

Flower City



brampton.ca

For Office Use Only  
(to be inserted by the Secretary-Treasurer  
after application is deemed complete)

APPLICATION NUMBER: "B" - 2024-0004

The personal information collected on this form is collected pursuant to subsection 53(2) of the Planning Act and will be used in the processing of this application. Applicants are advised that the Committee of Adjustment is a public process and the information contained in the Committee of Adjustment files is considered public information and is available to anyone upon request and will be published on the City's website. Questions about the collection of personal information should be directed to the Secretary-Treasurer, Committee of Adjustment, City of Brampton.

**APPLICATION**  
**Consent**  
(Please read Instructions)

**NOTE:** Pursuant to subsection 53(2) of the *PLANNING ACT*, the applicant shall provide the Committee of Adjustment with such information or material as the Committee of Adjustment may require. The Committee of Adjustment may refuse to accept or further consider the application until the prescribed information, material and the required fee are received.

1. (a) Name of Owner/Applicant Duca Financial Services Credit Union Limited  
(print given and family names in full)

Address 48 Nostalgia Ct, Brampton, ON L6X 5C6

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Email \_\_\_\_\_

(b) Name of Authorized Agent Gowling WLG (Canada) LLP - Kevin Dias

Address 345 King St. W, Suite 600, Kitchener, ON N2G 0C5

Phone # 519-575-7527 Fax # 519-576-6030

Email kevin.dias@gowlingwlg.com

2. The type and the purpose of the proposed transaction, such as transfer for a creation of a new lot, lot addition, an easement, a charge, a lease or a correction of title.

Specify: Certificate of Validation - See accompanying Cover Letter.

3. If known, the name of the person to whom the land or an interest in the land is to be transferred, charged or leased.

4. Description of the subject land ("subject land" means the land to be severed and retained):

a) Name of Street Nostalgia Ct. Number 48

b) Concession No. \_\_\_\_\_ Lot(s) \_\_\_\_\_

c) Registered Plan No. 43M1527 Lot(s) Part Lot 32

d) Reference Plan No. 43R28260 Lot(s) Part 4

e) Assessment Roll No. 10-08-0-011-03302-0000 Geographic or Former Township \_\_\_\_\_

5. Are there any easements or restrictive covenants affecting the subject land?

Yes  No

Specify: \_\_\_\_\_

**6. Description of severed land: (in metric units)**

a) Frontage ~7.89m Depth ~33m Area ~362sqm

b) Existing Use Residential Proposed Use Residential

c) Number and use of buildings and structures (both existing and proposed) on the land to be severed:

(existing) 1

(proposed) 1

d) Access will be by:	Existing	Proposed
Provincial Highway	<input type="checkbox"/>	<input type="checkbox"/>
Municipal Road - Maintained all year	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Other Public Road	<input type="checkbox"/>	<input type="checkbox"/>
Regional Road	<input type="checkbox"/>	<input type="checkbox"/>
Seasonal Road	<input type="checkbox"/>	<input type="checkbox"/>
Private Right of Way	<input type="checkbox"/>	<input type="checkbox"/>

e) If access is by water only, what parking and docking facilities will be used and what is the approximate distance of these facilities from the subject land and the nearest public road?

---

f) Water supply will be by:	Existing	Proposed
Publicly owned and operated water system	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Lake or other body of water	<input type="checkbox"/>	<input type="checkbox"/>
Privately owned and operated individual or communal well	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify):	<hr/>	

g) Sewage disposal will be by:	Existing	Proposed
Publicly owned and operated sanitary sewer system	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Privy	<input type="checkbox"/>	<input type="checkbox"/>
Privately owned and operated individual or communal septic system	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify):	<hr/>	

**7. Description of retained land: (in metric units)**

a) Frontage ~7.89m Depth ~33m Area ~362sqm

b) Existing Use Residential Proposed Use Residential

c) Number and use of buildings and structures (both existing and proposed) on the land to be retained:

(existing) 1

(proposed) 1

d) Access will be by:

	Existing	Proposed
Provincial Highway	<input type="checkbox"/>	<input type="checkbox"/>
Municipal Road - Maintained all year	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Other Public Road	<input type="checkbox"/>	<input type="checkbox"/>
Regional Road	<input type="checkbox"/>	<input type="checkbox"/>
Seasonal Road	<input type="checkbox"/>	<input type="checkbox"/>
Private Right of Way	<input type="checkbox"/>	<input type="checkbox"/>

e) If access is by water only, what parking and docking facilities will be used and what is the approximate distance of these facilities from the subject land and the nearest public road?

---

f) Water supply will be by:

	Existing	Proposed
Publicly owned and operated water system	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Lake or other body of water	<input type="checkbox"/>	<input type="checkbox"/>
Privately owned and operated individual or communal well	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify):	_____	

g) Sewage disposal will be by:

	Existing	Proposed
Publicly owned and operated sanitary sewer system	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Privy	<input type="checkbox"/>	<input type="checkbox"/>
Privately owned and operated individual or communal septic system	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify):	_____	

8. What is the current designation of the land in any applicable zoning by-law and official plan?

	Land to be Severed	Land to be Retained
Zoning By-Law	<u>R3B-827 - Residential</u>	<u>R3B-827 - Residential</u>
Official Plans		
City of Brampton	<u>Communities</u>	<u>Communities</u>
Region of Peel	<u>Urban System</u>	<u>Urban System</u>

9. Has the subject land ever been the subject of an application for approval of a plan of subdivision under section 51 of the Planning Act or a consent under section 53 of the Act and if the answer is yes and if known, the file number of the application and the decision on the application?

Yes  No

File # 21T-95010B Status/Decision Assumed on 06/24/2008

10. Has any land been severed from the parcel originally acquired by the owner of the subject land?

Yes  No

Date of Transfer \_\_\_\_\_ Land Use \_\_\_\_\_

11. If known, is/was the subject land the subject of any other application under the Planning Act, such as:

	File Number	Status
Official Plan Amendment	_____	_____
Zoning By-law Amendment	_____	_____
Minister's Zoning Order	_____	_____
Minor Variance	_____	_____
Validation of the Title	_____	_____
Approval of Power and Sale	_____	_____
Plan of Subdivision	_____	_____

12. Is the proposal consistent with Policy Statements issued under subsection 3(1) of the Planning Act? Yes  No

13. Is the subject land within an area of land designated under any Provincial Plan? Yes  No

14. If the answer is yes, does the application conform to the applicable Provincial Plan? Yes  No

15. If the applicant is not the owner of the subject land, the written authorization, of the owner that the applicant is authorized to make the application, shall be attached. (See "APPOINTMENT AND AUTHORIZATION OF AGENTS" form attached).

Dated at the City \_\_\_\_\_ of Kitchener \_\_\_\_\_  
this 20th day of March, 2024.

  
\_\_\_\_\_  
Signature of Applicant, or Authorized Agent, see note on next page

Check box if applicable:  
 I have the authority to bind the Corporation

DECLARATION

I, Kevin Dias of the City of Kitchener

in the County/District/Regional Municipality of Waterloo solemnly declare that all the statements contained in this application are true and I make this as if made under oath and by virtue of "The Canada Evidence Act".

Declared before me at the City of Kitchener

in the Region of Waterloo

this 20th day of March, 2024.

  
\_\_\_\_\_  
Signature of applicant/solicitor/authorized agent, etc.

  
\_\_\_\_\_  
Signature of a Commissioner, etc.

Matthew Romanick, a Commissioner, etc.,  
for the Province of Ontario,  
while a licenced paralegal.

FOR OFFICE USE ONLY - To Be Completed By the Zoning Division

This application has been reviewed with respect to possible variances required and the results of the said review are outlined on the attached checklist.

\_\_\_\_\_  
Zoning Officer

\_\_\_\_\_  
Date

DATE RECEIVED \_\_\_\_\_

Date Application Deemed Complete by the Municipality

**NOTES:**

1. If this application is signed by an agent or solicitor on behalf of the applicant, the owner's written authorization must accompany this application. If the applicant is a Corporation acting without agent or solicitor, the application must be signed by an Officer of the Corporation with a declaration indicating that the said Officer has the authority to bind the Corporation. If the application is signed by an agent or solicitor on behalf of the applicant who is a Corporation, the applicant's written authorization must accompany this application and must be signed by an Officer of the Corporation with a declaration indicating that the said Officer has the authority to bind the Corporation.
2. Each copy of the application must be accompanied by a sketch **and a key map** showing the location of the subject land
3. Sketches or reproductions are to be no larger than Legal Size. Application plans which are larger may be submitted provided at least **one reproduction** reduced to Legal Size is filed with the application.
4. Where it is determined that a sketch will not adequately provide the information required, it may be necessary to provide a plan prepared by an Ontario Land Surveyor.
5. The sketch shall show
  - a) the boundaries and dimensions of any land abutting the subject land that is owned by the owner of the subject land;
  - b) the approximate distance between the subject land and the nearest township lot line or landmark such as a bridge or railway crossing;
  - c) the boundaries and dimensions of the subject land, the part that is to be severed (shown in double hatch lines XXXX) and the part that is to be retained (shown in single hatched lines ///);
  - d) the location of all land previously severed from the parcel originally acquired by the current owner of the subject land;
  - e) the approximate location of all natural and artificial features on the subject land and on the land that is adjacent to the subject land that, in the opinion of the applicant may affect the application, such as buildings, railways, roads, watercourses, drainage ditches, river or stream banks, wetlands, wooded areas, wells and septic tanks;
  - f) the existing uses on adjacent land, such as residential, agricultural and commercial uses;
  - g) the location, width and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public travelled road, a private road or a right of way;
  - h) if access to the subject land is by water only, the location of the parking and boat docking facilities to be used;
  - i) the location and nature of any easement affecting the subject land; a
  - j) if a natural or artificial feature is to be the proposed new property line or part thereof, identify the feature(s) as such on the sketch.
6. It is required that **1 original copy** of this application be filed, together with **2 copies** of the sketch described in item 2 above, with the Secretary-Treasurer, accompanied by the applicable fee.

**APPOINTMENT AND AUTHORIZATION OF AGENT(S)**

To: The Committee of Adjustment, City of Brampton,

I, Duca Financial Services Credit Union Limited  
(Please print or type full name of the owner)

the undersigned, hereby appoint and authorize/have appointed and authorized as my agent(s) for the purpose of:

- 1. Signing and filing the application(s) on behalf of the undersigned;
- 1. Gowling WLG (Canada) LLP - Kevin Dias ;  
(Please print or type full name(s) of the agent(s) or the firm or corporation name. Add a separate sheet if necessary.)
- 2. Representing the undersigned before the Committee of Adjustment,
- 2. Gowling WLG (Canada) LLP - Kevin Dias ;  
(Please print or type full name(s) of the agent(s) or the firm or corporation name. Add a separate sheet if necessary.)
- 3. Acting on behalf of the owner with respect to all matters related to the application, including but not limited to fulfilling conditions and acquiring the Secretary-Treasurer's Certificate,
- 3. Gowling WLG (Canada) LLP - Kevin Dias ;  
(Please print or type full name(s) of the agent(s) or the firm or corporation name. Add a separate sheet if necessary.)

**AND**, I do hereby declare and confirm that I am the (an) owner of the land to which this application relates;

**AND**, I do hereby ratify, confirm and adopt as my own, the act(s), representation(s), reply (replies) and commitment(s) made on my behalf by the said agent(s).

Dated this 20th day of March, 2024.

X   
(Signature of the owner, or where the owner is a firm or corporation, the signing officer of the owner.)

Jonathan Goodman, Senior Vice President Retail Credit & Operational Risk  
(Where the owner is a firm or corporation, please type or print the full name of the person signing.)

**NOTES:**

- 1. If the owner is a corporation, this appointment and authorization shall include the statement that the person signing this appointment and authorization has authority to bind the corporation (or alternatively, the corporate seal shall be affixed hereto).
- 2. If there is more than one owner, **all owners** shall complete and sign **individual** appointment and authorization forms.
- 3. If the agent is a firm or corporation, specify whether all members of the firm or corporation are appointed or, if not, specify by name(s) the person(s) of the firm or corporation that are appointed.

**PERMISSION TO ENTER**

To: The Secretary-Treasurer  
Committee of Adjustment  
City of Brampton  
2 Wellington Street West  
Brampton, Ontario  
L6Y 4R2  
[coa@brampton.ca](mailto:coa@brampton.ca)

LOCATION OF THE SUBJECT LAND: 48 Nostalgia Ct, Brampton, ON L6X 5C6

I/We, Duca Financial Services Credit Union Limited  
please print/type the full name of the owner(s)

the undersigned, being the registered owner(s) of the subject land, hereby authorize the Members of the City of Brampton Committee of Adjustment and City of Brampton staff members, to enter upon the above noted property for the purpose of conducting a site inspection with respect to the attached application for Minor Variance and/or consent.

Dated this 20th day of March, 2024.

X   
(signature of the owner[s], or where the owner is a firm or corporation, the signature of an officer of the owner.)

Jonathan Goodman, Senior Vice President Retail Credit & Operational Risk, I have authority to bind the corporation  
(where the owner is a firm or corporation, please print or type the full name of the person signing.)

**NOTE: If the owner is a firm or corporation, the corporate seal shall be affixed hereto**

**NO DISCUSSION SHALL TAKE PLACE BETWEEN THE COMMITTEE MEMBERS AND THE APPLICANT DURING THE SITE INSPECTION**

**TAB 2**



LAND  
REGISTRY  
OFFICE #43

14095-2589 (LT)

PAGE 1 OF 4  
PREPARED FOR Kevin001  
ON 2024/03/20 AT 11:03:11

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

PROPERTY DESCRIPTION: PT LOT 32, PLAN 43M1527, DES AS PT 4, 43R28260; S/T RIGHT INFAVOUR OF BRAUN, JOSEF AND FLETCHER'S CONTWO INVESTMENTS LIMITED UNTILCOMPLETE ASSUMPTION OF THE SUBDIVISION WORKS AND SERVICES BY THE CORPORATION OF THE CITY OF BRAMPTON AND THE REGIONAL MUNICIPALITY OF PEEL, AS IN PR477960.; CITY OF BRAMPTON

PROPERTY REMARKS:

ESTATE/QUALIFIER:  
FEE SIMPLE  
ABSOLUTE

RECENTLY:  
DIVISION FROM 14095-2191

PIN CREATION DATE:  
2003/08/22

OWNERS' NAMES  
NICHOLSON, MICHAEL

CAPACITY SHARE  
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2003/08/22 **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
LT1613284	1996/01/25	NOTICE		*** DELETED AGAINST THIS PROPERTY ***		
LT1778022	1997/11/05	CHARGE		*** DELETED AGAINST THIS PROPERTY *** FLETCHER'S CONTWO INVESTMENTS LIMITED 276590 ONTARIO LIMITED AS TO FIRSTLY LANDS FLETCHER'S CONTWO INVESTMENTS LIMITED BRAUN, JOSEF AS TO SECONDLY LANDS	CANADIAN IMPERIAL BANK OF COMMERCE	
CORRECTIONS: 'THIS INSTRUMENT' WAS DELETED FROM PROPERTY 14095-0149 IN ERROR AND WAS RE-INSTATED ON 1999/08/04 BY LORETTA CHRISTIE. 'THIS INSTRUMENT' WAS DELETED FROM PROPERTY 14095-0166 IN ERROR AND WAS RE-INSTATED ON 1999/11/03 BY LINDA WILDE-MCFADYEN. 'THIS INSTRUMENT' WAS DELETED FROM PROPERTY 14095-1276 IN ERROR AND WAS RE-INSTATED ON 2001/04/03 BY ISOBEL STEWART. 'THIS INSTRUMENT' WAS DELETED FROM PROPERTY 14095-1452 IN ERROR AND WAS RE-INSTATED ON 2001/11/01 BY CLAIRE COOPER.						
LT1944815	1999/05/27	NOTICE AGREEMENT		OWNERS	THE REGIONAL MUNICIPALITY OF PEEL THE CORPORATION OF THE CITY OF BRAMPTON	C
PR267605	2002/06/27	NO SUB AGREEMENT		FLETCHER'S CONTWO INVESTMENTS LIMITED BRAUN, JOSEF	THE CORPORATION OF THE CITY OF BRAMPTON THE REGIONAL MUNICIPALITY OF PEEL	C
PR267629	2002/06/27	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** CANADIAN IMPERIAL BANK OF COMMERCE	THE CORPORATION OF THE CITY OF BRAMPTON	
REMARKS: LT1778022 TO PR267605						
PR406544	2003/03/19	BYLAW		THE CORPORATION OF THE CITY OF BRAMPTON		C
REMARKS: PART LOT CONTROL						
43R28260	2003/06/25	PLAN REFERENCE				C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



LAND  
 REGISTRY  
 OFFICE #43

14095-2589 (LT)

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD	
PR477960	2003/08/01	TRANSFER		*** COMPLETELY DELETED *** BRAUN, JOSEF FLETCHER'S CONTWO INVESTMENTS LIMITED	SAHOTA, MANJIT SAHOTA, PARMJEET		
PR477961	2003/08/01	CHARGE		*** DELETED AGAINST THIS PROPERTY *** SAHOTA, MANJIT SAHOTA, PARMJEET	MCAP SERVICE CORPORATION		
PR539219	2003/11/07	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE			
		REMARKS: RE: LT1778022					
PR794470	2005/01/26	APL (GENERAL)		*** COMPLETELY DELETED *** BRAUN, JOSEPH, IN TRUST FLETCHERS CONTWO INVESTMENTS LIMITED 276590 ONTARIO LIMITED 799563 ONTARIO LIMITED PARKSIDE BUILDING GROUP INC.			
		REMARKS: DELETES LT1613284					
PR843507	2005/05/02	BYLAW		THE CORPORATION OF THE CITY OF BRAMPTON			
		REMARKS: BY-LAW 60-2005 TO REPEAL BY-LAWS EXEMPTING LANDS FROM PART LOT CONTROL					
PR992081	2005/12/30	TRANSFER		*** COMPLETELY DELETED *** SAHOTA, MANJIT SAHOTA, PARMJEET	SAHOTA, MANJIT SAHOTA, PARMJEET SAHOTA, HARJIT SAHOTA, RAVINDER		
PR992082	2005/12/30	CHARGE		*** COMPLETELY DELETED *** SAHOTA, MANJIT SAHOTA, PARMJEET SAHOTA, HARJIT SAHOTA, RAVINDER	SCOTIA MORTGAGE CORPORATION		
PR1029866	2006/03/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** MCAP SERVICE CORPORATION			
		REMARKS: RE: PR477961					
PR1342619	2007/09/26	CHARGE		*** COMPLETELY DELETED *** SAHOTA, HARJIT SAHOTA, MANJIT	1448037 ONTARIO LTD.		

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LAND  
 REGISTRY  
 OFFICE #43

14095-2589 (LT)

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
PR1342622	2007/09/26	NO ASSGN RENT GEN		SAHOTA, PARMJEET SAHOTA, RAVINDER  *** COMPLETELY DELETED *** SAHOTA, MANJIT SAHOTA, PARMJEET SAHOTA, RAVINDER SAHOTA, HARJIT	1448037 ONTARIO LTD.	
		REMARKS: PR1342619				
PR2109922	2011/11/18	TRANSFER		*** COMPLETELY DELETED *** SAHOTA, HARJIT SAHOTA, MANJIT SAHOTA, PARMJEET SAHOTA, RAVINDER	SAHOTA, MANJIT SAHOTA, PARMJEET	
PR2185299	2012/04/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** 1448037 ONTARIO LTD.		
		REMARKS: PR1342619.				
PR2185505	2012/04/27	TRANSFER	\$385,000	SAHOTA, MANJIT SAHOTA, PARMJEET	NICHOLSON, MICHAEL	C
PR2185506	2012/04/27	CHARGE		*** COMPLETELY DELETED *** NICHOLSON, MICHAEL	HOME TRUST COMPANY	
PR2185507	2012/04/27	CHARGE		*** COMPLETELY DELETED *** NICHOLSON, MICHAEL	4519965 CANADA INC.	
PR2201020	2012/05/28	DISCH OF CHARGE		*** COMPLETELY DELETED *** SCOTIA MORTGAGE CORPORATION		
		REMARKS: PR992082.				
PR2433801	2013/09/17	CHARGE		*** COMPLETELY DELETED *** NICHOLSON, MICHAEL	KOKO, DEINMA	
PR2454173	2013/10/29	DISCH OF CHARGE		*** COMPLETELY DELETED *** 4519965 CANADA INC.		
		REMARKS: PR2185507.				
PR2568322	2014/07/22	CHARGE		*** COMPLETELY DELETED *** NICHOLSON, MICHAEL	THERIAULT HOLDINGS INC	

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LAND  
 REGISTRY  
 OFFICE #43

14095-2589 (LT)

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
PR2568572	2014/07/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** KOKO, DEINMA		
	REMARKS: PR2433801.					
PR2939447	2016/06/30	NOTICE		*** COMPLETELY DELETED *** THERIAULT HOLDINGS INC.	NICHOLSON, MICHAEL	
	REMARKS: PR2568322					
PR3137365	2017/06/01	CHARGE		*** COMPLETELY DELETED *** NICHOLSON, MICHAEL	COMPUTERSHARE TRUST COMPANY OF CANADA	
PR3137366	2017/06/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** THERIAULT HOLDINGS INC		
	REMARKS: PR2568322.					
PR3162741	2017/07/11	DISCH OF CHARGE		*** COMPLETELY DELETED *** HOME TRUST COMPANY		
	REMARKS: PR2185506.					
PR3536957	2019/09/11	NO SEC INTEREST		*** COMPLETELY DELETED *** PROMPT FINANCIAL SOLUTIONS CORPORATION		
PR3651380	2020/05/14	CHARGE	\$447,500	NICHOLSON, MICHAEL	DUCA FINANCIAL SERVICES CREDIT UNION LIMITED	C
PR3899368	2021/08/30	DISCHARGE INTEREST		*** COMPLETELY DELETED *** PROMPT FINANCIAL SOLUTIONS CORPORATION		
	REMARKS: PR3536957.					
PR4105013	2022/08/24	DISCH OF CHARGE		*** COMPLETELY DELETED *** COMPUTERSHARE TRUST COMPANY OF CANADA		
	REMARKS: PR3137365.					
PR4311005	2024/03/12	NO SEC INTEREST	\$1	SIMPLY SMART FINANCIAL INC.		C
PR4313372	2024/03/19	CAUTION-LAND	\$2	NICHOLSON, MICHAEL CHACON, DINA	DUCA FINANCIAL SERVICES CREDIT UNION LIMITED	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
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**TAB 3**



LAND  
REGISTRY  
OFFICE #43

14095-2588 (LT)

PREPARED FOR Kevin001  
ON 2024/03/20 AT 11:04:13

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

PROPERTY DESCRIPTION: PT LOT 32, PLAN 43M1527, DES AS PT 3, 43R28260; S/T RIGHT INFAVOUR OF BRAUN, JOSEF AND FLETCHER'S CONTWO INVESTMENTS LIMITED UNTIL COMPLETE ASSUMPTION OF THE SUBDIVISION WORKS AND SERVICES BY THE CORPORATION OF THE CITY OF BRAMPTON AND THE REGIONAL MUNICIPALITY OF PEEL, AS IN PR477336.; CITY OF BRAMPTON

PROPERTY REMARKS:

ESTATE/QUALIFIER:  
FEE SIMPLE  
ABSOLUTE

RECENTLY:  
DIVISION FROM 14095-2191

PIN CREATION DATE:  
2003/08/22

OWNERS' NAMES  
CHACON, DINA

CAPACITY SHARE  
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2003/08/22 **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
LT1613284	1996/01/25	NOTICE		*** DELETED AGAINST THIS PROPERTY ***		
LT1778022	1997/11/05	CHARGE		*** DELETED AGAINST THIS PROPERTY *** FLETCHER'S CONTWO INVESTMENTS LIMITED 276590 ONTARIO LIMITED AS TO FIRSTLY LANDS FLETCHER'S CONTWO INVESTMENTS LIMITED BRAUN, JOSEF AS TO SECONDLY LANDS	CANADIAN IMPERIAL BANK OF COMMERCE	
CORRECTIONS: 'THIS INSTRUMENT' WAS DELETED FROM PROPERTY 14095-0149 IN ERROR AND WAS RE-INSTATED ON 1999/08/04 BY LORETTA CHRISTIE. 'THIS INSTRUMENT' WAS DELETED FROM PROPERTY 14095-0166 IN ERROR AND WAS RE-INSTATED ON 1999/11/03 BY LINDA WILDE-MCFADYEN. 'THIS INSTRUMENT' WAS DELETED FROM PROPERTY 14095-1276 IN ERROR AND WAS RE-INSTATED ON 2001/04/03 BY ISOBEL STEWART. 'THIS INSTRUMENT' WAS DELETED FROM PROPERTY 14095-1452 IN ERROR AND WAS RE-INSTATED ON 2001/11/01 BY CLAIRE COOPER.						
LT1944815	1999/05/27	NOTICE AGREEMENT		OWNERS	THE REGIONAL MUNICIPALITY OF PEEL THE CORPORATION OF THE CITY OF BRAMPTON	C
PR267605	2002/06/27	NO SUB AGREEMENT		FLETCHER'S CONTWO INVESTMENTS LIMITED BRAUN, JOSEF	THE CORPORATION OF THE CITY OF BRAMPTON THE REGIONAL MUNICIPALITY OF PEEL	C
PR267629	2002/06/27	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** CANADIAN IMPERIAL BANK OF COMMERCE	THE CORPORATION OF THE CITY OF BRAMPTON	
REMARKS: LT1778022 TO PR267605						
PR406544	2003/03/19	BYLAW		THE CORPORATION OF THE CITY OF BRAMPTON		C
REMARKS: PART LOT CONTROL						
43R28260	2003/06/25	PLAN REFERENCE				C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



LAND  
REGISTRY  
OFFICE #43

14095-2588 (LT)

PAGE 2 OF 4  
PREPARED FOR Kevin001  
ON 2024/03/20 AT 11:04:13

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
PR477336	2003/07/31	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** BRAUN, JOSEF FLETCHER'S CONTWO INVESTMENTS LIMITED	SAHOTA, MANJIT SAHOTA, PARMJEET	
PR477337	2003/07/31	CHARGE		*** DELETED AGAINST THIS PROPERTY *** SAHOTA, MANJIT SAHOTA, PARMJEET	ROYAL BANK OF CANADA	
PR539219	2003/11/07	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
		REMARKS: RE: LT1778022				
PR794470	2005/01/26	APL (GENERAL)		*** COMPLETELY DELETED *** BRAUN, JOSEPH, IN TRUST FLETCHERS CONTWO INVESTMENTS LIMITED 276590 ONTARIO LIMITED 799563 ONTARIO LIMITED PARKSIDE BUILDING GROUP INC.		
		REMARKS: DELETES LT1613284				
PR843507	2005/05/02	BYLAW		THE CORPORATION OF THE CITY OF BRAMPTON		
		REMARKS: BY-LAW 60-2005 TO REPEAL BY-LAWS EXEMPTING LANDS FROM PART LOT CONTROL				
PR1298844	2007/07/20	CHARGE		*** COMPLETELY DELETED *** SAHOTA, MANJIT SAHOTA, PARMJEET	NEW PUNJAB LOAN & FINANCIAL CORP.	
PR1298918	2007/07/20	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** NEW PUNJAB LOAN & FINANCIAL CORP.	SAHOTA, MANJIT SAHOTA, PARMJEET	
		REMARKS: PR1298844				
PR1308807	2007/08/02	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** NEW PUNJAB LOAN & FINANCIAL CORP.	AGGARWAL, VIDYA PERSISTENT TECHNOLOGIES INC.	
		REMARKS: PR1298844				
PR1864137	2010/07/23	TRANSFER		*** COMPLETELY DELETED *** SAHOTA, MANJIT SAHOTA, PARMJEET	SAHOTA, PARMJEET	
PR1864138	2010/07/23	CHARGE		*** COMPLETELY DELETED ***		

C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
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LAND  
REGISTRY  
OFFICE #43

14095-2588 (LT)

PAGE 3 OF 4  
PREPARED FOR Kevin001  
ON 2024/03/20 AT 11:04:13

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
PR1881697	2010/08/26	DISCH OF CHARGE		SAHOTA, PARMJEET *** COMPLETELY DELETED *** ROYAL BANK OF CANADA	COMPUTERSHARE TRUST COMPANY OF CANADA	
		REMARKS: PR477337.				
PR1960179	2011/02/08	DISCH OF CHARGE		*** COMPLETELY DELETED *** NEW PUNJAB LOAN & FINANCIAL CORP.		
		REMARKS: PR1298844.				
PR1964404	2011/02/18	CHARGE		*** COMPLETELY DELETED *** SAHOTA, PARMJEET	NEW PUNJAB LOAN & FINANCIAL CORP.	
PR1964469	2011/02/18	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** SAHOTA, PARMJEET	NEW PUNJAB LOAN & FINANCIAL CORP.	
		REMARKS: PR1964404				
PR1991075	2011/04/19	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** NEW PUNJAB LOAN & FINANCIAL CORP.	2274488 ONTARIO INC.	
		REMARKS: PR1964404.				
PR1994288	2011/04/28	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** 2274488 ONTARIO INC.	NEW PUNJAB LOAN & FINANCIAL CORP. 2274488 ONTARIO INC.	
		REMARKS: PR1964404.				
PR2137511	2012/01/17	TRANSFER		*** COMPLETELY DELETED *** SAHOTA, PARMJEET	GILL, RUPINDER KAUR	
PR2137512	2012/01/17	CHARGE		*** COMPLETELY DELETED *** GILL, RUPINDER KAUR	NATIONAL BANK OF CANADA	
PR2137533	2012/01/17	DISCH OF CHARGE		*** COMPLETELY DELETED *** NEW PUNJAB LOAN & FINANCIAL CORP. 2274488 ONTARIO INC.		
		REMARKS: PR1964404.				
PR2155329	2012/02/24	DISCH OF CHARGE		*** COMPLETELY DELETED *** COMPUTERSHARE TRUST COMPANY OF CANADA		
		REMARKS: PR1864138.				
PR3059957	2017/01/10	TRANSFER	\$589,000	GILL, RUPINDER KAUR	CHACON, DINA	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
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LAND  
REGISTRY  
OFFICE #43

14095-2588 (LT)

PAGE 4 OF 4  
PREPARED FOR Kevin001  
ON 2024/03/20 AT 11:04:13

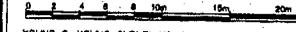
\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
PR3059958	2017/01/10	CHARGE		*** COMPLETELY DELETED *** CHACON, DINA	BANK OF MONTREAL	
PR3078177	2017/02/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** NATIONAL BANK OF CANADA		
		REMARKS: PR2137512.				
PR3994310	2022/02/11	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
		REMARKS: PR3059958.				
PR4015282	2022/03/18	CHARGE	\$700,000	CHACON, DINA	THE TORONTO-DOMINION BANK	C
PR4313372	2024/03/19	CAUTION-LAND	\$2	NICHOLSON, MICHAEL CHACON, DINA	DUCA FINANCIAL SERVICES CREDIT UNION LIMITED	

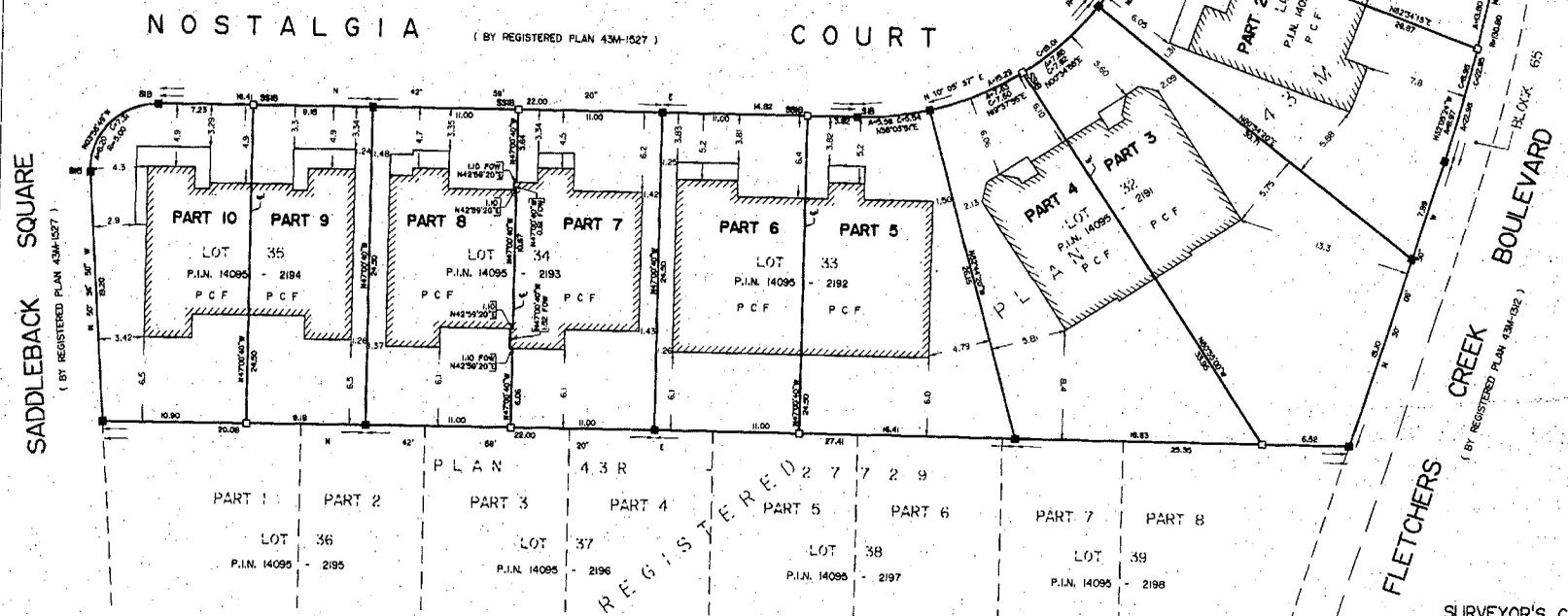
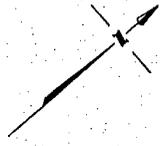
NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

**TAB 4**

PLAN OF SURVEY OF  
 LOTS 31 TO 35 (All Inclusive),  
 REGISTERED PLAN 43M-1527  
**CITY OF BRAMPTON**  
 REGIONAL MUNICIPALITY OF PEEL  
 SCALE: 1 : 250



YOUNG & YOUNG SURVEYING INC.  
 ONTARIO LAND SURVEYORS  
 2003



I REQUIRE THIS PLAN TO BE  
 DEPOSITED UNDER THE LAND  
 TITLES ACT.  
 DATE: JUNE 20, 2003  
 TIMOTHY A. YOUNG, B.A., B.Sc.  
 ONTARIO LAND SURVEYOR

**PLAN 43R-29260**  
 RECEIVED AND DEPOSITED  
 DATE: JUNE 25, 2003  
 DEPUTY LAND REGISTRAR  
 FOR THE LAND TITLES  
 DIVISION OF PEEL (No. 43)

PART SCHEDULE			
PART	ALL OF LOT	PLAN	ALL OF P.I.N.
1	31	43M-1527	14095-2180
2	31		14095-2181
3	32		14095-2191
4	32		14095-2192
5	33		14095-2192
6	33		14095-2192
7	34		14095-2193
8	34		14095-2193
9	35		14095-2194
10	35		14095-2194

- LEGEND**
- DISTRESS SURVEY MONUMENT SET
  - SURVEY MONUMENT FOUND
  - IRON BAR
  - STANDARD IRON BAR
  - SHORT STANDARD IRON BAR
  - ARC
  - CHORD
  - PACULE
  - N.S.E.W. — NORTH, SOUTH, EAST, WEST
  - P.I.N. — PROPERTY IDENTIFIER NUMBER
  - WIT — WITNESS
  - PCF — POURED CONCRETE FOUNDATION

ALL FOUND MONUMENTS ARE BY BENNETT YOUNG LTD., O.L.S.  
 UNLESS NOTED OTHERWISE  
 ALL MONUMENTS ARE IRON BARS UNLESS NOTED OTHERWISE

**METRIC**  
 DISTANCES SHOWN HEREON ARE IN METRES  
 AND CAN BE CONVERTED TO FEET BY  
 DIVIDING BY 0.3048

**BEARING NOTE**  
 BEARINGS ARE ASTROMONIC AND ARE REFERRED TO THE  
 SOUTH LIMIT OF NOSTALGIA COURT, HAVING A BEARING OF  
 N 42° 50' 20" E ACCORDING TO REGISTERED PLAN 43M-1527

**SURVEYOR'S CERTIFICATE**

I CERTIFY THAT:  
 1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH  
 THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES  
 ACT AND THE REGULATIONS MADE UNDER THEM.  
 2. THIS SURVEY WAS COMPLETED ON THE 19th DAY OF DECEMBER, 2002

JUNE 20, 2003  
 DATE  
 TIMOTHY A. YOUNG, B.A., B.Sc.  
 ONTARIO LAND SURVEYOR

**YOUNG & YOUNG SURVEYING INC.**  
 PROFESSIONAL LAND SURVEYORS

TORONTO 385 THE WEST WARD TORONTO, ONTARIO M5V 1K7 PHONE (416) 593-2875 FAX (416) 593-5550	BAYLTON SUITE 400 2 HOLLAND DRIVE, UNIT 5 BOLTON, ONTARIO L7E 5G8 PHONE (905) 871-8000 FAX (905) 871-6401
-----------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------

DRAWN BY: J.K.  
**PROJECT 02-T5932-G**

**TAB 5**

LRO # 43 Transfer

Registered as PR477336 on 2003 07 31 at 16:28

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 4

**LRO Annotation**

New Pin 14095-2588 Ic

**Properties**

PIN 14095 - 2191 LT Estate/Qualifier Fee Simple Absolute  Split  
 Description PART OF LOT 32, PLAN 43M1527, DESIGNATED AS PART 3 ON PLAN  
 43R-28260, BRAMPTON.  
 Address 46 NOSTALGIA COURT  
 BRAMPTON

**Consideration**

Consideration \$196,200.23

**Transferor(s)**

The transferor(s) hereby transfers the land to the transferee(s).

Name BRAUN, JOSEF  
 Address for Service 3625 Dufferin Street  
 Suite 500  
 Toronto, Ontario  
 M3K 1N4

I am at least 18 years of age.  
 The property is not ordinarily occupied by me and my spouse, who is not separated from me, as our family residence.  
 This document is not authorized under Power of Attorney by this party.

Name FLETCHER'S CONTWO INVESTMENTS LIMITED  
 Address for Service 3625 Dufferin Street  
 Suite 500  
 Toronto, Ontario  
 M3K 1N4

I, MARK MANDELBAUM, SECRETARY, have the authority to bind the corporation.  
 This document is not authorized under Power of Attorney by this party.

Transferee(s)	Capacity	Share
Name SAHOTA, MANJIT ✓ Address for Service 46 NOSTALGIA COURT BRAMPTON	Joint Tenants	
Name SAHOTA, PARMJEET ✓ Date of Birth 1961 04 13 Address for Service 46 NOSTALGIA COURT BRAMPTON	Joint Tenants	

**Statements**

Schedule: See Schedules

**Signed By**

Kathy Mary Outos 201-3625 Dufferin St. acting for Transferor(s) Signed 2003 07 31  
 Toronto M3K 1Z2  
 Tel 4166303220  
 Fax 4166307632

LRO # 43 Transfer

Registered as PR477336 on 2003 07 31 at 16:28

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 4

**Signed By**

Judy Diane Smith 126-377 Burnhamthorpe Rd. E. acting for Transferee(s) Signed 2003 07 31  
Mississauga L5A 3Y1

Tel 905-276-9701

Fax 9052774966

**Submitted By**

BARRY SMITH LAW OFFICE 126-377 Burnhamthorpe Rd. E. 2003 07 31  
Mississauga L5A 3Y1

Tel 905-276-9701

Fax 9052774966

**Fees/Taxes/Payment**

Statutory Registration Fee	\$60.00
Land Transfer Tax	\$1,687.00
Total Paid	\$1,747.00

**LAND TRANSFER TAX STATEMENTS**

In the matter of the conveyance of: 14095 - 2191 PART OF LOT 32, PLAN 43M1527. DESIGNATED AS PART 3 ON PLAN 43R-28260, BRAMPTON.

BY: BRAUN, JOSEF  
 FLETCHER'S CONTWO INVESTMENTS LIMITED

TO: SAHOTA, MANJIT Joint Tenants  
 SAHOTA, PARMJEET Joint Tenants

1. SAHOTA, MANJIT AND SAHOTA, PARMJEET

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for \_\_\_\_\_ described in paragraph(s) ( ) above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for \_\_\_\_\_ described in paragraph(s) ( ) above.
- (f) A transferee described in paragraph ( ) and am making these statements on my own behalf and on behalf of \_\_\_\_\_ who is my spouse described in paragraph ( ) and as such, I have personal knowledge of the facts herein deposited to.
- (g) A transferee described in paragraph ( ) and am making these statements on my own behalf and on behalf of \_\_\_\_\_ who is my same-sex partner described above in paragraph(s) ( ).

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	196,200.23
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	0.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	196,200.23
(h) VALUE OF ALL CHATTELS - items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	196,200.23

**PROPERTY Information Record**

A. Nature of Instrument: Transfer  
 LRO 43 Registration No. PR477336 Date: 2003/07/31

B. Property(s): PIN 14095 - 2191 Address 46 NOSTALGIA COURT Assessment -  
 BRAMPTON Roll No

C. Address for Service: 46 NOSTALGIA COURT  
 BRAMPTON

D. (i) Last Conveyance(s): PIN 14095 - 2191 Registration No. LT1724154  
 (ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes  No  Not known

E. Tax Statements Prepared By: Judy Diane Smith  
 126-377 Burnhamthorpe Rd. E.  
 Mississauga L5A 3Y1

## SCHEDULE

RESERVING unto the Transferor, its successors and assigns a right in the nature of an easement or license to enter upon any part of the herein lands and premises at any time, by its officers, servants, agents and contractors until complete assumption of the subdivision works and services by The Corporation of the City of Brampton and The Regional Municipality of Peel as the case may be, to do such work and make such installations as are necessary to comply with the provisions of any agreement with or direction from the local or regional municipalities, the local public utilities commission, or any other governmental authority, including but not limited to the right to undertake modifications to surface drainage features and to affect any corrective measures required by the Engineer of the City of Brampton, without such entry being deemed to be a trespass. The benefit of the easement, license or right-of-way hereinbefore described shall be annexed to and run with each and every lot and block located within Plan 43M-1527 registered in the name of the Transferor on the date of the registration of this Transfer and other lands owned by the Transferor in the City of Brampton.

**TAB 6**

LRO # 43 Transfer

Registered as PR2185506 on 2012 04 27 at 15:37

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 3

Properties			
<i>PIN</i>	14095 - 2589 . LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LOT 32, PLAN 43M1527, CES AS PT-4, 43R28260; S/T RIGHT INFAVOUR OF BRAJN, JOSEF AND FLETCHER'S CONTWO INVESTMENTS LIMITED UNTIL COMPLETE ASSUMPTION OF THE SUBDIVISION WORKS AND SERVICES BY THE CORPORATION OF THE CITY OF BRAMPTON AND THE REGIONAL MUNICIPALITY OF PEEL, AS IN PR477960.; CITY OF BRAMPTON		
<i>Address</i>	48 NOSTALGIA COURT BRAMPTON		

Consideration	
<i>Consideration</i>	\$385,000.00

Transferor(s)	
The transferor(s) hereby transfers the land to the transferee(s).	
<i>Name</i>	SAHOTA, MANJIT
<i>Address for Service</i>	19 Nelly Court, Brampton, Ontario, L9P 1S9

I am at least 18 years of age.  
 SAHOTA, PARMJEET and I are spouses of one another and are both parties to this document  
 This document is not authorized under Power of Attorney by this party.

<i>Name</i>	SAHOTA, PARMJEET
<i>Address for Service</i>	19 Nelly Court, Brampton, Ontario, L6P 1S9

I am at least 18 years of age.  
 SAHOTA, MANJIT and I are spouses of one another and are both parties to this document  
 This document is not authorized under Power of Attorney by this party.

<i>Transferee(s)</i>	<i>Capacity</i>	<i>Share</i>
<i>Name</i>	NICHOLSON, MICHAEL	Registered Owner
<i>Date of Birth</i>	1965 07 30	
<i>Address for Service</i>	48 Nostalgia Court, Brampton, Ontario, L6X 5C6	

Signed By				
Manpreet Singh Minhas	138-2980 Drew Road Mississauga L4T 0A5	acting for Transferor(s)	Signed	2012 04 27
Tel	9056719244			
Fax	9056719245			
I am the solicitor for the transferor(s) and I am not one and the same as the solicitor for the transferee(s). I have the authority to sign and register the document on behalf of the Transferor(s).				
Kenneth James	507-3100 Steeles Ave West Concord L4K 3R1	acting for Transferee(s)	Signed	2012 04 27
Tel	905-761-6600			
Fax	905-761-6628			
I am the solicitor for the transferee(s) and I am not one and the same as the solicitor for the transferor(s). I have the authority to sign and register the document on behalf of the Transferee(s).				

LRO # 43 Transfer

Registered as PR2185505 on 2012 04 27 at 15:37

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 3

**Submitted By**

JAMES & ASSOCIATES

507-3100 Steeles Ave West  
Concord  
L4K 3R1

2012 04 27

Tel 905-761-8600

Fax 9057616028

**Fees/Taxes/Payment**

Statutory Registration Fee \$60.00

Provincial Land Transfer Tax \$4,250.00

Total Paid \$4,310.00

**File Number**

Transferor Client File Number: 120233

**LAND TRANSFER TAX STATEMENTS**

INVESTMENTS  
 LIMITED UNTIL COMPLETE ASSUMPTION OF THE SUBDIVISION WORKS  
 AND SERVICES BY THE CORPORATION OF THE CITY OF BRAMPTON  
 AND THE REGIONAL MUNICIPALITY OF PEEL, AS IN PR477960; CITY  
 OF BRAMPTON

BY: SAHOTA, MANJIT  
 SAHOTA, PARMJEET

TO: NICHOLSON, MICHAEL Registered Owner

1. NICHOLSON, MICHAEL

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for \_\_\_\_\_ described in paragraph(s) ( ) above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for \_\_\_\_\_ described in paragraph(s) ( ) above.
- (f) A transferee described in paragraph ( ) and am making these statements on my own behalf and on behalf of \_\_\_\_\_ who is my spouse described in paragraph ( ) and as such, I have personal knowledge of the facts herein deposed to.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	385,000.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	0.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	385,000.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	385,000.00

**PROPERTY Information Record**

A. Nature of Instrument: Transfer  
 LRO 43 Registration No. PR2185505 Date: 2012/04/27

B. Property(s): PIN 14095 - 2589 Address 48 NOSTALGIA COURT Assessment -  
 BRAMPTON Roll No

C. Address for Service: 48 Nostalgia Court, Brampton, Ontario, L6X 5C6

D. (i) Last Conveyance(s): PIN 14095 - 2589 Registration No. PR2109922  
 (ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes  No  Not known

E. Tax Statements Prepared By: Kenneth James  
 507-3100 Steeles Ave West  
 Concord L4K 3R1

**TAB 7**

LRO # 43 **Charge/Mortgage**

Registered as PR3651380 on 2020 05 14 at 13:14

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 7

**Properties**

*PIN* 14095 - 2589 LT *Interest/Estate* Fee Simple  
*Description* PT LOT 32, PLAN 43M1527, DES AS PT 4, 43R28260; S/T RIGHT INFAVOUR OF  
 BRAUN, JOSEF AND FLETCHER'S CONTWO INVESTMENTS LIMITED  
 UNTIL COMPLETE ASSUMPTION OF THE SUBDIVISION WORKS AND SERVICES BY  
 THE CORPORATION OF THE CITY OF BRAMPTON AND THE REGIONAL  
 MUNICIPALITY OF PEEL, AS IN PR477960.; CITY OF BRAMPTON  
*Address* 48 NOSTALGIA COURT  
 BRAMPTON

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

*Name* NICHOLSON, MICHAEL  
*Address for Service* 48 Nostalgia Court  
 Brampton, L6X 5C6

I am at least 18 years of age.

Toney, Betty Ann is my spouse and has consented to this transaction.

This document is not authorized under Power of Attorney by this party.

**Chargee(s)***Capacity**Share*

*Name* DUCA FINANCIAL SERVICES CREDIT UNION LIMITED  
*Address for Service* 5255 Yonge Street, 4th Floor  
 Toronto, Ontario, M2N 6P4

**Statements**

Schedule: See Schedules

**Provisions**

*Principal* \$447,500.00 *Currency* CDN  
*Calculation Period* Semi-Annually, not in advance  
*Balance Due Date* 2023/05/13  
*Interest Rate* 3.99%  
*Payments* \$2,125.41  
*Interest Adjustment Date* 2020 05 13  
*Payment Date* the 13th of each and every month  
*First Payment Date* 2020 06 13  
*Last Payment Date* 2023 05 13  
*Standard Charge Terms* 200433  
*Insurance Amount* Full insurable value  
*Guarantor*

**Signed By**

Marie Fauberte Saintil 135 Bathurst Street acting for Signed 2020 05 14  
 Toronto Chargor(s)  
 M5V 2R2

Tel 416-398-0334

Fax 416-398-0334

I have the authority to sign and register the document on behalf of the Chargor(s).

**Submitted By**

Saintil Law Office 135 Bathurst Street 2020 05 14  
 Toronto  
 M5V 2R2

Tel 416-398-0334

Fax 416-398-0334

LRO # 43 **Charge/Mortgage**

**Registered as PR3651380** on 2020 05 14 at 13:14

*The applicant(s) hereby applies to the Land Registrar.*

yyyy mm dd Page 2 of 7

<b>Fees/Taxes/Payment</b>	
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Statutory Registration Fee	\$65.05
Total Paid	\$65.05

## **Broker Schedule of Required Clauses For Attachment to DUCA Residential Charges**

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### **SCHEDULE**

#### **Additional Provisions**

##### **Due on Sale**

This Charge, at the option of the Chargee, shall fall due and be payable upon the sale or transfer of the land together with interest as provided herein. Provided that the foregoing shall be inapplicable where the transferee or purchaser has been approved by the Chargee to assume this Charge and has executed all necessary documentation in connection therewith, including credit information, authorization, application to assume, membership application and assumption agreement, and has paid the administrative fee.

##### **Extensions, Renewals and Variations in Terms**

The terms of this Charge may be amended or extended from time to time by mutual agreement between the Chargor and the Chargee, and the Chargor covenants and agrees that notwithstanding that he has disposed of his interest in the land, the Chargor will remain liable as a principal debtor and not as a surety for the observance of all the terms and provisions hereof and will, in all matters pertaining to this Charge, well and truly do, observe, fulfill and keep all and singular the covenants, provisos, conditions, agreements and stipulations in this Charge or any amendment or extension thereof, notwithstanding the giving of time for the payment of this Charge or the varying of the terms of the payment thereof or the rate of interest thereon or any other indulgence by the Chargee to the Chargor, and whether or not such extension or amending agreement shall be registered or not, the Chargor, his heirs, estate trustees, legal personal representatives, successors and assigns or anyone claiming through or under him, shall be bound thereby.

##### **Automatic Renewal on Maturity**

Upon the expiry of the term of this Charge at a time when an amount remains owing thereunder for principal and the Chargor is not in default hereunder, this Charge shall be automatically renewed and converted into DUCA's one year open mortgage loan at the interest applicable on the date of maturity of this Charge and the monthly payment for principal and interest shall be adjusted to reflect that interest rate.

Either the Chargee or the Chargor may give written notice to the other prior to any expiry of the term of this Charge that the party giving notice is unwilling to renew this Charge and the same shall then not be renewed as set above.

##### **Renewal before Maturity**

When not in default, the Chargor may request the Chargee, any time before the date at which the balance of this Charge becomes due, to extend the term thereof and set new conditions. If the Chargee agrees, the Chargor shall pay an early renewal fee and the greater of (1) three months' interest; and (2) an interest rate differential penalty equal to the interest calculated on the balance of this Charge until maturity, at a rate corresponding to the difference between the rate then applicable to this Charge and the new rate.

##### **Payment Provisions**

Provided that if this Charge is repayable by installments of principal and interest the installments payable under this Charge are to applied firstly to interest calculated as provided in this Charge on the principal from time to time outstanding and the balance of the said installments shall be applied on account of principal; except in case of default by the Chargor, the Chargee may then apply any payments received during the period of default in whatever order it may elect as between principal, taxes, interest, repairs, insurance premiums or other advances made on behalf of the Chargor.

The Chargor shall maintain with the Chargee or another financial institution satisfactory to the Chargee, an account of a type which is satisfactory to the Chargee and shall authorize the Chargee to debit such account automatically by an amount equivalent to the amount of each installment of principal, interest and taxes, if applicable, when each such installment is due. If the account is with another financial institution, the Chargor shall cause such other financial institution to remit such amount to the Chargee when each installment is due. The Chargor shall, at the Chargee's request, execute such authorization in form and substance satisfactory to the Chargee.

## Repayment Provisions

The Chargor covenants and agrees that payment on account of this Charge shall be payable and is to be received by the Chargee on or before 2:00 o'clock p.m. on the due date, and any payment received after such time will be credited to the Chargor's account on the business day next following the due date.

## Prepayment Charge

If any acceleration of all or any portion of the principal should occur prior to the balance due date of this Charge for any reason whatsoever (whether as a result of default hereunder, by operation of law or otherwise) then an amount equal to three months' interest at the interest rate on the principal then outstanding (the "Prepayment Charge") shall immediately become due and payable. The Prepayment Charge shall be secured by this Charge. The Chargor acknowledges that the Prepayment Charge represents reasonable and fair compensation for the loss that the Chargee may sustain from any acceleration of the principal prior to the balance due date; provided that nothing herein shall create any right to prepay all or any portion of the principal at any time or in any circumstances prior to the balance due date.

## Recovery of Fees

The Chargor agrees to pay to the Chargee its then current administration and/or processing fees in connection with the preparation of any mortgage statements, amending or other agreements, discharge fees, any fees for any missed or late payments and any refused payments due to insufficient funds or other returned payments, fees relating to failure to provide the required documentation for annual reviews, proof of property taxes paid, up-to-date property insurance, financial statements, and other related documents and generally any fees in connection with the proper administration of this Charge. Any such fees and charges, if unpaid, shall be added to the principal outstanding under this Charge. The amount of any such fees or charges in effect at any particular time is available from any DUCA branch, upon request.

## Default Provisions

Provided that if any cheque or other payment is returned, any replacement payment shall be by certified cheque or bank draft. The Chargor further agrees to pay to the Chargee its servicing fees for preparation of any information or discharge statement.

## Assumption

The Chargor, when not in default, may sell the land without paying off this Charge if the purchaser of the land first obtains the Chargee's written approval for the assumption of this Charge. The Chargor and the purchaser must provide sufficient information as required by the Chargee to enable it to make a decision to grant approval. The purchaser will be required to sign an assumption agreement and documents and pay all fees that may be associated with the granting of the approval to assume this Charge.

If this Charge is assumed, the purchaser assuming the same will be limited to the privileges outlined herein as if the purchaser had exercised such privileges prior to the completion of the sale.

## Portability

The Chargor may, when not in default, and upon a bona fide arm's length sale of the land and the purchase of another residential property (the "New Property"), apply for approval to transfer this Charge with the same priority and securing the same principal to the New Property. An arm's length sale means one in which the buyer and seller are unrelated and have no personal or business relationship with each other. If the closing date of the sale of the land and the closing date of the purchase of the New Property are not the same, but the closing date of the purchase is within 90 days of the closing date of the sale, the Chargor may apply for approval to transfer this Charge and in such case will be required to pay a pro rata Prepayment Charge for the period between the closing dates of the sale and purchase.

The Chargor and the New Property must both qualify under the Chargee's underwriting policies, criteria, procedures and documentation requirements and those of any insurer, if applicable, in effect at the time of the application. The Chargor will be required to pay the transfer application fee, appraisal fee and insurance premiums, if any, and all other fees and prepayment compensation that may be associated with the granting of the approval to the transfer.

## Property Taxes

"Taxes" mean all taxes, rates and assessments of any kind including, but not limited to, property taxes, local improvement rates and charges, utility charges, interest and penalties.

The Chargor agrees to pay to the Chargee in addition to the regular monthly payments, an amount estimated by the Chargee sufficient to enable the Chargee to pay the taxes on or before the due date for the payment thereof. If the taxes on the land in any calendar year exceed the estimate, the Chargor will forthwith pay the difference on demand.

The Chargee shall not be required to hold any monies received on account of taxes in a trust or pay any interest thereon. The Chargee shall be entitled to pay the interim bill and final bill when received. The Chargee may withhold from any advance under this Charge any amount it feels necessary to pay or may be required for future payment of taxes. If the Chargor is in default under the obligations contained in this Charge, the Chargee may apply any monies received on account of taxes to any portion of the outstanding loan secured by this Charge.

## Not Construction Financing

This Charge is not being given with the intention to secure the financing of any alteration, addition or repair to any building on the land or for any construction, erection or installation thereon.

## High Ratio Only

Neither the granting of this Charge by the Chargor, nor the approval for mortgage insurance by CMHC/Genworth Financial/Canada Guaranty is to be construed or relied on by the Chargor or any guarantor as representing confirmation of the value or condition of the land, whether or not appraisals or inspections are carried out by or for CMHC/Genworth Financial/Canada Guaranty; nor is it to be construed or relied on by the Chargor or any guarantor as representing confirmation of the ability of the Chargor and any guarantor to repay the loan.

All information obtained from or concerning the Chargor and any guarantor in connection with approving the Charge, including credit bureau information, will be accessible to and may be used by CMHC/Genworth Financial/Canada Guaranty for any purpose related to the provision of mortgage insurance generally; the Chargor and any guarantor hereby consent thereto. Any information retained by CMHC/Genworth Financial/Canada Guaranty in that regard will be subject to federal access to information and privacy legislation.

## One Year Open Only

PROVIDED that the Chargor shall have the privilege of prepaying the whole or any part or parts of the principal hereby secured on any payment dates without notice or bonus.

## All Closed Terms

Provided that should the Chargor(Member) wish to prepay the principal sum secured by this Charge, they may do so upon payment of the greater of (1) a penalty of three months' interest of existing rate being charged; and (2) the interest differential between the Chargor's(Member's) existing rate being charged and the Chargee's current posted mortgage rate for a term equal to the remaining term on this Charge.

The Chargor, when not in default, has the privilege of prepaying an amount or amounts of principal not exceeding 20% of the original principal in any mortgage year, on a quarterly basis on a payment date without notice or bonus. This prepayment privilege is not cumulative and is not permitted if the entire principal outstanding is being prepaid by or switched or transferred to a third party whether a financial institution, an individual or otherwise. This privilege may not be used in the 31 days prior to a prepayment in full of this Charge.

## Mortgage Year

For the purposes of this Charge, the first "mortgage year" shall commence on the interest adjustment date and each "mortgage year" thereafter shall commence on the anniversary of that date.

## Variable Rate Only – Three or Five Year Closed Term

FOR THE PURPOSES hereof, the "Prime Rate" means the annual rate of interest announced from time to time by DUCA Financial Services Credit Union Ltd. as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada and designated by the Chargee as its "Prime Lending Rate".

PROVIDED THIS CHARGE to be void upon the Chargor, his heirs, estate trustees, legal personal representatives, successors or assigns or any of them, paying to the Chargee, its successors or assigns, the ultimate balance of any and all obligations, liabilities and indebtedness of the Chargor to the Chargee (which obligations, liabilities and indebtedness are hereinafter collectively called the "liabilities"), the principal component of the liabilities not exceeding the principal indicated in the computer data entry field in this Charge together with interest thereon at a rate equal to the Prime Rate per annum in effect from time to time plus or minus the premium indicated in the Mortgage Loan Commitment and/or in this Charge, calculated semi-annually not in advance, and payable monthly as well after as before maturity, default and judgement, with interest on overdue interest at the same rate as on the principal, and all other amounts payable by the Chargor hereunder and paying any taxes, rates, levies, charges or assessments upon the land no matter by whom or what authority imposed and observing and performing all covenants, provisos and conditions herein contained. In the event that it may be necessary at any time for the Chargee to prove the Prime Rate applicable as at any time or times, it is agreed that the certificate in writing of a Manager of the Chargee setting forth the Prime Rate as at any time or times, shall be conclusive evidence as to the Prime Rate as in the said certificate set forth.

PROVIDED that should the Chargor wish to convert to a fixed rate Charge, he may do so on any payment date at Chargee's then current mortgage rates for a term equal to or greater than the remaining term.

The Chargee reserves the right to increase the blended monthly payments at any time upon 30 days' notice, if the Prime Rate increases and the mortgage payments are not sufficient to cover repayment of the liabilities to the Chargee.

PROVIDED that should the Chargor(Member) wish to prepay the principal sum secured by this Charge, they may do so upon payment of the greater of (1) a penalty of three months' interest at the quoted posted rate on the date of signing of Mortgage Commitment Letter or Renewal Agreement as of the initial closing or renewal; and (2) the interest differential between the quoted posted rates on the date of signing of the Mortgage Commitment Letter or Renewal Agreement and the Chargee's current posted mortgage rate for a term equal to the remaining term on this Charge.

The Chargor, when not in default, has the privilege of prepaying an amount or amounts of principal not exceeding 20% of the original principal in any mortgage year, on a quarterly basis on a payment date without notice or bonus. This prepayment privilege is not cumulative and is not permitted if the entire principal outstanding is being prepaid by or switched or transferred to a third party whether a financial institution, an individual or otherwise. This privilege may not be used in the 31 days prior to a prepayment in full of this Charge.

## Due on Demand-Line of Credit Only

FOR THE PURPOSES hereof, the "Prime Rate" means the annual rate of interest announced from time to time by DUCA Financial Services Credit Union Ltd. as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada and designated by the Chargee as its "Prime Lending Rate".

PROVIDED FURTHER that the loan secured by this Charge shall be a demand loan and shall become due and payable on demand being made by the Chargee to the Chargor.

PROVIDED THIS CHARGE to be void upon the Chargor, his heirs, estate trustees, legal personal representatives, successors or assigns or any of them, paying on demand to the Chargee, its successors or assigns, the ultimate balance of any and all obligations, liabilities and indebtedness of the Chargor to the Chargee (which obligations, liabilities and indebtedness are hereinafter collectively called the "liabilities"), the principal component of the liabilities not exceeding the principal indicated in the computer data entry field in this Charge together with interest thereon at a rate equal to the Prime Rate per annum in effect from time to time plus the premium indicated in the Mortgage Loan Commitment and/or in this Charge, calculated and payable monthly, as well after as before maturity, default and judgement, with interest on overdue interest at the same rate as on the principal, and all other amounts payable by the Chargor hereunder and paying any taxes, rates, levies, charges or assessments upon the land no matter by whom or what authority imposed and observing and performing all covenants, provisos and conditions herein contained. In the event that it may be necessary at any time for the Chargee to prove the Prime Rate applicable as at any time or times, it is agreed that the certificate in writing of a Manager of the Chargee setting forth the Prime Rate as at any time or times, shall be conclusive evidence as to the Prime Rate as in the said certificate set forth.

PROVIDED that the Chargor shall have the privilege of prepaying the whole or any part or parts of the principal sum hereby secured on any payment date, without notice or bonus.

PROVIDED that any and all payments made in respect of the liabilities, and interest and monies or other proceeds realized from the sale of any securities held therefor, including this Charge, may be applied and reapplied notwithstanding any previous application on such part or parts of the liabilities as the Chargee may see fit or may be held unappropriated in a separate collateral account for such time as the Chargee may see fit.

IN THE EVENT that one or more or none of the Chargors is not also the borrower under the Mortgage Loan Commitment, each such Chargor (hereinafter in this paragraph called "such Chargor") jointly and severally covenants with the Chargee as follows:

- (a) This Charge and the covenants, provisos, obligations and agreements on the part of the Chargor herein contained shall be the continuing obligations and liability of each such Chargor and shall cover all the liabilities and obligations of the Chargor hereunder and shall apply to and shall secure any ultimate balance of the monies secured or intended to be secured hereby;
- (b) The Chargee shall not be bound to exhaust its recourse against the Chargor or others or any securities (which term when used in this paragraph includes guarantees) it may at any time hold before being entitled to payment from each such Chargor of the monies hereby secured and each such Chargor renounces to all benefits of discussion and division;
- (c) This Charge and the liabilities and obligations of each such Chargor hereunder shall not be affected by the death or loss or diminution of capacity of the Chargor or of any such Chargor or by any change in the name of the Chargor or in the membership of the Chargor's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Chargor's business by a corporation, or by any change whatsoever in the objects, capital, structure or constitution of the Chargor, or by the Chargor or the Chargor's business being amalgamated with a corporation or corporations, or wound up or its corporate existence terminated but shall notwithstanding the happening or any such event continue to exist and apply to the full extent as if such event had not happened;
- (d) This Charge shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Chargee and all dividends, compositions, proceeds of security valued and payments received by the Chargee from the Chargor or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of any of such Chargors to claim in reduction of his liability, under this Charge the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Chargee or proceeds thereof, and none of such Chargors shall have the right to be subrogated in any rights of the Chargee until the Chargee shall have received payment in full of all liabilities;
- (e) All of the monies hereby secured or intended to be secured hereby shall be deemed to form part of the liabilities and obligations of each such Chargor notwithstanding any lack or limitation of status or of power, incapacity or disability of the Chargor or of the directors, partners or agents thereof, or that the Chargor may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals or creditors, or in the taking or registering of this Charge or any other securities, the whole whether known to the Chargee or not; and all the monies secured hereby or intended to be secured hereby shall be recoverable from each such Chargor as sole or principal debtor in respect thereof and shall be paid to the Chargee on demand with interest and accessories; and
- (f) Each such Chargor shall be bound by any account settled between the Chargee and the Chargor, and if no such account has been so settled immediately before demand of payment hereunder any account stated by the Chargee shall be accepted by such Chargor and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Chargor to the Chargee or remains unpaid by the Chargor to the Chargee.



March 20, 2024

**Via E-mail & Original to Follow by Courier**  
**coa@brampton.ca**

**Kevin Dias**  
Direct +1 519 575 7527  
kevin.dias@gowlingwg.com  
File no. K0573339

Secretary-Treasurer  
Committee of Adjustment  
City of Brampton  
2 Wellington Street West  
Brampton, ON L6Y 4R2

Dear Sir / Madam:

**Re: Application for Certificate of Validation**  
**48 Nostalgia Ct., Brampton, ON L6X 5C6**

We are the solicitors for Duca Financial Services Credit Union Limited, which is the mortgagee on property municipally known as 48 Nostalgia Ct., Brampton, Ontario, L6X 5C6 (the "**Property**").<sup>1</sup>

It recently came to our client's attention that the Property was mortgaged in 2020 in contravention of section 50 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended (the "**Planning Act**"). Subsection 50(21) of the *Planning Act* provides that any transfer, mortgage, or charge granted in contravention of section 50 does not "*create or convey any interest in land*". As a result of this discovery, our client has instructed us to submit the enclosed application for a Certificate of Validation in order to validate its interest in the Property.

We offer the following by way of some background to the application:

- The Property is located within the Fletcher's Creek neighbourhood in the City of Brampton.
- The Property was developed by Fletcher's Contwo Investments Limited and Josef Braun (the "**Developer**") in or around 2002.
- A semi-detached home was completed on the Property in or about 2003.
- The Developer sold the Property to Manjit and Parmjeet Sahota on August 1, 2003, pursuant to a transfer registered as PR477960. Part Lot Control By-Law 34-2003 (the "**Part Lot By-Law**") was in-force at the time of this transfer and, as such, there was no *Planning Act* violation at the time the Property was originally created.
- Unfortunately, the Property came under common ownership with abutting lands when Mr. and Ms. Sahota became the registered owners of the neighbouring property municipally known as

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<sup>1</sup> The full legal description of the Property is: Part Lot 32, 43M1527, Part 4, 43R28260 (All of PIN 14095-2589).



46 Nostalgia Ct. (the “**Abutting Lands**”) on July 31, 2003, pursuant to a transfer registered as PR477336.<sup>2</sup>

- The City of Brampton repealed the Part Lot By-Law on May 2, 2005 through the adoption of By-law 60-2005. The Property and the Abutting Lands legally merged upon the passage of By-law 60-2005.
- Any transfer or mortgage of the Property after May 2, 2005 which did not include the Abutting Lands would therefore have required *Planning Act* approval.
- All purported transfers and other dealings with the Property subsequent to May 2, 2005 have, in fact, been in violation of the subdivision control provisions of the *Planning Act*, as no consent to sever was obtained nor were *Planning Act* statements included in any such transfers.
- In law, Mr. and Mrs. Sahota remain the legal owners of the Property and the Abutting Lands.
- The most recent purported transfer of the Property was from Mr. and Mrs. Sahota to Michael Nicholson, registered as PR2185505 on April 27, 2012 (the “**2012 Transfer**”).
- Duca Financial Services Credit Union Limited is a lender to Mr. Nicholson and Mr. Nicholson purported to mortgage the Property in favour of our client on May 14, 2020 (the “**Charge**”), registered as PR3651380.
- Unfortunately, the Charge did not convey any legal interest in the Property due to the earlier *Planning Act* violations<sup>3</sup> and the fact that Mr. Nicholson himself does not have good legal title to the Property.

In our submission, it is fair and appropriate that the Committee of Adjustment issue the requested Certificate of Validation in respect of the Property to validate the Charge and all prior dealings with the Property. In this regard, we would note that:

- The Property was developed long ago with a semi-detached dwelling in conformity with good land use planning principles. No new development is proposed.
- The Property conforms with the same criteria that apply to the granting of consents under section 53 of the *Planning Act*.
- Section 57 of the *Planning Act* allows that anyone with sufficient interest to apply for a Certificate of Validation.
- The requested Certificate of Validation would retroactively cure the *Planning Act* contravention and validate the Charge and all prior dealings with the Property, by providing that section 50

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<sup>2</sup> The full legal description of the Abutting Lands is: Part Lot 32, 43M1527, Part 3, 43R28260 (All of PIN 14095-2588).

<sup>3</sup> Subsection 50(21), *Planning Act*, R.S.O. 1990, c. P.13, as amended.



does not have and shall be deemed never to have had the effect of preventing the conveyance of or creation of any interest in the Property.

In support of the within application, we hereby enclose:

1. Completed Application for Consent/Validation of Title.
2. Copy of the Parcel Register for the Property, being all of PIN 14095-2589.
3. Copy of the Parcel Register for the Abutting Lands, being all of PIN 14095-2588.
4. Copy of Reference Plan 43R28260.
5. Transfer of the Abutting Property to Manjit and Parmjeet Sahota, registered as Instrument No. PR477336, on July 31, 2003.
6. Transfer of the Property to Michael Nicholson, registered as Instrument No. PR2185505 on April 27, 2012.
7. Charge in favour of Duca Financial Services Credit Union Limited, registered as Instrument No. PR3651380 on May 14, 2020.

Should you require anything further in regard to the foregoing, please advise us at your earliest opportunity.

Sincerely,

Gowling WLG (Canada) LLP

DocuSigned by:  
  
01BC098E7B71414...

Kevin Dias

KD

Encls.

**TAB 1**



For Office Use Only  
(to be inserted by the Secretary-Treasurer  
after application is deemed complete)

APPLICATION NUMBER: "B"

The personal information collected on this form is collected pursuant to subsection 53(2) of the Planning Act and will be used in the processing of this application. Applicants are advised that the Committee of Adjustment is a public process and the information contained in the Committee of Adjustment files is considered public information and is available to anyone upon request and will be published on the City's website. Questions about the collection of personal information should be directed to the Secretary-Treasurer, Committee of Adjustment, City of Brampton.

**APPLICATION**  
**Consent**  
(Please read Instructions)

**NOTE:** Pursuant to subsection 53(2) of the *PLANNING ACT*, the applicant shall provide the Committee of Adjustment with such information or material as the Committee of Adjustment may require. The Committee of Adjustment may refuse to accept or further consider the application until the prescribed information, material and the required fee are received.

1. (a) **Name of Owner/Applicant** Duca Financial Services Credit Union Limited

(print given and family names in full)

**Address** 48 Nostalgia Ct, Brampton, ON L6X 5C6

**Phone #** \_\_\_\_\_ **Fax #** \_\_\_\_\_

**Email** \_\_\_\_\_

(b) **Name of Authorized Agent** Gowling WLG (Canada) LLP - Kevin Dias

**Address** 345 King St. W, Suite 600, Kitchener, ON N2G 0C5

**Phone #** 519-575-7527 **Fax #** 519-576-6030

**Email** kevin.dias@gowlingwlg.com

2. **The type and the purpose of the proposed transaction, such as transfer for a creation of a new lot, lot addition, an easement, a charge, a lease or a correction of title.**

**Specify:** Certificate of Validation - See accompanying Cover Letter.

3. **If known, the name of the person to whom the land or an interest in the land is to be transferred, charged or leased.**

4. **Description of the subject land ("subject land" means the land to be severed and retained):**

a) **Name of Street** Nostalgia Ct. **Number** 48

b) **Concession No.** \_\_\_\_\_ **Lot(s)** \_\_\_\_\_

c) **Registered Plan No.** 43M1527 **Lot(s)** Part Lot 32

d) **Reference Plan No.** 43R28260 **Lot(s)** Part 4

e) **Assessment Roll No.** 10-08-0-011-03302-0000 **Geographic or Former Township** \_\_\_\_\_

5. **Are there any easements or restrictive covenants affecting the subject land?**

**Yes**  **No**

**Specify:** \_\_\_\_\_

**6. Description of severed land: (in metric units)**

a) Frontage ~7.89m Depth ~33m Area ~362sqm

b) Existing Use Residential Proposed Use Residential

c) Number and use of buildings and structures (both existing and proposed) on the land to be severed:

(existing) 1

(proposed) 1

d) Access will be by: Existing Proposed

Provincial Highway

Municipal Road - Maintained all year

Other Public Road

Regional Road

Seasonal Road

Private Right of Way

e) If access is by water only, what parking and docking facilities will be used and what is the approximate distance of these facilities from the subject land and the nearest public road?

\_\_\_\_\_

f) Water supply will be by: Existing Proposed

Publicly owned and operated water system

Lake or other body of water

Privately owned and operated individual or communal well

Other (specify): \_\_\_\_\_

g) Sewage disposal will be by: Existing Proposed

Publicly owned and operated sanitary sewer system

Privy

Privately owned and operated individual or communal septic system

Other (specify): \_\_\_\_\_

**7. Description of retained land: (in metric units)**

a) Frontage ~7.89m Depth ~33m Area ~362sqm

b) Existing Use Residential Proposed Use Residential

c) Number and use of buildings and structures (both existing and proposed) on the land to be retained:

(existing) 1

(proposed) 1

d)	<b>Access will be by:</b>	<b>Existing</b>	<b>Proposed</b>
	Provincial Highway	<input type="checkbox"/>	<input type="checkbox"/>
	Municipal Road - Maintained all year	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Other Public Road	<input type="checkbox"/>	<input type="checkbox"/>
	Regional Road	<input type="checkbox"/>	<input type="checkbox"/>
	Seasonal Road	<input type="checkbox"/>	<input type="checkbox"/>
	Private Right of Way	<input type="checkbox"/>	<input type="checkbox"/>

e) If access is by water only, what parking and docking facilities will be used and what is the approximate distance of these facilities from the subject land and the nearest public road?

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f)	<b>Water supply will be by:</b>	<b>Existing</b>	<b>Proposed</b>
	Publicly owned and operated water system	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Lake or other body of water	<input type="checkbox"/>	<input type="checkbox"/>
	Privately owned and operated individual or communal well	<input type="checkbox"/>	<input type="checkbox"/>
	Other (specify):	_____	

g)	<b>Sewage disposal will be by:</b>	<b>Existing</b>	<b>Proposed</b>
	Publicly owned and operated sanitary sewer system	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Privy	<input type="checkbox"/>	<input type="checkbox"/>
	Privately owned and operated individual or communal septic system	<input type="checkbox"/>	<input type="checkbox"/>
	Other (specify):	_____	

8. What is the current designation of the land in any applicable zoning by-law and official plan?

	<b>Land to be Severed</b>	<b>Land to be Retained</b>
<b>Zoning By-Law</b>	<u>R3B-827 - Residential</u>	<u>R3B-827 - Residential</u>
<b>Official Plans</b>		
<b>City of Brampton</b>	<u>Communities</u>	<u>Communities</u>
<b>Region of Peel</b>	<u>Urban System</u>	<u>Urban System</u>

9. Has the subject land ever been the subject of an application for approval of a plan of subdivision under section 51 of the Planning Act or a consent under section 53 of the Act and if the answer is yes and if known, the file number of the application and the decision on the application?

Yes  No

File # 21T-95010B Status/Decision Assumed on 06/24/2008

10. Has any land been severed from the parcel originally acquired by the owner of the subject land?

Yes  No

Date of Transfer \_\_\_\_\_ Land Use \_\_\_\_\_

11. If known, is/was the subject land the subject of any other application under the Planning Act, such as:

	File Number	Status
Official Plan Amendment	_____	_____
Zoning By-law Amendment	_____	_____
Minister's Zoning Order	_____	_____
Minor Variance	_____	_____
Validation of the Title	_____	_____
Approval of Power and Sale	_____	_____
Plan of Subdivision	_____	_____

12. Is the proposal consistent with Policy Statements issued under subsection 3(1) of the *Planning Act*?  
Yes  No

13. Is the subject land within an area of land designated under any Provincial Plan?  
Yes  No

14. If the answer is yes, does the application conform to the applicable Provincial Plan?  
Yes  No

15. If the applicant is not the owner of the subject land, the written authorization, of the owner that the applicant is authorized to make the application, shall be attached. (See "APPOINTMENT AND AUTHORIZATION OF AGENTS" form attached).

Dated at the City of Kitchener  
this 20th day of March, 2024.

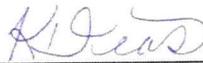
  
\_\_\_\_\_  
Signature of Applicant, or Authorized Agent, see note on next page

Check box if applicable:  
 I have the authority to bind the Corporation

**DECLARATION**

I, Kevin Dias of the City of Kitchener  
in the County/District/Regional Municipality of Waterloo solemnly declare that all the statements contained in t  
application are true and I make this as if made under oath and by virtue of "The Canada Evidence Act".

Declared before me at the City of Kitchener  
in the Region of Waterloo  
this 20th day of March, 2024.

  
\_\_\_\_\_  
Signature of applicant/solicitor/authorized agent, etc.

  
\_\_\_\_\_  
Signature of a Commissioner, etc.

**Matthew Romanick, a Commissioner, etc.,  
for the Province of Ontario,  
while a licenced paralegal.**

FOR OFFICE USE ONLY - To Be Completed By the Zoning Division	
This application has been reviewed with respect to possible variances required and the results of the said review are outlined on the attached checklist.	
_____ Zoning Officer	_____ Date

DATE RECEIVED \_\_\_\_\_  
Date Application Deemed Complete by the Municipality

**NOTES:**

1. If this application is signed by an agent or solicitor on behalf of the applicant, the owner's written authorization must accompany this application. If the applicant is a Corporation acting without agent or solicitor, the application must be signed by an Officer of the Corporation with a declaration indicating that the said Officer has the authority to bind the Corporation. If the application is signed by an agent or solicitor on behalf of the applicant who is a Corporation, the applicant's written authorization must accompany this application and must be signed by an Officer of the Corporation with a declaration indicating that the said Officer has the authority to bind the Corporation.
2. Each copy of the application must be accompanied by a sketch **and a key map** showing the location of the subject land
3. Sketches or reproductions are to be no larger than Legal Size. Application plans which are larger may be submitted provided at least **one reproduction** reduced to Legal Size is filed with the application.
4. Where it is determined that a sketch will not adequately provide the information required, it may be necessary to provide a plan prepared by an Ontario Land Surveyor.
5. The sketch shall show
  - a) the boundaries and dimensions of any land abutting the subject land that is owned by the owner of the subject land;
  - b) the approximate distance between the subject land and the nearest township lot line or landmark such as a bridge or railway crossing;
  - c) the boundaries and dimensions of the subject land, the part that is to be severed (shown in double hatch lines XXXX) and the part that is to be retained (shown in single hatched lines ////);
  - d) the location of all land previously severed from the parcel originally acquired by the current owner of the subject land;
  - e) the approximate location of all natural and artificial features on the subject land and on the land that is adjacent to the subject land that, in the opinion of the applicant may affect the application, such as buildings, railways, roads, watercourses, drainage ditches, river or stream banks, wetlands, wooded areas, wells and septic tanks;
  - f) the existing uses on adjacent land, such as residential, agricultural and commercial uses;
  - g) the location, width and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public travelled road, a private road or a right of way;
  - h) if access to the subject land is by water only, the location of the parking and boat docking facilities to be used;
  - i) the location and nature of any easement affecting the subject land; a
  - j) if a natural or artificial feature is to be the proposed new property line or part thereof, identify the feature(s) as such on the sketch.
6. It is required that **1 original copy** of this application be filed, together with **2 copies** of the sketch described in item 2 above, with the Secretary-Treasurer, accompanied by the applicable fee.

**APPOINTMENT AND AUTHORIZATION OF AGENT(S)**

To: The Committee of Adjustment, City of Brampton,

I, Duca Financial Services Credit Union Limited,  
(Please print or type full name of the owner)

the undersigned, hereby appoint and authorize/have appointed and authorized as my agent(s) for the purpose of:

1. Signing and filing the application(s) on behalf of the undersigned;

1. Gowling WLG (Canada) LLP - Kevin Dias;  
(Please print or type full name(s) of the agent(s) or the firm or corporation name. Add a separate sheet if necessary.)

2. Representing the undersigned before the Committee of Adjustment,

2. Gowling WLG (Canada) LLP - Kevin Dias;  
(Please print or type full name(s) of the agent(s) or the firm or corporation name. Add a separate sheet if necessary.)

3. Acting on behalf of the owner with respect to all matters related to the application, including but not limited to fulfilling conditions and acquiring the Secretary-Treasurer's Certificate,

3. Gowling WLG (Canada) LLP - Kevin Dias;  
(Please print or type full name(s) of the agent(s) or the firm or corporation name. Add a separate sheet if necessary.)

**AND**, I do hereby declare and confirm that I am the (an) owner of the land to which this application relates;

**AND**, I do hereby ratify, confirm and adopt as my own, the act(s), representation(s), reply (replies) and commitment(s) made on my behalf by the said agent(s).

Dated this 20th day of March, 2024.

x   
(Signature of the owner. If where the owner is a firm or corporation, the signing officer of the owner.)

Jonathan Goodman, Senior Vice President Retail Credit & Operational Risk  
(Where the owner is a firm or corporation, please type or print the full name of the person signing.)

**NOTES:**

1. If the owner is a corporation, this appointment and authorization shall include the statement that the person signing this appointment and authorization has authority to bind the corporation (or alternatively, the corporate seal shall be affixed hereto).
2. If there is more than one owner, **all owners** shall complete and sign **individual** appointment and authorization forms.
3. If the agent is a firm or corporation, specify whether all members of the firm or corporation are appointed or, if not, specify by name(s) the person(s) of the firm or corporation that are appointed.

**PERMISSION TO ENTER**

To: The Secretary-Treasurer  
Committee of Adjustment  
City of Brampton  
2 Wellington Street West  
Brampton, Ontario  
L6Y 4R2  
[coa@brampton.ca](mailto:coa@brampton.ca)

LOCATION OF THE SUBJECT LAND: 48 Nostalgia Ct, Brampton, ON L6X 5C6

I/We, Duca Financial Services Credit Union Limited  
please print/type the full name of the owner(s)

the undersigned, being the registered owner(s) of the subject land, hereby authorize the Members of the City of Brampton Committee of Adjustment and City of Brampton staff members, to enter upon the above noted property for the purpose of conducting a site inspection with respect to the attached application for Minor Variance and/or consent.

Dated this 20th day of March, 2024.

x   
(signature of the owner[s], or where the owner is a firm or corporation, the signature of an officer of the owner.)

Jonathan Goodman, Senior Vice President Retail Credit & Operational Risk, I have authority to bind the corporation  
(where the owner is a firm or corporation, please print or type the full name of the person signing.)

**NOTE: If the owner is a firm or corporation, the corporate seal shall be affixed hereto**

**NO DISCUSSION SHALL TAKE PLACE BETWEEN THE COMMITTEE MEMBERS AND THE APPLICANT DURING THE SITE INSPECTION**

**TAB 2**



LAND  
REGISTRY  
OFFICE #43

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

14095-2589 (LT)

PAGE 1 OF 4  
PREPARED FOR Kevin001  
ON 2024/03/20 AT 11:03:11

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

**PROPERTY DESCRIPTION:** PT LOT 32, PLAN 43M1527, DES AS PT 4, 43R28260; S/T RIGHT INFAVOUR OF BRAUN, JOSEF AND FLETCHER'S CONTWO INVESTMENTS LIMITED UNTIL COMPLETE ASSUMPTION OF THE SUBDIVISION WORKS AND SERVICES BY THE CORPORATION OF THE CITY OF BRAMPTON AND THE REGIONAL MUNICIPALITY OF PEEL, AS IN PR477960.; CITY OF BRAMPTON

**PROPERTY REMARKS:**

**ESTATE/QUALIFIER:**  
FEE SIMPLE  
ABSOLUTE

**RECENTLY:**  
DIVISION FROM 14095-2191

**PIN CREATION DATE:**  
2003/08/22

**OWNERS' NAMES**  
NICHOLSON, MICHAEL

**CAPACITY SHARE**  
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2003/08/22 **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
LT1613284	1996/01/25	NOTICE		*** DELETED AGAINST THIS PROPERTY ***		
LT1778022	1997/11/05	CHARGE		*** DELETED AGAINST THIS PROPERTY *** FLETCHER'S CONTWO INVESTMENTS LIMITED 276590 ONTARIO LIMITED AS TO FIRSTLY LANDS FLETCHER'S CONTWO INVESTMENTS LIMITED BRAUN, JOSEF AS TO SECONDLY LANDS	CANADIAN IMPERIAL BANK OF COMMERCE	
CORRECTIONS: 'THIS INSTRUMENT' WAS DELETED FROM PROPERTY 14095-0149 IN ERROR AND WAS RE-INSTATED ON 1999/08/04 BY LORETTA CHRISTIE. 'THIS INSTRUMENT' WAS DELETED FROM PROPERTY 14095-0166 IN ERROR AND WAS RE-INSTATED ON 1999/11/03 BY LINDA WILDE-MCFADYEN. 'THIS INSTRUMENT' WAS DELETED FROM PROPERTY 14095-1276 IN ERROR AND WAS RE-INSTATED ON 2001/04/03 BY ISOBEL STEWART. 'THIS INSTRUMENT' WAS DELETED FROM PROPERTY 14095-1452 IN ERROR AND WAS RE-INSTATED ON 2001/11/01 BY CLAIRE COOPER.						
LT1944815	1999/05/27	NOTICE AGREEMENT		OWNERS	THE REGIONAL MUNICIPALITY OF PEEL THE CORPORATION OF THE CITY OF BRAMPTON	C
PR267605	2002/06/27	NO SUB AGREEMENT		FLETCHER'S CONTWO INVESTMENTS LIMITED BRAUN, JOSEF	THE CORPORATION OF THE CITY OF BRAMPTON THE REGIONAL MUNICIPALITY OF PEEL	C
PR267629	2002/06/27	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** CANADIAN IMPERIAL BANK OF COMMERCE	THE CORPORATION OF THE CITY OF BRAMPTON	
REMARKS: LT1778022 TO PR267605						
PR406544	2003/03/19	BYLAW		THE CORPORATION OF THE CITY OF BRAMPTON		C
REMARKS: PART LOT CONTROL						
43R28260	2003/06/25	PLAN REFERENCE				C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



LAND  
REGISTRY  
OFFICE #43

14095-2589 (LT)

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
PR477960	2003/08/01	TRANSFER		*** COMPLETELY DELETED *** BRAUN, JOSEF FLETCHER'S CONTWO INVESTMENTS LIMITED	SAHOTA, MANJIT SAHOTA, PARMJEET	
PR477961	2003/08/01	CHARGE		*** DELETED AGAINST THIS PROPERTY *** SAHOTA, MANJIT SAHOTA, PARMJEET	MCAP SERVICE CORPORATION	
PR539219	2003/11/07	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
		REMARKS: RE: LT1778022				
PR794470	2005/01/26	APL (GENERAL)		*** COMPLETELY DELETED *** BRAUN, JOSEPH, IN TRUST FLETCHERS CONTWO INVESTMENTS LIMITED 276590 ONTARIO LIMITED 799563 ONTARIO LIMITED PARKSIDE BUILDING GROUP INC.		
		REMARKS: DELETES LT1613284				
PR843507	2005/05/02	BYLAW		THE CORPORATION OF THE CITY OF BRAMPTON		C
		REMARKS: BY-LAW 60-2005 TO REPEAL BY-LAWS EXEMPTING LANDS FROM PART LOT CONTROL				
PR992081	2005/12/30	TRANSFER		*** COMPLETELY DELETED *** SAHOTA, MANJIT SAHOTA, PARMJEET	SAHOTA, MANJIT SAHOTA, PARMJEET SAHOTA, HARJIT SAHOTA, RAVINDER	
PR992082	2005/12/30	CHARGE		*** COMPLETELY DELETED *** SAHOTA, MANJIT SAHOTA, PARMJEET SAHOTA, HARJIT SAHOTA, RAVINDER	SCOTIA MORTGAGE CORPORATION	
PR1029866	2006/03/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** MCAP SERVICE CORPORATION		
		REMARKS: RE: PR477961				
PR1342619	2007/09/26	CHARGE		*** COMPLETELY DELETED *** SAHOTA, HARJIT SAHOTA, MANJIT	1448037 ONTARIO LTD.	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
PR1342622	2007/09/26	NO ASSGN RENT GEN		SAHOTA, PARMJEET SAHOTA, RAVINDER  *** COMPLETELY DELETED *** SAHOTA, MANJIT SAHOTA, PARMJEET SAHOTA, RAVINDER SAHOTA, HARJIT	1448037 ONTARIO LTD.	
		REMARKS: PR1342619				
PR2109922	2011/11/18	TRANSFER		*** COMPLETELY DELETED *** SAHOTA, HARJIT SAHOTA, MANJIT SAHOTA, PARMJEET SAHOTA, RAVINDER	SAHOTA, MANJIT SAHOTA, PARMJEET	
PR2185299	2012/04/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** 1448037 ONTARIO LTD.		
		REMARKS: PR1342619.				
PR2185505	2012/04/27	TRANSFER	\$385,000	SAHOTA, MANJIT SAHOTA, PARMJEET	NICHOLSON, MICHAEL	C
PR2185506	2012/04/27	CHARGE		*** COMPLETELY DELETED *** NICHOLSON, MICHAEL	HOME TRUST COMPANY	
PR2185507	2012/04/27	CHARGE		*** COMPLETELY DELETED *** NICHOLSON, MICHAEL	4519965 CANADA INC.	
PR2201020	2012/05/28	DISCH OF CHARGE		*** COMPLETELY DELETED *** SCOTIA MORTGAGE CORPORATION		
		REMARKS: PR992082.				
PR2433801	2013/09/17	CHARGE		*** COMPLETELY DELETED *** NICHOLSON, MICHAEL	KOKO, DEINMA	
PR2454173	2013/10/29	DISCH OF CHARGE		*** COMPLETELY DELETED *** 4519965 CANADA INC.		
		REMARKS: PR2185507.				
PR2568322	2014/07/22	CHARGE		*** COMPLETELY DELETED *** NICHOLSON, MICHAEL	THERIAULT HOLDINGS INC	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



LAND  
REGISTRY  
OFFICE #43

14095-2589 (LT)

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
PR2568572	2014/07/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** KOKO, DEINMA		
	REMARKS: PR2433801.					
PR2939447	2016/06/30	NOTICE		*** COMPLETELY DELETED *** THERIAULT HOLDINGS INC.	NICHOLSON, MICHAEL	
	REMARKS: PR2568322					
PR3137365	2017/06/01	CHARGE		*** COMPLETELY DELETED *** NICHOLSON, MICHAEL	COMPUTERSHARE TRUST COMPANY OF CANADA	
PR3137366	2017/06/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** THERIAULT HOLDINGS INC		
	REMARKS: PR2568322.					
PR3162741	2017/07/11	DISCH OF CHARGE		*** COMPLETELY DELETED *** HOME TRUST COMPANY		
	REMARKS: PR2185506.					
PR3536957	2019/09/11	NO SEC INTEREST		*** COMPLETELY DELETED *** PROMPT FINANCIAL SOLUTIONS CORPORATION		
PR3651380	2020/05/14	CHARGE	\$447,500	NICHOLSON, MICHAEL	DUCA FINANCIAL SERVICES CREDIT UNION LIMITED	C
PR3899368	2021/08/30	DISCHARGE INTEREST		*** COMPLETELY DELETED *** PROMPT FINANCIAL SOLUTIONS CORPORATION		
	REMARKS: PR3536957.					
PR4105013	2022/08/24	DISCH OF CHARGE		*** COMPLETELY DELETED *** COMPUTERSHARE TRUST COMPANY OF CANADA		
	REMARKS: PR3137365.					
PR4311005	2024/03/12	NO SEC INTEREST	\$1	SIMPLY SMART FINANCIAL INC.		C
PR4313372	2024/03/19	CAUTION-LAND	\$2	NICHOLSON, MICHAEL CHACON, DINA	DUCA FINANCIAL SERVICES CREDIT UNION LIMITED	

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**TAB 3**



LAND  
REGISTRY  
OFFICE #43

14095-2588 (LT)

PAGE 1 OF 4  
PREPARED FOR Kevin001  
ON 2024/03/20 AT 11:04:13

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

**PROPERTY DESCRIPTION:** PT LOT 32, PLAN 43M1527, DES AS PT 3, 43R28260; S/T RIGHT INFAVOUR OF BRAUN, JOSEF AND FLETCHER'S CONTWO INVESTMENTS LIMITED UNTIL COMPLETE ASSUMPTION OF THE SUBDIVISION WORKS AND SERVICES BY THE CORPORATION OF THE CITY OF BRAMPTON AND THE REGIONAL MUNICIPALITY OF PEEL, AS IN PR477336.; CITY OF BRAMPTON

**PROPERTY REMARKS:**

**ESTATE/QUALIFIER:**  
FEE SIMPLE  
ABSOLUTE

**RECENTLY:**  
DIVISION FROM 14095-2191

**PIN CREATION DATE:**  
2003/08/22

**OWNERS' NAMES**  
CHACON, DINA

**CAPACITY SHARE**  
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2003/08/22 **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
LT1613284	1996/01/25	NOTICE		*** DELETED AGAINST THIS PROPERTY ***		
LT1778022	1997/11/05	CHARGE		*** DELETED AGAINST THIS PROPERTY *** FLETCHER'S CONTWO INVESTMENTS LIMITED 276590 ONTARIO LIMITED AS TO FIRSTLY LANDS FLETCHER'S CONTWO INVESTMENTS LIMITED BRAUN, JOSEF AS TO SECONDLY LANDS	CANADIAN IMPERIAL BANK OF COMMERCE	
CORRECTIONS: 'THIS INSTRUMENT' WAS DELETED FROM PROPERTY 14095-0149 IN ERROR AND WAS RE-INSTATED ON 1999/08/04 BY LORETTA CHRISTIE. 'THIS INSTRUMENT' WAS DELETED FROM PROPERTY 14095-0166 IN ERROR AND WAS RE-INSTATED ON 1999/11/03 BY LINDA WILDE-MCFADYEN. 'THIS INSTRUMENT' WAS DELETED FROM PROPERTY 14095-1276 IN ERROR AND WAS RE-INSTATED ON 2001/04/03 BY ISOBEL STEWART. 'THIS INSTRUMENT' WAS DELETED FROM PROPERTY 14095-1452 IN ERROR AND WAS RE-INSTATED ON 2001/11/01 BY CLAIRE COOPER.						
LT1944815	1999/05/27	NOTICE AGREEMENT		OWNERS	THE REGIONAL MUNICIPALITY OF PEEL THE CORPORATION OF THE CITY OF BRAMPTON	C
PR267605	2002/06/27	NO SUB AGREEMENT		FLETCHER'S CONTWO INVESTMENTS LIMITED BRAUN, JOSEF	THE CORPORATION OF THE CITY OF BRAMPTON THE REGIONAL MUNICIPALITY OF PEEL	C
PR267629	2002/06/27	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** CANADIAN IMPERIAL BANK OF COMMERCE	THE CORPORATION OF THE CITY OF BRAMPTON	
REMARKS: LT1778022 TO PR267605						
PR406544	2003/03/19	BYLAW		THE CORPORATION OF THE CITY OF BRAMPTON		C
REMARKS: PART LOT CONTROL						
43R28260	2003/06/25	PLAN REFERENCE				C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
PR477336	2003/07/31	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** BRAUN, JOSEF FLETCHER'S CONTWO INVESTMENTS LIMITED	SAHOTA, MANJIT SAHOTA, PARMJEET	
PR477337	2003/07/31	CHARGE		*** DELETED AGAINST THIS PROPERTY *** SAHOTA, MANJIT SAHOTA, PARMJEET	ROYAL BANK OF CANADA	
PR539219	2003/11/07	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
		REMARKS: RE: LT1778022				
PR794470	2005/01/26	APL (GENERAL)		*** COMPLETELY DELETED *** BRAUN, JOSEPH, IN TRUST FLETCHERS CONTWO INVESTMENTS LIMITED 276590 ONTARIO LIMITED 799563 ONTARIO LIMITED PARKSIDE BUILDING GROUP INC.		
		REMARKS: DELETES LT1613284				
PR843507	2005/05/02	BYLAW		THE CORPORATION OF THE CITY OF BRAMPTON		C
		REMARKS: BY-LAW 60-2005 TO REPEAL BY-LAWS EXEMPTING LANDS FROM PART LOT CONTROL				
PR1298844	2007/07/20	CHARGE		*** COMPLETELY DELETED *** SAHOTA, MANJIT SAHOTA, PARMJEET	NEW PUNJAB LOAN & FINANCIAL CORP.	
PR1298918	2007/07/20	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** NEW PUNJAB LOAN & FINANCIAL CORP.	SAHOTA, MANJIT SAHOTA, PARMJEET	
		REMARKS: PR1298844				
PR1308807	2007/08/02	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** NEW PUNJAB LOAN & FINANCIAL CORP.	AGGARWAL, VIDYA PERSISTENT TECHNOLOGIES INC.	
		REMARKS: PR1298844				
PR1864137	2010/07/23	TRANSFER		*** COMPLETELY DELETED *** SAHOTA, MANJIT SAHOTA, PARMJEET	SAHOTA, PARMJEET	
PR1864138	2010/07/23	CHARGE		*** COMPLETELY DELETED ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



LAND  
REGISTRY  
OFFICE #43

14095-2588 (LT)

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
PR1881697	2010/08/26	DISCH OF CHARGE		SAHOTA, PARMJEET *** COMPLETELY DELETED *** ROYAL BANK OF CANADA	COMPUTERSHARE TRUST COMPANY OF CANADA	
		REMARKS: PR477337.				
PR1960179	2011/02/08	DISCH OF CHARGE		*** COMPLETELY DELETED *** NEW PUNJAB LOAN & FINANCIAL CORP.		
		REMARKS: PR1298844.				
PR1964404	2011/02/18	CHARGE		*** COMPLETELY DELETED *** SAHOTA, PARMJEET	NEW PUNJAB LOAN & FINANCIAL CORP.	
PR1964469	2011/02/18	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** SAHOTA, PARMJEET	NEW PUNJAB LOAN & FINANCIAL CORP.	
		REMARKS: PR1964404				
PR1991075	2011/04/19	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** NEW PUNJAB LOAN & FINANCIAL CORP.	2274488 ONTARIO INC.	
		REMARKS: PR1964404.				
PR1994288	2011/04/28	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** 2274488 ONTARIO INC.	NEW PUNJAB LOAN & FINANCIAL CORP. 2274488 ONTARIO INC.	
		REMARKS: PR1964404.				
PR2137511	2012/01/17	TRANSFER		*** COMPLETELY DELETED *** SAHOTA, PARMJEET	GILL, RUPINDER KAUR	
PR2137512	2012/01/17	CHARGE		*** COMPLETELY DELETED *** GILL, RUPINDER KAUR	NATIONAL BANK OF CANADA	
PR2137533	2012/01/17	DISCH OF CHARGE		*** COMPLETELY DELETED *** NEW PUNJAB LOAN & FINANCIAL CORP. 2274488 ONTARIO INC.		
		REMARKS: PR1964404.				
PR2155329	2012/02/24	DISCH OF CHARGE		*** COMPLETELY DELETED *** COMPUTERSHARE TRUST COMPANY OF CANADA		
		REMARKS: PR1864138.				
PR3059957	2017/01/10	TRANSFER	\$589,000	GILL, RUPINDER KAUR	CHACON, DINA	C

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NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



LAND  
REGISTRY  
OFFICE #43

14095-2588 (LT)

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

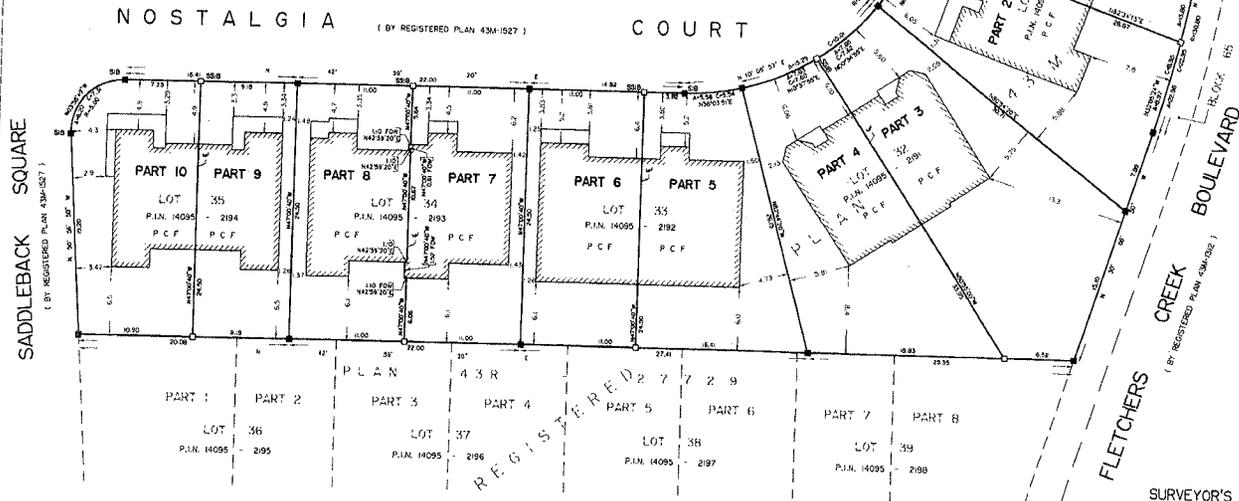
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
PR3059958	2017/01/10	CHARGE		*** COMPLETELY DELETED *** CHACON, DINA	BANK OF MONTREAL	
PR3078177	2017/02/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** NATIONAL BANK OF CANADA		
		REMARKS: PR2137512.				
PR3994310	2022/02/11	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
		REMARKS: PR3059958.				
PR4015282	2022/03/18	CHARGE	\$700,000	CHACON, DINA	THE TORONTO-DOMINION BANK	C
PR4313372	2024/03/19	CAUTION-LAND	\$2	NICHOLSON, MICHAEL CHACON, DINA	DUCA FINANCIAL SERVICES CREDIT UNION LIMITED	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

**TAB 4**

PLAN OF SURVEY OF  
 LOTS 31 TO 35 (All Inclusive),  
 REGISTERED PLAN 43M-1527  
 CITY OF BRAMPTON  
 REGIONAL MUNICIPALITY OF PEEL  
 SCALE: 1" = 250'

YOUNG & YOUNG SURVEYING INC.  
 ONTARIO LAND SURVEYORS  
 2003



I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.  
 DATE: JUNE 20, 2003  
 RECEIVED AND DEPOSITED  
 DATE: JUNE 25, 2003  
 TIMOTHY A. YOUNG, O.M., B.S.C.  
 DEPUTY LAND REGISTRAR  
 ONTARIO LAND SURVEYOR  
 DIVISION OF PEEL (No. 83)

PART SCHEDULE			
PART	ALL OF LOT	PLAN	ALL OF P.I.N.
1			
2	31		14099-2190
3			
4	32		14099-2191
5			
6	35		14099-2192
7	34		14099-2193
8			
9	35		14099-2194
10			

- LEGEND**
- MONUMENT SURVEY MONUMENT SET
  - SURVEY MONUMENT FOUND
  - IRON BAR
  - STANDARD HIGH BAR
  - SHORT STANDARD IRON BAR
  - ARC
  - CHISEL
  - RADIUS
  - NORTH, SOUTH, EAST, WEST
  - PROPERTY IDENTIFIER NUMBER
  - WITNESS
  - POURED CONCRETE FOUNDATION

ALL FOUND MONUMENTS ARE BY BOWMETT YOUNG LTD., O.L.S.  
 UNLESS NOTED OTHERWISE  
 ALL MONUMENTS ARE IRON BARS UNLESS NOTED OTHERWISE

**METRIC**  
 DISTANCES SHOWN HEREON ARE IN METRES  
 AND CAN BE CONVERTED TO FEET BY  
 DIVIDING BY 0.3048

**BEARING NOTE**  
 BEARINGS ARE ASTRONOMIC AND ARE REFERRED TO THE  
 SOUTHWEST CORNER OF NOSTALGIA COURT, HAVING A BEARING OF  
 N 42° 56' 30" E ACCORDING TO REGISTERED PLAN 43M-1527

**SURVEYOR'S CERTIFICATE**

- I CERTIFY THAT:
- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATING MADE UNDER THEREIN.
  - THIS SURVEY WAS COMPLETED ON THE 18th DAY OF DECEMBER, 2002

JUNE 20, 2003  
 DATE  
 TIMOTHY A. YOUNG, O.M., B.S.C.  
 ONTARIO LAND SURVEYOR

**YOUNG & YOUNG SURVEYING INC.**  
 PROFESSIONAL LAND SURVEYORS

340 THE WESTMALL SUITE 200 TORONTO, ONTARIO M5T 1A7  
 3 HOLLAND SQUARE SUITE 101 5 BAYVIEW ONTARIO L7R 1S8  
 PHONE: (416) 223-7475 FAX: (416) 223-3340 (TOLL FREE: 1-800-387-4441)

DRAWN BY: J.K.  
 PROJECT 02-T5932-G

**TAB 5**

LRO # 43 Transfer

Registered as PR477336 on 2003 07 31 at 16:28

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 4

**LRO Annotation**

New Pin 14095-2588 lc

**Properties**

*PIN* 14095 - 2191 LT *Estate/Qualifier* Fee Simple Absolute  Split  
*Description* PART OF LOT 32, PLAN 43M1527, DESIGNATED AS PART 3 ON PLAN  
 43R-28260, BRAMPTON.  
*Address* 46 NOSTALGIA COURT  
 BRAMPTON

**Consideration**

*Consideration* \$196,200.23

**Transferor(s)**

The transferor(s) hereby transfers the land to the transferee(s).

*Name* BRAUN, JOSEF  
*Address for Service* 3625 Dufferin Street  
 Suite 500  
 Toronto, Ontario  
 M3K 1N4

I am at least 18 years of age.

The property is not ordinarily occupied by me and my spouse, who is not separated from me, as our family residence.

This document is not authorized under Power of Attorney by this party.

*Name* FLETCHER'S CONTWO INVESTMENTS LIMITED  
*Address for Service* 3625 Dufferin Street  
 Suite 500  
 Toronto, Ontario  
 M3K 1N4

I, MARK MANDELBAUM, SECRETARY, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

<b>Transferee(s)</b>		<b>Capacity</b>	<b>Share</b>
<i>Name</i>	SAHOTA, MANJIT ✓	Joint Tenants	
<i>Address for Service</i>	46 NOSTALGIA COURT BRAMPTON		
<i>Name</i>	SAHOTA, PARMJEET ✓	Joint Tenants	
<i>Date of Birth</i>	1961 04 13		
<i>Address for Service</i>	46 NOSTALGIA COURT BRAMPTON		

**Statements**

Schedule: See Schedules

**Signed By**

Kathy Mary Outos 201-3625 Dufferin St. acting for Transferor(s) Signed 2003 07 31  
 Toronto M3K 1Z2  
 Tel 4166303220  
 Fax 4166307632

LRO # 43 Transfer

Registered as PR477336 on 2003 07 31 at 16:28

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 4

**Signed By**

Judy Diane Smith                      126-377 Burnhamthorpe Rd. E.      acting for Transferee(s)      Signed      2003 07 31  
Mississauga L5A 3Y1

Tel      905-276-9701  
Fax      9052774966

**Submitted By**

BARRY SMITH LAW OFFICE              126-377 Burnhamthorpe Rd. E.                      2003 07 31  
Mississauga L5A 3Y1

Tel      905-276-9701  
Fax      9052774966

**Fees/Taxes/Payment**

Statutory Registration Fee	\$60.00
Land Transfer Tax	\$1,687.00
Total Paid	\$1,747.00

**LAND TRANSFER TAX STATEMENTS**

In the matter of the conveyance of: 14095 - 2191 PART OF LOT 32, PLAN 43M1527, DESIGNATED AS PART 3 ON PLAN 43R-28260, BRAMPTON.

BY: BRAUN, JOSEF  
FLETCHER'S CONTWO INVESTMENTS LIMITED

TO: SAHOTA, MANJIT Joint Tenants  
SAHOTA, PARMJEET Joint Tenants

**1. SAHOTA, MANJIT AND SAHOTA, PARMJEET**

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for \_\_\_\_\_ described in paragraph(s) ( ) above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for \_\_\_\_\_ described in paragraph(s) ( ) above.
- (f) A transferee described in paragraph() and am making these statements on my own behalf and on behalf of \_\_\_\_\_ who is my spouse described in paragraph( ) and as such, I have personal knowledge of the facts herein deposited to.
- (g) A transferee described in paragraph() and am making these statements on my own behalf and on behalf of \_\_\_\_\_ who is my same-sex partner described above in paragraph(s) ( ).

**3. The total consideration for this transaction is allocated as follows:**

(a) Monies paid or to be paid in cash	196,200.23
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	0.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	196,200.23
(h) VALUE OF ALL CHATTELS --items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	196,200.23

**PROPERTY Information Record**

A. Nature of Instrument: Transfer  
LRO 43 Registration No. PR477336 Date: 2003/07/31

B. Property(s): PIN 14095 - 2191 Address 46 NOSTALGIA COURT Assessment -  
BRAMPTON Roll No

C. Address for Service: 46 NOSTALGIA COURT  
BRAMPTON

D. (i) Last Conveyance(s): PIN 14095 - 2191 Registration No. LT1724154  
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes  No  Not known

E. Tax Statements Prepared By: Judy Diane Smith  
126-377 Burnhamthorpe Rd. E.  
Mississauga L5A 3Y1

SCHEDULE

RESERVING unto the Transferor, its successors and assigns a right in the nature of an easement or license to enter upon any part of the herein lands and premises at any time, by its officers, servants, agents and contractors until complete assumption of the subdivision works and services by The Corporation of the City of Brampton and The Regional Municipality of Peel as the case may be, to do such work and make such installations as are necessary to comply with the provisions of any agreement with or direction from the local or regional municipalities, the local public utilities commission, or any other governmental authority, including but not limited to the right to undertake modifications to surface drainage features and to affect any corrective measures required by the Engineer of the City of Brampton, without such entry being deemed to be a trespass. The benefit of the easement, license or right-of-way hereinbefore described shall be annexed to and run with each and every lot and block located within Plan 43M-1527 registered in the name of the Transferor on the date of the registration of this Transfer and other lands owned by the Transferor in the City of Brampton.

**TAB 6**

LRO # 43 Transfer

Registered as PR2185505 on 2012 04 27 at 15:37

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 3

**Properties**

*PIN* 14095 - 2589 . LT *Interest/Estate* Fee Simple  
*Description* PT LOT 32, PLAN 43M1527, DES AS PT-4, 43R28260; S/T RIGHT INFAVOUR OF BRAUN, JOSEF AND FLETCHER'S CONTWO INVESTMENTS LIMITED UNTIL COMPLETE ASSUMPTION OF THE SUBDIVISION WORKS AND SERVICES BY THE CORPORATION OF THE CITY OF BRAMPTON AND THE REGIONAL MUNICIPALITY OF PEEL, AS IN PR477960.; CITY OF BRAMPTON  
*Address* 48 NOSTALGIA COURT BRAMPTON

**Consideration**

*Consideration* \$385,000.00

**Transferor(s)**

The transferor(s) hereby transfers the land to the transferee(s).

*Name* SAHOTA, MANJIT  
*Address for Service* 19 Nelly Court, Brampton, Ontario, L6P 1S9

I am at least 18 years of age.  
 SAHOTA, PARMJEET and I are spouses of one another and are both parties to this document  
 This document is not authorized under Power of Attorney by this party.

*Name* SAHOTA, PARMJEET  
*Address for Service* 19 Nelly Court, Brampton, Ontario, L6P 1S9

I am at least 18 years of age.  
 SAHOTA, MANJIT and I are spouses of one another and are both parties to this document  
 This document is not authorized under Power of Attorney by this party.

<b>Transferee(s)</b>	<b>Capacity</b>	<b>Share</b>
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<i>Name</i> NICHOLSON, MICHAEL	Registered Owner	
<i>Date of Birth</i> 1965 07 30		
<i>Address for Service</i> 48 Nostalgia Court, Brampton, Ontario, L6X 5C8		

**Signed By**

Manpreet Singh Minhas	138-2960 Drew Road Mississauga L4T 0A5	acting for Transferor(s)	Signed	2012 04 27
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Tel 9056719244  
 Fax 9056719245

I am the solicitor for the transferor(s) and I am not one and the same as the solicitor for the transferee(s).  
 I have the authority to sign and register the document on behalf of the Transferor(s).

Kenneth James	507-3100 Steeles Ave West Concord L4K 3R1	acting for Transferee(s)	Signed	2012 04 27
---------------	-------------------------------------------------	-----------------------------	--------	------------

Tel 905-761-6600  
 Fax 905-761-0028

I am the solicitor for the transferee(s) and I am not one and the same as the solicitor for the transferor(s).  
 I have the authority to sign and register the document on behalf of the Transferee(s).

LRO # 43 Transfer

Registered as PR2185505 on 2012 04 27 at 15:37

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 3

**Submitted By**

JAMES & ASSOCIATES

507-3100 Steeles Ave West  
Concord  
L4K 3R1

2012 04 27

Tel 905-761-6600

Fax 9057616028

**Fees/Taxes/Payment**

Statutory Registration Fee	\$80.00
Provincial Land Transfer Tax	\$4,250.00
Total Paid	\$4,310.00

**File Number**

Transferor Client File Number: 120233

**LAND TRANSFER TAX STATEMENTS**

INVESTMENTS  
 LIMITED UNTIL COMPLETE ASSUMPTION OF THE SUBDIVISION WORKS  
 AND SERVICES BY THE CORPORATION OF THE CITY OF BRAMPTON  
 AND THE REGIONAL MUNICIPALITY OF PEEL, AS IN PR477960.; CITY  
 OF BRAMPTON

BY: SAHOTA, MANJIT  
 SAHOTA, PARMJEET

TO: NICHOLSON, MICHAEL Registered Owner

1. NICHOLSON, MICHAEL

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for \_\_\_\_\_ described in paragraph(s) ( ) above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for \_\_\_\_\_ described in paragraph(s) ( ) above.
- (f) A transferee described in paragraph ( ) and am making these statements on my own behalf and on behalf of \_\_\_\_\_ who is my spouse described in paragraph ( ) and as such, I have personal knowledge of the facts herein deposited to.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	385,000.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	0.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	385,000.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	385,000.00

**PROPERTY Information Record**

A. Nature of Instrument: Transfer  
 LRO 43 Registration No. PR2185505 Date: 2012/04/27

B. Property(s): PIN 14095 - 2589 Address 48 NOSTALGIA COURT Assessment -  
 BRAMPTON Roll No

C. Address for Service: 48 Nostalgia Court, Brampton, Ontario, L6X 5C6

D. (i) Last Conveyance(s): PIN 14095 - 2589 Registration No. PR2109922  
 (ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes  No  Not known

E. Tax Statements Prepared By: Kenneth James  
 507-3100 Steeles Ave West  
 Concord L4K 3R1

**TAB 7**

LRO # 43 **Charge/Mortgage**

Registered as PR3651380 on 2020 05 14 at 13:14

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 7

**Properties**

*PIN* 14095 - 2589 LT *Interest/Estate* Fee Simple  
*Description* PT LOT 32, PLAN 43M1527, DES AS PT 4, 43R28260; S/T RIGHT INFAVOUR OF BRAUN, JOSEF AND FLETCHER'S CONTWO INVESTMENTS LIMITED UNTIL COMPLETE ASSUMPTION OF THE SUBDIVISION WORKS AND SERVICES BY THE CORPORATION OF THE CITY OF BRAMPTON AND THE REGIONAL MUNICIPALITY OF PEEL, AS IN PR477960.; CITY OF BRAMPTON  
*Address* 48 NOSTALGIA COURT  
 BRAMPTON

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

*Name* NICHOLSON, MICHAEL  
*Address for Service* 48 Nostalgia Court  
 Brampton, L6X 5C6

I am at least 18 years of age.

Toney, Betty Ann is my spouse and has consented to this transaction.

This document is not authorized under Power of Attorney by this party.

**Chargee(s)***Capacity**Share*

*Name* DUCA FINANCIAL SERVICES CREDIT UNION LIMITED  
*Address for Service* 5255 Yonge Street, 4th Floor  
 Toronto, Ontario, M2N 6P4

**Statements**

Schedule: See Schedules

**Provisions**

*Principal* \$447,500.00 *Currency* CDN  
*Calculation Period* Semi-Annually, not in advance  
*Balance Due Date* 2023/05/13  
*Interest Rate* 3.99%  
*Payments* \$2,125.41  
*Interest Adjustment Date* 2020 05 13  
*Payment Date* the 13th of each and every month  
*First Payment Date* 2020 06 13  
*Last Payment Date* 2023 05 13  
*Standard Charge Terms* 200433  
*Insurance Amount* Full insurable value  
*Guarantor*

**Signed By**

Marie Fauberte Saintil 135 Bathurst Street acting for Signed 2020 05 14  
 Toronto Chargor(s)  
 M5V 2R2

Tel 416-398-0334

Fax 416-398-0334

I have the authority to sign and register the document on behalf of the Chargor(s).

**Submitted By**

Saintil Law Office 135 Bathurst Street 2020 05 14  
 Toronto  
 M5V 2R2

Tel 416-398-0334

Fax 416-398-0334

LRO # 43 **Charge/Mortgage**

**Registered as PR3651380** on 2020 05 14 at 13:14

*The applicant(s) hereby applies to the Land Registrar.*

yyyy mm dd Page 2 of 7

<b><i>Fees/Taxes/Payment</i></b>
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<i>Statutory Registration Fee</i>	\$65.05
<i>Total Paid</i>	\$65.05

## **Broker Schedule of Required Clauses For Attachment to DUCA Residential Charges**

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### **SCHEDULE**

#### **Additional Provisions**

##### **Due on Sale**

This Charge, at the option of the Chargee, shall fall due and be payable upon the sale or transfer of the land together with interest as provided herein. Provided that the foregoing shall be inapplicable where the transferee or purchaser has been approved by the Chargee to assume this Charge and has executed all necessary documentation in connection therewith, including credit information, authorization, application to assume, membership application and assumption agreement, and has paid the administrative fee.

##### **Extensions, Renewals and Variations in Terms**

The terms of this Charge may be amended or extended from time to time by mutual agreement between the Chargor and the Chargee, and the Chargor covenants and agrees that notwithstanding that he has disposed of his interest in the land, the Chargor will remain liable as a principal debtor and not as a surety for the observance of all the terms and provisions hereof and will, in all matters pertaining to this Charge, well and truly do, observe, fulfill and keep all and singular the covenants, provisos, conditions, agreements and stipulations in this Charge or any amendment or extension thereof, notwithstanding the giving of time for the payment of this Charge or the varying of the terms of the payment thereof or the rate of interest thereon or any other indulgence by the Chargee to the Chargor, and whether or not such extension or amending agreement shall be registered or not, the Chargor, his heirs, estate trustees, legal personal representatives, successors and assigns or anyone claiming through or under him, shall be bound thereby.

##### **Automatic Renewal on Maturity**

Upon the expiry of the term of this Charge at a time when an amount remains owing thereunder for principal and the Chargor is not in default hereunder, this Charge shall be automatically renewed and converted into DUCA's one year open mortgage loan at the interest applicable on the date of maturity of this Charge and the monthly payment for principal and interest shall be adjusted to reflect that interest rate.

Either the Chargee or the Chargor may give written notice to the other prior to any expiry of the term of this Charge that the party giving notice is unwilling to renew this Charge and the same shall then not be renewed as set above.

##### **Renewal before Maturity**

When not in default, the Chargor may request the Chargee, any time before the date at which the balance of this Charge becomes due, to extend the term thereof and set new conditions. If the Chargee agrees, the Chargor shall pay an early renewal fee and the greater of (1) three months' interest; and (2) an interest rate differential penalty equal to the interest calculated on the balance of this Charge until maturity, at a rate corresponding to the difference between the rate then applicable to this Charge and the new rate.

##### **Payment Provisions**

Provided that if this Charge is repayable by installments of principal and interest the installments payable under this Charge are to applied firstly to interest calculated as provided in this Charge on the principal from time to time outstanding and the balance of the said installments shall be applied on account of principal; except in case of default by the Chargor, the Chargee may then apply any payments received during the period of default in whatever order it may elect as between principal, taxes, interest, repairs, insurance premiums or other advances made on behalf of the Chargor.

The Chargor shall maintain with the Chargee or another financial institution satisfactory to the Chargee, an account of a type which is satisfactory to the Chargee and shall authorize the Chargee to debit such account automatically by an amount equivalent to the amount of each installment of principal, interest and taxes, if applicable, when each such installment is due. If the account is with another financial institution, the Chargor shall cause such other financial institution to remit such amount to the Chargee when each installment is due. The Chargor shall, at the Chargee's request, execute such authorization in form and substance satisfactory to the Chargee.

## Repayment Provisions

The Chargor covenants and agrees that payment on account of this Charge shall be payable and is to be received by the Chargee on or before 2:00 o'clock p.m. on the due date, and any payment received after such time will be credited to the Chargor's account on the business day next following the due date.

## Prepayment Charge

If any acceleration of all or any portion of the principal should occur prior to the balance due date of this Charge for any reason whatsoever (whether as a result of default hereunder, by operation of law or otherwise) then an amount equal to three months' interest at the interest rate on the principal then outstanding (the "Prepayment Charge") shall immediately become due and payable. The Prepayment Charge shall be secured by this Charge. The Chargor acknowledges that the Prepayment Charge represents reasonable and fair compensation for the loss that the Chargee may sustain from any acceleration of the principal prior to the balance due date; provided that nothing herein shall create any right to prepay all or any portion of the principal at any time or in any circumstances prior to the balance due date.

## Recovery of Fees

The Chargor agrees to pay to the Chargee its then current administration and/or processing fees in connection with the preparation of any mortgage statements, amending or other agreements, discharge fees, any fees for any missed or late payments and any refused payments due to insufficient funds or other returned payments, fees relating to failure to provide the required documentation for annual reviews, proof of property taxes paid, up-to-date property insurance, financial statements, and other related documents and generally any fees in connection with the proper administration of this Charge. Any such fees and charges, if unpaid, shall be added to the principal outstanding under this Charge. The amount of any such fees or charges in effect at any particular time is available from any DUCA branch, upon request.

## Default Provisions

Provided that if any cheque or other payment is returned, any replacement payment shall be by certified cheque or bank draft. The Chargor further agrees to pay to the Chargee its servicing fees for preparation of any information or discharge statement.

## Assumption

The Chargor, when not in default, may sell the land without paying off this Charge if the purchaser of the land first obtains the Chargee's written approval for the assumption of this Charge. The Chargor and the purchaser must provide sufficient information as required by the Chargee to enable it to make a decision to grant approval. The purchaser will be required to sign an assumption agreement and documents and pay all fees that may be associated with the granting of the approval to assume this Charge.

If this Charge is assumed, the purchaser assuming the same will be limited to the privileges outlined herein as if the purchaser had exercised such privileges prior to the completion of the sale.

## Portability

The Chargor may, when not in default, and upon a bona fide arm's length sale of the land and the purchase of another residential property (the "New Property"), apply for approval to transfer this Charge with the same priority and securing the same principal to the New Property. An arm's length sale means one in which the buyer and seller are unrelated and have no personal or business relationship with each other. If the closing date of the sale of the land and the closing date of the purchase of the New Property are not the same, but the closing date of the purchase is within 90 days of the closing date of the sale, the Chargor may apply for approval to transfer this Charge and in such case will be required to pay a pro rata Prepayment Charge for the period between the closing dates of the sale and purchase.

The Chargor and the New Property must both qualify under the Chargee's underwriting policies, criteria, procedures and documentation requirements and those of any insurer, if applicable, in effect at the time of the application. The Chargor will be required to pay the transfer application fee, appraisal fee and insurance premiums, if any, and all other fees and prepayment compensation that may be associated with the granting of the approval to the transfer.

## Property Taxes

"Taxes" mean all taxes, rates and assessments of any kind including, but not limited to, property taxes, local improvement rates and charges, utility charges, interest and penalties.

The Chargor agrees to pay to the Chargee in addition to the regular monthly payments, an amount estimated by the Chargee sufficient to enable the Chargee to pay the taxes on or before the due date for the payment thereof. If the taxes on the land in any calendar year exceed the estimate, the Chargor will forthwith pay the difference on demand.

The Chargee shall not be required to hold any monies received on account of taxes in a trust or pay any interest thereon. The Chargee shall be entitled to pay the interim bill and final bill when received. The Chargee may withhold from any advance under this Charge any amount it feels necessary to pay or may be required for future payment of taxes. If the Chargor is in default under the obligations contained in this Charge, the Chargee may apply any monies received on account of taxes to any portion of the outstanding loan secured by this Charge.

## Not Construction Financing

This Charge is not being given with the intention to secure the financing of any alteration, addition or repair to any building on the land or for any construction, erection or installation thereon.

## High Ratio Only

Neither the granting of this Charge by the Chargor, nor the approval for mortgage insurance by CMHC/Genworth Financial/Canada Guaranty is to be construed or relied on by the Chargor or any guarantor as representing confirmation of the value or condition of the land, whether or not appraisals or inspections are carried out by or for CMHC/Genworth Financial/Canada Guaranty; nor is it to be construed or relied on by the Chargor or any guarantor as representing confirmation of the ability of the Chargor and any guarantor to repay the loan.

All information obtained from or concerning the Chargor and any guarantor in connection with approving the Charge, including credit bureau information, will be accessible to and may be used by CMHC/Genworth Financial/Canada Guaranty for any purpose related to the provision of mortgage insurance generally; the Chargor and any guarantor hereby consent thereto. Any information retained by CMHC/Genworth Financial/Canada Guaranty in that regard will be subject to federal access to information and privacy legislation.

## One Year Open Only

PROVIDED that the Chargor shall have the privilege of prepaying the whole or any part or parts of the principal hereby secured on any payment dates without notice or bonus.

## All Closed Terms

Provided that should the Chargor(Member) wish to prepay the principal sum secured by this Charge, they may do so upon payment of the greater of (1) a penalty of three months' interest of existing rate being charged; and (2) the interest differential between the Chargor's(Member's) existing rate being charged and the Chargee's current posted mortgage rate for a term equal to the remaining term on this Charge.

The Chargor, when not in default, has the privilege of prepaying an amount or amounts of principal not exceeding 20% of the original principal in any mortgage year, on a quarterly basis on a payment date without notice or bonus. This prepayment privilege is not cumulative and is not permitted if the entire principal outstanding is being prepaid by or switched or transferred to a third party whether a financial institution, an individual or otherwise. This privilege may not be used in the 31 days prior to a prepayment in full of this Charge.

## Mortgage Year

For the purposes of this Charge, the first "mortgage year" shall commence on the interest adjustment date and each "mortgage year" thereafter shall commence on the anniversary of that date.

## Variable Rate Only – Three or Five Year Closed Term

FOR THE PURPOSES hereof, the "Prime Rate" means the annual rate of interest announced from time to time by DUCA Financial Services Credit Union Ltd. as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada and designated by the Chargee as its "Prime Lending Rate".

PROVIDED THIS CHARGE to be void upon the Chargor, his heirs, estate trustees, legal personal representatives, successors or assigns or any of them, paying to the Chargee, its successors or assigns, the ultimate balance of any and all obligations, liabilities and indebtedness of the Chargor to the Chargee (which obligations, liabilities and indebtedness are hereinafter collectively called the "liabilities"), the principal component of the liabilities not exceeding the principal indicated in the computer data entry field in this Charge together with interest thereon at a rate equal to the Prime Rate per annum in effect from time to time plus or minus the premium indicated in the Mortgage Loan Commitment and/or in this Charge, calculated semi-annually not in advance, and payable monthly as well after as before maturity, default and judgement, with interest on overdue interest at the same rate as on the principal, and all other amounts payable by the Chargor hereunder and paying any taxes, rates, levies, charges or assessments upon the land no matter by whom or what authority imposed and observing and performing all covenants, provisos and conditions herein contained. In the event that it may be necessary at any time for the Chargee to prove the Prime Rate applicable as at any time or times, it is agreed that the certificate in writing of a Manager of the Chargee setting forth the Prime Rate as at any time or times, shall be conclusive evidence as to the Prime Rate as in the said certificate set forth.

PROVIDED that should the Chargor wish to convert to a fixed rate Charge, he may do so on any payment date at Chargee's then current mortgage rates for a term equal to or greater than the remaining term.

The Chargee reserves the right to increase the blended monthly payments at any time upon 30 days' notice, if the Prime Rate increases and the mortgage payments are not sufficient to cover repayment of the liabilities to the Chargee.

PROVIDED that should the Chargor(Member) wish to prepay the principal sum secured by this Charge, they may do so upon payment of the greater of (1) a penalty of three months' interest at the quoted posted rate on the date of signing of Mortgage Commitment Letter or Renewal Agreement as of the initial closing or renewal; and (2) the interest differential between the quoted posted rates on the date of signing of the Mortgage Commitment Letter or Renewal Agreement and the Chargee's current posted mortgage rate for a term equal to the remaining term on this Charge.

The Chargor, when not in default, has the privilege of prepaying an amount or amounts of principal not exceeding 20% of the original principal in any mortgage year, on a quarterly basis on a payment date without notice or bonus. This prepayment privilege is not cumulative and is not permitted if the entire principal outstanding is being prepaid by or switched or transferred to a third party whether a financial institution, an individual or otherwise. This privilege may not be used in the 31 days prior to a prepayment in full of this Charge.

## Due on Demand-Line of Credit Only

FOR THE PURPOSES hereof, the "Prime Rate" means the annual rate of interest announced from time to time by DUCA Financial Services Credit Union Ltd. as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada and designated by the Chargee as its "Prime Lending Rate".

PROVIDED FURTHER that the loan secured by this Charge shall be a demand loan and shall become due and payable on demand being made by the Chargee to the Chargor.

PROVIDED THIS CHARGE to be void upon the Chargor, his heirs, estate trustees, legal personal representatives, successors or assigns or any of them, paying on demand to the Chargee, its successors or assigns, the ultimate balance of any and all obligations, liabilities and indebtedness of the Chargor to the Chargee (which obligations, liabilities and indebtedness are hereinafter collectively called the "liabilities"), the principal component of the liabilities not exceeding the principal indicated in the computer data entry field in this Charge together with interest thereon at a rate equal to the Prime Rate per annum in effect from time to time plus the premium indicated in the Mortgage Loan Commitment and/or in this Charge, calculated and payable monthly, as well after as before maturity, default and judgement, with interest on overdue interest at the same rate as on the principal, and all other amounts payable by the Chargor hereunder and paying any taxes, rates, levies, charges or assessments upon the land no matter by whom or what authority imposed and observing and performing all covenants, provisos and conditions herein contained. In the event that it may be necessary at any time for the Chargee to prove the Prime Rate applicable as at any time or times, it is agreed that the certificate in writing of a Manager of the Chargee setting forth the Prime Rate as at any time or times, shall be conclusive evidence as to the Prime Rate as in the said certificate set forth.

PROVIDED that the Chargor shall have the privilege of prepaying the whole or any part or parts of the principal sum hereby secured on any payment date, without notice or bonus.

PROVIDED that any and all payments made in respect of the liabilities, and interest and monies or other proceeds realized from the sale of any securities held therefor, including this Charge, may be applied and reapplied notwithstanding any previous application on such part or parts of the liabilities as the Chargee may see fit or may be held unappropriated in a separate collateral account for such time as the Chargee may see fit.

IN THE EVENT that one or more or none of the Chargors is not also the borrower under the Mortgage Loan Commitment, each such Chargor (hereinafter in this paragraph called "such Chargor") jointly and severally covenants with the Chargee as follows:

(a) This Charge and the covenants, provisos, obligations and agreements on the part of the Chargor herein contained shall be the continuing obligations and liability of each such Chargor and shall cover all the liabilities and obligations of the Chargor hereunder and shall apply to and shall secure any ultimate balance of the monies secured or intended to be secured hereby;

(b) The Chargee shall not be bound to exhaust its recourse against the Chargor or others or any securities (which term when used in this paragraph includes guarantees) it may at any time hold before being entitled to payment from each such Chargor of the monies hereby secured and each such Chargor renounces to all benefits of discussion and division;

(c) This Charge and the liabilities and obligations of each such Chargor hereunder shall not be affected by the death or loss or diminution of capacity of the Chargor or of any such Chargor or by any change in the name of the Chargor or in the membership of the Chargor's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Chargor's business by a corporation, or by any change whatsoever in the objects, capital, structure or constitution of the Chargor, or by the Chargor or the Chargor's business being amalgamated with a corporation or corporations, or wound up or its corporate existence terminated but shall notwithstanding the happening or any such event continue to exist and apply to the full extent as if such event had not happened;

(d) This Charge shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Chargee and all dividends, compositions, proceeds of security valued and payments received by the Chargee from the Chargor or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of any of such Chargors to claim in reduction of his liability, under this Charge the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Chargee or proceeds thereof, and none of such Chargors shall have the right to be subrogated in any rights of the Chargee until the Chargee shall have received payment in full of all liabilities;

(e) All of the monies hereby secured or intended to be secured hereby shall be deemed to form part of the liabilities and obligations of each such Chargor notwithstanding any lack or limitation of status or of power, incapacity or disability of the Chargor or of the directors, partners or agents thereof, or that the Chargor may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals or creditors, or in the taking or registering of this Charge or any other securities, the whole whether known to the Chargee or not; and all the monies secured hereby or intended to be secured hereby shall be recoverable from each such Chargor as sole or principal debtor in respect thereof and shall be paid to the Chargee on demand with interest and accessories; and

(f) Each such Chargor shall be bound by any account settled between the Chargee and the Chargor, and if no such account has been so settled immediately before demand of payment hereunder any account stated by the Chargee shall be accepted by such Chargor and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Chargor to the Chargee or remains unpaid by the Chargor to the Chargee.