order of the Court.

8. The net sale proceeds after adjustments shall be paid to Dentons Canada LLP, in trust, or otherwise in accordance with the written direction of Dentons Canada LLP, and then disbursed in accordance with the following priorities without further Order:

- (a) first, payment of water and sewer rates, property taxes, arrears of property taxes, interest and penalties on arrears of property taxes, owing in respect of the Lands;
- (b) second, in payment of real estate commission in an amount not exceeding 7% of the first \$100,000 of the gross selling price and 2.5% of the remainder, plus applicable taxes thereon; and
- (c) third, the balance to the Receiver, to be distributed in accordance with paragraph 11 of this Order.

9. For the purpose of issuing title and in respect of the Lands, the following charges, liens, encumbrances, caveats, mortgages, and certificates of pending litigation be cancelled insofar as they apply to the Lands:

| | Party | Nature of Charge | Registration No. |
|-----|--|--|-------------------------|
| (a) | The Toronto-Dominion Bank | Mortgage | CA9070772 |
| (b) | The Toronto-Dominion Bank | Assignment of Rents | CA9070773 |
| (c) | His Majesty the King in Right of Canada | Judgment as to the interest of the Jagrajbir Kaur Uppal | CB1131765 |

| | Party | Nature of Charge | Registration No. |
|-----|--|--------------------------------------|-------------------------|
| (d) | MKR Growers Ltd. and MGB. ENT. Ltd. | Certificate of Pending Litigation | CB1613081 |
| (e) | Trevor Cameron Sawatzky | Claim of Builders Lien | HB9285 |
| (f) | The Toronto- Dominion Bank | Certificate of Pending Litigation | CB1685944 |
| (g) | Vohora LLP | Certificate of Pending Litigation | CB1701862 |
| (h) | Wayne Bergen | Claim of Builders Lien | HB10910 |
| (i) | Vohora LLP | Judgment | CB1843078 |

together with any other charges, liens, encumbrances, caveats, or certificates of pending litigation registered against the Lands subsequent to the Petitioner's Certificate of Pending Litigation.

Distribution

10. The distributions authorized and approved by paragraph 11 of this Order shall at all times be subject to (a) the completion of the Transaction; (b) receipt by the Receiver of the proceeds from the sale of the Purchased Assets (the "**Sale Proceeds**") net of any payment obligations under the Purchase Agreement (the "**Net Sale Proceeds**"); and (c) the Receiver retaining from the Net Sale Proceeds a reserve of funds (the "**Holdback Reserve**") in an amount satisfactory to the Receiver sufficient for the payment of:

- (a) the obligations secured by the Receiver's Charge as defined in the Receivership Order;
- (b) any borrowings permitted by the Receivership Order and secured by the Receiver's Borrowing Charge as defined in the Receivership Order;
- (c) amounts owing by the Receiver in respect of (i) its ordinary course post-appointment obligations incurred since the commencement of these receivership proceedings up to and including the date of this Order, and (ii) amounts incurred, or estimated to be incurred, by the Receiver in respect of its ordinary course post-appointment obligations from and after the date of this Order;

- (d) amounts required to be remitted to the Canada Revenue Agency in relation to payroll source deductions and goods and services tax;
- (e) wages and vacation pay owed to employees of the Debtor assessed by the Receiver prior to its appointment in accordance with the *Wage Earner Protection Program Act*; and
- (f) such other obligations or claims for which the Receiver deems it to be prudent in the circumstances to maintain a Holdback Reserve for.

11. Subject to the availability of sufficient Net Sale Proceeds, and the requirement to maintain the Holdback Reserve, the Receiver is authorized to make interim distributions to TD up to the amount of the amount outstanding to TD. For clarity, the Receiver is authorized to make the interim distributions set out herein from any and all proceeds, including by not limited to the Net Sale Proceeds, subject to the requirement to maintain the Holdback Reserve.

12. The Parties hereto and the Purchaser be at liberty to apply for such further and other direction as may be necessary to carry out the full purport and effect of this Order.

13. Endorsement of this Order by counsel appearing on this application other than counsel for the Receiver is dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of Catherine Ewasiuk
Lawyer for the Receiver

By the Court.

Registrar

SCHEDULE "A"
LIST OF COUNSEL

| Name | Appearing for |
|------|---------------|
| | |
| | |
| | |
| | |

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

THE TORONTO-DOMINION BANK

PETITIONER

AND:

UPPAL FARMS & GREENHOUSES LTD., BHALVINDER KAUR
THANDI, JAGRAJBIR KAUR UPPAL, GURMINDER SINGH
UPPAL, PAWANBIR SINGH UPPAL, THE CROWN IN RIGHT OF
BRITISH COLUMBIA, HIS MAJESTY THE KING IN RIGHT OF
CANADA, DUC HUY NGO, JASVIR KAUR JOHAL, DALJIT SINGH
GILL, MKR GROWERS LTD., MGB ENT. LTD. THE BANK OF
NOVA SCOTIA, AGRICULTURAL CREDIT CORPORATION, DE
LAGE LANDEN FINANCIAL SERVICES CANADA INC., LINDE
CANADA INC. AND ALL TENANTS AND OCCUPANTS OF THE
SUBJECT LANDS

RESPONDENTS

**ORDER MADE AFTER APPLICATION
[APPROVAL OF SALE AND VESTING OF TITLE ORDER]
[34050 HALLERT ROAD, ABBOTSFORD]**

DENTONS CANADA LLP
BARRISTERS & SOLICITORS
250 Howe Street, 20th Floor
Vancouver, BC V6C 3R8
Phone No.: (604) 687-4460
Attention: Catherine Ewasiuk
File No. 131048-105

NO. S247413
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

THE TORONTO-DOMINION BANK

PETITIONER

AND:

UPPAL FARMS & GREENHOUSES LTD., BHALVINDER KAUR THANDI,
JAGRAJBIR KAUR UPPAL, GURMINDER SINGH UPPAL, PAWANBIR
SINGH UPPAL, THE CROWN IN RIGHT OF BRITISH COLUMBIA, HIS
MAJESTY THE KING IN RIGHT OF CANADA, DUC HUY NGO, JASVIR
KAUR JOHAL, DALJIT SINGH GILL, MKR GROWERS LTD., MGB ENT.
LTD., THE BANK OF NOVA SCOTIA, AGRICULTURAL CREDIT
CORPORATION, DE LAGE LANDEN FINANCIAL SERVICES CANADA
INC., LINDE CANADA INC. AND ALL TENANTS AND OCCUPANTS OF
THE SUBJECT LANDS

RESPONDENTS

ORDER MADE AFTER APPLICATION

DENTONS CANADA LLP
BARRISTERS & SOLICITORS
250 Howe Street, 20th Floor
Vancouver, BC V6C 3R8
Phone No.: (604) 687-4460
Attention: Catherine Ewasiuk

File No. 131048-105