

**THE KING'S BENCH
Winnipeg Centre**

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER
PURSUANT TO SECTION 243 OF *THE
BANKRUPTCY AND INSOLVENCY ACT*, R.S.C.
1985, c. B-3 AS AMENDED, AND SECTION 55 OF
THE COURT OF KING'S BENCH ACT, C.C.S.M. c.
C280

BETWEEN:

PEOPLES TRUST COMPANY,

applicant,

– and –

BOKHARI DEVELOPMENT INC.,

respondent.

AFFIDAVIT OF KARAMPAUL SANDHU
Affirmed December 9th, 2024

D'ARCY & DEACON LLP
Barristers and Solicitors
2200 – One Lombard Place
Winnipeg, MB R3B 0X7

Lawyers for 6332189 Manitoba Ltd.
Derek M. Olson / Dale Beynon

Telephone No. 204-942-2271
Facsimile No. 204-943-4242

File No. 131518-0001

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BOKHARI DEVELOPMENT INC.,

respondent.

AFFIDAVIT OF KARAMPAUL SANDHU

I, Karampaul Sandhu, of the City of Winnipeg, in the Province of
Manitoba AFFIRM AND SAY:

1. I am the President and Director of 6332189 Manitoba Ltd., ("633") and
as such have knowledge of the matters hereinafter deposed.
2. 633 is a corporation duly incorporated pursuant to the laws of Manitoba
and carries on business as a general contractor providing construction work
principally related to commercial and multi-unit residential projects.

3. 633 and Bokhari Development Inc. ("BDI") entered into a Canadian Construction Documents Committee ("CCDC") price stipulated contract for the construction of the Tahir Residences located at 1801 - 1825 Park Avenue in Portage la Prairie, in the Province of Manitoba on July 12th, 2021 (the "Contract"). Attached hereto as **Exhibit "A"** is a copy of the Contract.

4. 633 commenced construction on August 15, 2021. Between August 15, 2021 and June of 2023, 633 performed the Contract in a good and workmanlike fashion. Due to BDI's failure to make payments as required under the Contract, 633 stopped performing work under the Contract and walked off the job site located at 1801 – 1825 Park Avenue (the "Job Site").

5. While performing the Contract, 633 stored materials on the jobsite. After 633 walked off the Job Site, it was preventing from returning to collect its materials.

The Materials

6. 633 purchased three (3) sea cans for the storage of materials on the Job Site (the "Sea Cans"). 633 is the owner of the three Sea Cans currently located on the Job Site. Attached hereto as **Exhibit "B"** are copies of the invoices for the respective Sea Cans.

7. 633 purchased and stored materials in the Sea Cans from time to time while performing the Contract. All the contents in the Sea Cans belong to 633.

8. 633 stored electrical wiring in the Sea Cans. Attached hereto as **Exhibit "C"** is the invoice for the electrical wire which 633 purchased and owns and stored on the Job Site.

9. 633 stored security equipment on the Job Site and within the Sea Cans. Attached hereto as **Exhibit "D"** is the invoice for the security equipment owned by 633 which is located on the Job Site.

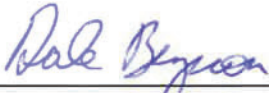
10. 633 purchased various materials from the Rona Portage 01375 and stored these materials on the Job Site or within the Sea Cans. Attached hereto as **Exhibit "E"** are the invoices from Rona Portage 01375 for the materials which are currently located on the Job Site or within the Sea Cans.

11. 633 purchased rig mats and stored them on the Job Site or within the Sea Cans. Attached hereto as **Exhibit "F"** is a copy of the invoice for the rig mats owned by 633 and stored on the Job Site or within the Sea Cans.

12. 633 purchased materials related to fire alarms and stored these materials on the Job Site or within the Sea Cans. Attached hereto as **Exhibit "G"** is a copy of the invoices for the fire-alarm related materials owned by 633 which remain on the Job Site and in the Sea Cans.

13. I make this affidavit *bona fide* and in support of the motion herein.

Affirmed before me at the City)
of Winnipeg, in the Province)
of Manitoba, this 9th day of)
December, 2024)



A Notary Public in and for
the Province of Manitoba



KARAMPAUL SANDHU