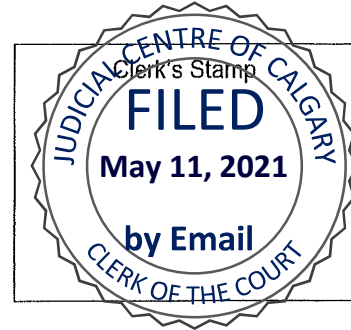


**ENTERED**



COURT FILE NUMBER 2101-00793  
COURT QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
APPLICANT THOMAS H. FERGUSON  
RESPONDENT ALI TEJPAN, ZAHRA TEJPAN, REGISTRAR OF TITLES for the  
LAND TITLES OFFICE, JOHN DOE, JANE DOE and ABC  
CORPORATION  
DOCUMENT **AFFIDAVIT**

pm  
51139

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
**Curtis E. Marble**  
Carbert Waite LLP  
2300 Encor Place  
645 – 7th Avenue SW  
Calgary, Alberta T2P 4G8  
Phone: 403.705.3642 Fax: 403.263.5553  
File: 120632.001

**AFFIDAVIT OF THOMAS H. FERGUSON**

**Sworn on May 11, 2021**

I, Thomas H. Ferguson, of Calgary, Alberta, make oath and say that:

1. I am the Applicant in this Application for an interim injunction, and as such have personal knowledge of the facts and matters deposed to except where stated to be based on information and belief, in which case I believe them to be true. I make this application to protect my rights under a restrictive covenant registered against my lands and registered by way of a caveat in instrument number 7648FT (the "**Caveat**"). The Caveat is described further below.
2. I own the land legally described as Plan 3605FO, Block 92, Lot 9 (the "**Ferguson Lands**") in joint tenancy with my wife Dianne Elizabeth Ferguson. We purchased the Ferguson Lands in 1977 and I attach a true copy of the title to the Ferguson Lands as **Exhibit "A"**.
3. The Respondents Ali Tejpar and Zahra Tejpar (the "**Tejpars**") are the registered owners of the land legally described as Plan 3605FO Block 91 Lot 1 (the "**Respondent Lands**"). A true copy of the title to the Respondent Lands retrieved on November 17, 2020 showing

the Caveat on the title, and a current copy of title which shows the Caveat having been discharged, are both attached at **Exhibit "B"**.

4. As set out in the Affidavit of Zahra Tejpar sworn on April 13, 2021 and filed in the within action (the "**Tejpar Affidavit**"), Zahra Tejpar is a practicing lawyer, and was called to the Alberta Bar in 2010.
5. On January 25, 2021, I swore an Affidavit which was filed in this action in support of my Application to enforce the development restrictions contained in the Caveat. I adopt and rely upon the evidence contained in that Affidavit to support this Interim Injunction Application.

### ***Triable Issue***

6. This application is for an interim injunction (the "**Interim Injunction Application**") pending the final determination of an ongoing dispute with the Tejpars in the within action ("the "**Permanent Injunction Action**") in relation to the enforceability of the Caveat. The Caveat is, or was, registered against the Ferguson Lands and the Respondent Lands. A copy of the Caveat as presently registered at Land Titles is attached hereto as **Exhibit "C"**. The image of this Caveat was lost, and was restored to the land titles system pursuant to an order granted by Justice Malik on December 21, 2020.<sup>1</sup>
7. The Caveat places several development restrictions on any lot (including mine) encumbered with the Caveat. The Caveat reads in relevant part:

3. The Owner hereby agrees to insert in all Agreements for Sale entered into by the Owner for the sale of any one of the following lots or parcels or land [...] restrictive covenants similar to the covenants hereinafter contained.

IT IS HEREBY COVENANTED AND AGREED with the Owner by the above-mentioned Purchasers on behalf of themselves, their executors, administrators and assigns, and successors in title as follows:

(a) That there shall not be erected or suffered or permitted to be erected or used or placed upon the said Lot Seven (7), Block Ninety (90), Plan 3605 F.O., any building whatsoever except for the purposes of a private residence and building garage in connection therewith.

---

<sup>1</sup> Upon review of this Exhibit "C", it appears that Land Titles has scanned this document in with the pages out of order. In particular, the second page of the Honourable Justice Malik's Order is scanned at page 8 of the document.

(b) That there shall not be erected upon the said Lot more than one (1) such residence and garage.

***Irreparable Harm***

8. The Tejpars had received notice of the existence of the Caveat prior to their purchase of the Respondent Lands as a result of the title review conducted by the Tejpars, their realtor, and/or lawyer. In fact, prior to waiving conditions to purchase the Respondent Lands, the Tejpars attempted to have David Schulli, the prior owner of the Respondent Lands, remove the Caveat. A copy of that correspondence is included as Exhibit "B" to the Affidavit of David Schulli, sworn and filed in the within action on April 22, 2021.
9. On or about April 14, 2021, I became aware that the Tejpars had brought an ex-parte Application on January 13, 2021 to have the Caveat removed from title to the Respondent Lands.
10. I am advised by my counsel, Curtis Marble of Carbert Waite LLP, and do verily believe that the Tejpars were required to give notice of that Application to the owners of any lot encumbered by the Caveat. No such notice was given.
11. At the time of the Tejpars' January 13, 2021 ex-parte Application, the Tejpars had been provided with written notice of the Caveat, and my intention to enforce the Caveat, at least as follows:
  - (a) By way of an email during a September 22, 2020 community Zoom meeting hosted by the Elbow Park Resident's Association;
  - (b) Under cover of a letter from Jane Virtue, dated October 8, 2020;
  - (c) Through my own oral submissions at the SDAB hearing on October 22, 2020; and
  - (d) By way of a letter from Carbert Waite LLP dated October 27, 2020 (the "**October 27 Letter**"). A true copy of the October 27 Letter is attached hereto at **Exhibit "D"**.
12. I note that the Tejpars' January 13, 2021 ex-parte Application was brought under the name of the Respondent Zahra Tejpar, an active member of the Law Society of Alberta. Ms. Tejpar proceeded with this application after receiving notice as set out above at paragraph 11 and:

- (a) despite failing to give notice to myself,
  - (b) despite failing to give notice to the other Caveat holders as required by law;
  - (c) without advising the Court of my interest in enforcing the Caveat even after receiving notice of my intention to do so; and
  - (d) without advising the Court of the nature of the Caveat or providing this Honourable Court with a copy of the Caveat as provided by my counsel in the October 27 Letter.
13. I also attach at **Exhibit "E"** a transcript of the January 13, 2021 proceedings before Master Farrington. Upon reading this transcript, I note that none of these issues were brought to the Court's attention by counsel.
14. I have read the Affidavit of Zahra Tejpar dated November 7, 2020, attached hereto at **Exhibit "F"** and the Order granted in that application, attached hereto at **Exhibit "G"** which discharges the Caveat against the Respondent Lands.
15. Based on my review of these materials, it is apparent that if the Court does not grant the Interim Injunction Application, I will experience irreparable harm that cannot be compensated in monetary damages. This harm includes:
- (a) The subdivision and sale of a portion of the Respondent Lands, contrary to the terms of the Caveat; and
  - (b) Construction of further dwellings on the Respondent Lands, contrary to the terms of Caveat.
16. On April 26, 2021, I attended a cross-examination of Zahra Tejpar held in respect of the Permanent Injunction Action. At this cross-examination, Zahra Tejpar confirmed that there is a buyer for the subdivided portion of the Respondent Lands.
17. I have been informed by my counsel, Curtis Marble of Carbert Waite LLP and I verily believe that I will most likely be unable to obtain a full-day special to hear the Permanent Injunction Action until at least the fall of 2021. Further, I am advised by my counsel Curtis Marble of Carbert Waite LLP, and I verily believe that:

- (a) The Caveat is not presently registered against the Respondent Lands;
  - (b) The Tejpars are presently free to register their subdivision of the Respondent Lands as soon as the conditions imposed by the City of Calgary on the subdivision approval are satisfied; and
  - (c) The Tejpars have advised, through their counsel Renee Reichelt of Blakes LLP, that they will not postpone their plans to subdivide the Respondent Lands pending the hearing of the within application for a permanent injunction.
18. The Interim Injunction Application should be granted to ensure that no steps are taken to subdivide or develop the Respondent Lands until the enforceability of the Caveat is determined, as subdivision and development would make enforcement of the Caveat impossible.

***Balance of Convenience***

19. As outlined above, the harm that I, and other Caveat holders, will potentially experience in absence of an interim injunction is not compensable by monetary damages as the harm will be an irreparable change to real property and a violation of the rights in that real property that are secured by the Caveat.
20. So far as I am aware, any potential damage that the Tejpars will experience as a result of an interim injunction is monetary in nature. In particular, if this Honourable Court should ultimately determine that the restrictive covenant is not enforceable against the Respondent Lands, the only harm that will be suffered by the Tejpars is a delay in being able to proceed with their plan to subdivide the Respondent Lands. This manner of harm is compensable in monetary damages.

21. I undertake to pay any damages that may ultimately be awarded by this Honourable Court against me in relation to the Interim Injunction, should the Interim Injunction ultimately be found not to be warranted.

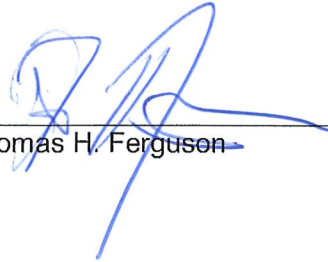
22. I make this affidavit in support of Interim Injunction Application.

SWORN BEFORE ME at Calgary, Alberta,  
this 11 day of May, 2021.



\_\_\_\_\_  
A Commissioner for Oaths for Alberta

Anita V. Nowinka  
Student-At-Law



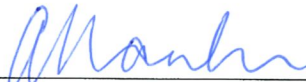
\_\_\_\_\_  
Thomas H. Ferguson

THIS IS EXHIBIT A TO THE  
AFFIDAVIT

OF THOMAS FERGUSON

**AFFIRMED / SWORN BEFORE ME**

**this 11<sup>th</sup> day of May, 2021.**



\_\_\_\_\_  
(SIGNATURE OF COMMISSIONER)

Anita V. Nowinka  
Student-At-Law





ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

# 771 167 024

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ALBERTA T2P4Z4

(DATA UPDATED BY: 091097227 )

TOTAL INSTRUMENTS: 001

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 17 DAY OF  
NOVEMBER, 2020 AT 11:30 A.M.

ORDER NUMBER: 40529522

CUSTOMER FILE NUMBER: 120632.001



\*END OF CERTIFICATE\*

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED  
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,  
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM  
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,  
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS  
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING  
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

THIS IS **EXHIBIT 3** TO THE  
AFFIDAVIT

OF THOMAS FERGUSON

**AFFIRMED / SWORN BEFORE ME**

**this 11<sup>th</sup> day of May, 2021.**



\_\_\_\_\_  
(SIGNATURE OF COMMISSIONER)

Anita V. Nowinka  
Student-At-Law



LAND TITLE CERTIFICATE

S  
LINC                      SHORT LEGAL                      TITLE NUMBER  
0019 755 710            3605FO;91;1                      201 031 534

LEGAL DESCRIPTION  
PLAN 3605FO  
BLOCK 91  
LOT 1  
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE  
ATS REFERENCE: 5;1;24;9;SE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 191 238 750

---

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
201 031 534	12/02/2020	TRANSFER OF LAND	\$1,407,500	CASH & MORT

---

OWNERS

ALI TEJPAR

AND

ZAHRA TEJPAR

BOTH OF:

1826-37 AVENUE SW

CALGARY

ALBERTA T2T 2H4

AS JOINT TENANTS

---

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
7648FT	21/05/1948	CAVEAT RE : SEE CAVEAT CAVEATOR - CANADIAN PACIFIC RAILWAY COMPANY. 2000, 401-9 AVE SW

( CONTINUED )

-----  
ENCUMBRANCES, LIENS & INTERESTS

PAGE 2  
# 201 031 534

REGISTRATION  
NUMBER      DATE (D/M/Y)      PARTICULARS  
-----

CALGARY  
ALBERTA T2P4Z4

201 031 535      12/02/2020 MORTGAGE  
MORTGAGEE - BANK OF MONTREAL.  
MORTGAGE SERVICE CENTRE  
865 HARRINGTON COURT  
BURLINGTON  
ONTARIO L7N3P3  
ORIGINAL PRINCIPAL AMOUNT: \$1,000,000

TOTAL INSTRUMENTS: 002

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 17 DAY OF  
NOVEMBER, 2020 AT 11:29 A.M.

ORDER NUMBER:      40529522

CUSTOMER FILE NUMBER:      120632.001



\*END OF CERTIFICATE\*

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED  
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,  
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM  
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,  
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS  
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING  
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



-----  
ENCUMBRANCES, LIENS & INTERESTS

PAGE 2  
# 201 031 534

REGISTRATION

NUMBER      DATE (D/M/Y)      PARTICULARS

-----

BURLINGTON  
ONTARIO L7N3P3  
ORIGINAL PRINCIPAL AMOUNT: \$1,000,000

TOTAL INSTRUMENTS: 001

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 25 DAY OF APRIL,  
2021 AT 12:07 P.M.

ORDER NUMBER:    41512085

CUSTOMER FILE NUMBER:    120632.001



\*END OF CERTIFICATE\*

-----  
THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED  
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,  
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM  
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,  
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS  
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING  
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

THIS IS **EXHIBIT C** TO THE  
AFFIDAVIT

OF THOMAS FERGUSON

**AFFIRMED / SWORN BEFORE ME**

**this 11<sup>th</sup> day of May, 2021.**



\_\_\_\_\_  
(SIGNATURE OF COMMISSIONER)

Anita V. Nowinka  
Student-At-Law

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

**7648FT .**

**ORDER NUMBER: 41409843**

**ADVISORY**

**This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.**

**Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.**



COURT FILE NUMBER

COURT

COURT OF QUEEN'S  
BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

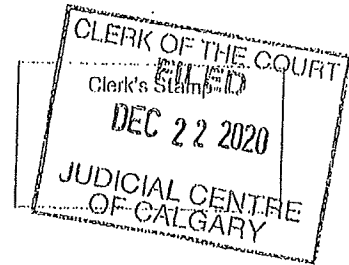
APPLICANT

THOMAS H. FERGUSON, Q.C.

RESPONDENTS

REGISTRAR OF TITLES for the LAND  
TITLES OFFICE  
ORDER

DOCUMENT



ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF PARTY  
FILING THIS DOCUMENT

Curtis E. Marble  
Carbert Waite LLP  
2300 Encor Place,  
645 - 7th Ave SW  
Calgary, AB T2P 4G8

Tel: 403-705-3642  
Fax: 403-263-5553  
File: 120632.001

DATE ON WHICH ORDER WAS PRONOUNCED: *December 16, 2020*

NAME OF JUSTICE WHO MADE THIS ORDER: *C.P. MARLE*

LOCATION WHERE ORDER WAS PRONOUNCED: CALGARY

UPON the Application of the Applicant, Mr. Thomas H. Ferguson, Q.C. (the "Applicant"), for an Order declaring his copy of Instrument Number 7648 FT is a true copy of such instrument, and directing the registrar to rectify the missing document status of said instrument; AND UPON having read the Affidavit of the Applicant, sworn November 24, 2020, filed, AND UPON having read the Affidavit of Mr. Robert Engbloom, Q.C., sworn November 24, 2020, AND UPON having noted that the Registrar takes no position on this application;

CANADA )  
PROVINCE OF ALBERTA )  
TO WIT: v )

I, Cecil J. Wood, of the City  
of Calgary, in the Province of Alberta, Secretary,  
make oath and say:

1. THAT I was personally present and did see Leslie  
Munroe, Manager of the Department of Natural Resources of the  
Canadian Pacific Railway Company at Calgary, in the Province  
of Alberta, named in the within instrument, who is personally  
known to me to be the person named therein, duly sign and  
execute same for the purposes named therein.

2. THAT the same was executed at the City of Calgary,  
in the Province of Alberta, and that I am the subscribing  
witness thereto.

3. THAT I personally know the said Leslie Munroe,  
and he is in my belief of the full age of twenty-one years.

SWORN before me at the City  
of Calgary, in the Province  
of Alberta, this 21<sup>st</sup> day  
of May, A.D. 1948.

Cecil J. Wood

E. W. Minnell

A COMMISSIONER FOR OATHS in and for the  
Province of Alberta.

CANADA )  
PROVINCE OF ALBERTA )  
TO WIT: )

I, Betty Galbraith, of the City of  
Calgary, in the Province of Alberta, Notary Public,  
make oath and say:

1. THAT I was personally present and did see Joseph J.  
Greenan and Mary P. Greenan named in the within instrument,  
who are personally known to me to be the persons named therein,  
duly sign and execute the same for the purposes named therein.

2. THAT the same was executed at the City of Calgary,  
in the Province of Alberta, and I am the subscribing witness  
thereto.

3. THAT I personally know the said Joseph J. Greenan  
and Mary P. Greenan, and they are in my belief of the full  
age of twenty-one years.

SWORN before me at the City  
of Calgary, in the Province  
of Alberta, this 5th day  
of May, A.D. 1948.

Betty Galbraith

A. C. Bury

A COMMISSIONER FOR OATHS in and for the  
Province of Alberta.

CANADA )  
PROVINCE OF ALBERTA )  
TO WIT: )

I, Leslie Munroe, of the City of Calgary, in the Province of Alberta, Manager, make oath and say:

1. THAT I am agent of the above-named Caveator.
2. THAT I believe I have a good and valid claim upon the said lands and I say this Caveat is not being filed for the purpose of delaying or embarrassing any person interested therein or proposing to deal therewith.

SWORN before me at the City of Calgary, in the Province of Alberta, this 21<sup>st</sup> day of May, A.D. 1948.

*Leslie Munroe*

*[Signature]*

A COMMISSIONER FOR OATHS in and for the Province of Alberta.

DATED

D. 194

BETWEEN:

CANADIAN PACIFIC RAILWAY COMPANY,

OF THE FIRST PART,

- and -

JOSEPH J. GREENAN & MARY P. GREENAN,

OF THE SECOND PART.

A G R E E M E N T.

File 16129  
RRM/JAF

JAMES Mc CAIG, K.C.  
C.P.R. SOLICITOR  
CALGARY, ALBERTA.

7648 F.T. APR. 1948

REG. FEE  
TAX REF. CERT  
EXTRA NEW TITLE  
STAMP

REG. FEE	
TAX REF. CERT	
EXTRA NEW TITLE	
STAMP	
REG. FEE	
TAX REF. CERT	
EXTRA NEW TITLE	
STAMP	
REG. FEE	
TAX REF. CERT	
EXTRA NEW TITLE	
STAMP	

*Legal Office*

Lots 1 to 7, Block 78; Lots 1 to 9, Block 79; Lots 1 to 5, and Lot 8, in Block 80; Lots 2, 3, 5, 6 and 7 in Block 81; Lots 1, 4, and Lots 8 to 11 inclusive, Block 91; Lots 1, 7, 8 and 9, Block 92; and Lots 1 to 8 inclusive, Block 93.

70,000  
CALGARY, ALBERTA

*In Part*

CAVEAT.

70,000  
247

I certify that the within instrument is duly Entered and Registered in the Land Titles Office for the South Alberta Land Registration District at Calgary, in the Province of Alberta at \_\_\_\_\_ o'clock \_\_\_\_\_ on the \_\_\_\_\_ of \_\_\_\_\_ A.D., 19\_\_\_\_ Number \_\_\_\_\_ Beck \_\_\_\_\_ Falls \_\_\_\_\_  
S. A. L. R. D.

16129

C.P.R. BUILDING  
CALGARY, ALBERTA

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The Applicant's copy of Instrument Number 7648 FT, appended hereto at Schedule "A" to this Order is declared to be a true copy of the original (the "True Copy"); and
2. The Registrar shall rectify the missing document status of the Caveat and file the True Copy as Instrument 7648FT.

Per:

  
\_\_\_\_\_  
J.C.Q. BA.





as the place at which notices and proceedings relating  
hereto may be served.

DATED this 29th day of April; A.D.1948.



Witness.

CANADIAN PACIFIC RAILWAY COMPANY

Per: Leslie Munroe  
Leslie Munroe, Manager,  
Department of Natural Resources.

7648 F.T.

THIS AGREEMENT made in duplicate this 29th of April, A.D. 1948.

BETWEEN:

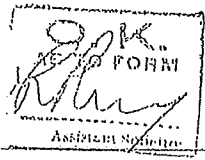
CANADIAN PACIFIC RAILWAY COMPANY,  
(hereinafter called "the Owner"),

OF THE FIRST PART,

- and -

JOSEPH J. GREENAN, Barrister,  
and MARY P. GREENAN, (his wife),  
both of the City of Calgary, in  
the Province of Alberta, (herein-  
after called "the Purchasers"),

OF THE SECOND PART.



IN CONSIDERATION of the sum of Nine Hundred Dollars (\$900.00) paid by the Purchasers to the Owner, receipt of which sum is hereby acknowledged, the Owner has sold and agreed to transfer to the Purchasers Lot Seven (7), in Block Ninety (90), according to a plan of part of the City of Calgary of record in the Land Titles Office for the South Alberta Land Registration District as Plan No. 3605 F.O., subject to the following covenants, terms and conditions:

1. That the Owner shall, as and when requested by the Purchasers, transfer to the Purchasers said Lot Seven (7), Block Ninety (90), Plan No. 3605 F.O.
2. As the amount of the 1948 taxes in respect of the said Lot is not yet known, the Purchasers agree to pay the full year's taxes for the year 1948 in respect of the said lot, and upon production by them of their Tax Receipt, the Owner hereby

agrees to refund to them the proportion of the said taxes due from the 1st day of January, 1948, to the 31st day of March, 1948.

X  
3. The Owner hereby agrees to insert in all Agreements for Sale entered into by the Owner for the sale of any one of the following lots or parcels of land, namely:

- Lots One (1) to Seven (7), Block Seventy-eight (78).
- x Lots One (1) to Nine (9), Block Seventy-nine (79).
- Lots One (1) to Five (5) and Lot Eight (8) in Block Eighty (80).
- Lots Two (2), Three (3), Five (5) and Six (6), Block Ninety (90).
- Lots One (1), Four (4), and Lots Eight (8) to Eleven (11), Block Ninety-one (91).
- Lots One (1), Seven (7), Eight (8) and Nine (9), Block Ninety-two (92); and
- Lots One (1) to Eight (8), Block Ninety-three (93), as shown on said plan No. 3605 F.O.,

restrictive covenants similar to the covenants hereinafter contained.

IT IS HEREBY COVENANTED AND AGREED with the Owner by the above mentioned Purchasers on behalf of themselves, their executors, administrators and assigns, and successors in title, as follows:

(a) That there shall not be erected or suffered or permitted to be erected or used or placed upon the said Lot Seven (7), Block Ninety (90), Plan 3605 F.O., any building whatsoever except for the purposes of a private residence and private garage in connection therewith.

(b) That there shall not be erected upon the said Lot more than one (1) such residence and garage.

(c) That there shall not be erected on the said lot any dwelling house to cost less than Seven Thousand Dollars (\$7,000.00), and same shall be of a neat design and completed in a proper and workmanlike manner.

(d) That if the said dwelling house consists of basement and one floor, the ground area occupied by same shall not be less than Twelve Hundred (1200) square feet, exclusive of the garage, and if it consists of One and a Half ( $1\frac{1}{2}$ ) or more storeys, said dwelling house shall occupy a ground area of not less than One Thousand (1,000) square feet, exclusive of the garage.

(e) That no house or other building shall be located or placed on the said lot within Twenty-five (25) feet of the Street or Avenue, <sup>any dwelling house</sup> and shall be not less than Twenty-five (25) feet from the rear of said lot.

(f) That the said lot shall not be used for the purpose of a sand or gravel pit or quarry, and there shall not be removed or suffered or permitted to be removed any sand, gravel, stone or other material, except such as may be necessary for improving the lot or building thereon.

(g) That no house or other building on the said lot shall be used for mercantile, business or manufacturing purposes, and no work of an offensive, dangerous or noisy character shall be carried on which may be or become an annoyance or nuisance.

(h) That all work done on the said lot shall comply in all

respects with By-laws or Building Regulations of the City of Calgary.

(i) That covenants similar to the above shall be inserted in all Agreements for Sale made by the Purchasers for a resale of the said lot.

(j) That the Purchasers and their executors, administrators and assigns, and successors in title, shall observe the aforesaid restrictions applicable to the said lot, and that same shall be enforceable against him or them or on behalf of the owner or owners from time to time of any of the said lots or parcels of land referred to in Paragraph 3 hereof.

(k) That the restrictions aforementioned as imposed on each of the said lots or parcels of land referred to in Paragraph 3 hereof shall be enforceable by or on behalf of or against the owner or owners from time to time of any one or more of the said lots or parcels of land referred to in said Paragraph 3.

(l) The Purchasers shall be entitled to register in the Land Titles Office a Caveat protecting the restrictions above set out, and the transfer by the owner to the purchasers of the said lots or parcels of land referred to in Paragraph 3

hereof shall be expressed to be subject to said Caveat to be registered as aforesaid. X

IN WITNESS WHEREOF the Owner has caused these presents to be executed by the Manager of its Department of Natural Resources, and the Purchasers have hereunto set their hands and seals, all on the day and year first above written.

CANADIAN PACIFIC RAILWAY COMPANY

Per Leslie Munroe  
Leslie Munroe, Manager,  
Department of Natural Resources.

Betty Hildebrand  
Witness.

Betty Hildebrand  
Witness.

Joseph J. Greenan  
Joseph J. Greenan.

Mary P. Greenan  
Mary P. Greenan.

THIS IS EXHIBIT D TO THE  
AFFIDAVIT

OF THOMAS FERGUSON

**AFFIRMED / SWORN BEFORE ME**

**this 11<sup>th</sup> day of May, 2021.**



\_\_\_\_\_  
(SIGNATURE OF COMMISSIONER)

Anita V. Nowinka  
Student-At-Law

CURTIS E. MARBLE  
marble@carberrwaite.com  
403.705.3642

CARBERT WAITE LLP

File No: 120632.001

October 27, 2020

DELIVERED VIA REGISTERED MAIL

Ali Tejpar and Zahra Allidina  
c/o Kamil Lalji  
#100, 707 – 10 Avenue SW  
Calgary, AB T2R 0B3

Dear Sir/Madam:

Re: **Caveat #7648**  
**Lot 1, Block 91, Plan 3605FO (1023 32 Avenue SW)**

We are retained by Thomas Ferguson Q.C. on behalf of a group of residents in the neighborhood of Elbow Park who are interested in upholding and enforcing Caveat #7648 (the "Restrictive Covenant"). As you are aware, the Restrictive Covenant is registered on the title to Lot 1, Block 91, Plan 3605FO (the "Lot"), also known as 1023 32 Avenue SW. Pursuant to section 48 of the *Land Titles Act*, R.S.A. 2000 c. L-4 you are deemed to have notice of the Restrictive Covenant. While you have previously been provided a copy of the Restrictive Covenant, we attach a copy for ease of reference.

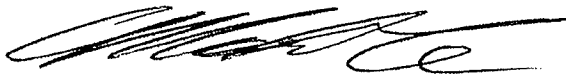
Caveat #7648 contains a restrictive covenant. A restrictive covenant is a private contractual document between property owners. Any property owner with a restrictive covenant registered against their title has the legal right to enforce that restrictive covenant against any other property owner with the same restrictive covenant. The Restrictive Covenant states in particular that:

*"That there shall not be erected upon the said Lot more than 1 residence and garage."*

Your proposed development would violate this and other terms of the Restrictive Covenant. Our clients demand that no development be undertaken with respect to the Lot that would violate the terms of the Restrictive Covenant. Should you proceed with any development of the Lot in violation of Caveat #7648, our clients will pursue all of the legal remedies available to them, including seeking injunctive relief and costs.

Yours truly,

CARBERT WAITE LLP



Curtis E. Marble

cc. Mr. Rick Grol, by email, [rgrol@shaw.ca](mailto:rgrol@shaw.ca).

Encl.

00018438 v4



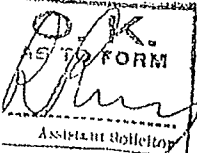
C A V E A T.

7648 FT.

THE REGISTRAR  
FOR THE SOUTH ALBERTA LAND REGISTRATION DISTRICT:

TAKE NOTICE that the CANADIAN PACIFIC RAILWAY COMPANY  
claims an interest in:

- 70.0.246
- Lots One (1) to Seven (7), Block Seventy-eight (78);
  - Lots One (1) to Nine (9), Block Seventy-nine (79);
  - Lots One (1) to Five (5) and Lot Eight in Block Eighty (80);
  - Lots Two (2), Three (3), Five (5), Six (6) and Seven (7),  
Block Ninety (90);
- 70.0.247
- Lots One (1), Four (4) and Lots Eight (8) to Eleven (11)  
inclusive, Block Ninety-one (91);
  - Lots One (1), Seven (7), Eight (8) and Nine (9), Block  
Ninety-two (92); and
  - Lots One (1) to Eight (8) inclusive, Block Ninety-three (93),  
according to a plan of part of the City of Calgary, of  
record in the Land Titles Office for the South Alberta Land  
Registration District as Plan 3605 F.O., all standing in the  
register in the name of the Canadian Pacific Railway Company;



under and by virtue of an Agreement made between the Canadian Pacific Railway Company and Joseph J. Greenan, Barrister, and Mary P. Greenan (his wife), both of the City of Calgary, dated the 29th day of April, 1948, copy of which Agreement is hereto attached.

AND the Canadian Pacific Railway Company forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest unless such instrument be expressed to be subject to its claim.

IT APPOINTS the Office of its Department of Natural Resources in the City of Calgary, in the Province of Alberta,

as the place at which notices and proceedings relating  
hereto may be served.

DATED this 29th day of April, A.D.1948.

) CANADIAN PACIFIC RAILWAY COMPANY

Per Leslie Munroe  
Leslie Munroe, Manager,  
Department of Natural Resources.

Witness.

7648 F.T.

THIS AGREEMENT made in duplicate this 29th of

April, A.D.1948.

BETWEEN:

CANADIAN PACIFIC RAILWAY COMPANY,  
(hereinafter called "the Owner"),

OF THE FIRST PART,

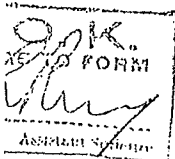
and -

JOSEPH J. GREENAN, Barrister,  
and MARY P. GREENAN, (his wife),  
both of the City of Calgary, in  
the Province of Alberta, (herein-  
after called "the Purchasers"),

OF THE SECOND PART.

IN CONSIDERATION of the sum of Nine Hundred Dollars (\$900.00) paid by the Purchasers to the Owner, receipt of which sum is hereby acknowledged, the Owner has sold and agreed to transfer to the Purchasers Lot Seven (7), in Block Ninety (90), according to a plan of part of the City of Calgary of record in the Land Titles Office for the South Alberta Land Registration District as Plan No. 3605 F.O., subject to the following covenants, terms and conditions:

1. That the Owner shall, as and when requested by the Purchasers, transfer to the Purchasers said Lot Seven (7), Block Ninety (90), Plan No. 3605 F.O.
2. As the amount of the 1948 taxes in respect of the said Lot is not yet known, the Purchasers agree to pay the full year's taxes for the year 1948 in respect of the said lot, and upon production by them of their Tax Receipt, the Owner hereby



agrees to refund to them the proportion of the said taxes due from the 1st day of January, 1948, to the 31st day of March, 1948.

X  
3. The Owner hereby agrees to insert in all Agreements for Sale entered into by the Owner for the sale of any one of the following lots or parcels of land, namely:

- Lots One (1) to Seven (7), Block Seventy-eight (78).
- x Lots One (1) to Nine (9), Block Seventy-nine (79).
- Lots One (1) to Five (5) and Lot Eight (8) in Block Eighty (80).
- Lots Two (2), Three (3), Five (5) and Six (6), Block Ninety (90).
- Lots One (1), Four (4), and Lots Eight (8) to Eleven (11), Block Ninety-one (91).
- Lots One (1), Seven (7), Eight (8) and Nine (9), Block Ninety-two (92); and
- Lots One (1) to Eight (8), Block Ninety-three (93), as shown on said plan No. 3605 F.O.,

restrictive covenants similar to the covenants hereinafter contained.

IT IS HEREBY COVENANTED AND AGREED with the Owner by the above mentioned Purchasers on behalf of themselves, their executors, administrators and assigns, and successors in title, as follows:

(a) That there shall not be erected or suffered or permitted to be erected or used or placed upon the said Lot Seven (7), Block Ninety (90), Plan 3605 F.O., any building whatsoever except for the purposes of a private residence and private garage in connection therewith.

(b) That there shall not be erected upon the said Lot more than one (1) such residence and garage.

(c) That there shall not be erected on the said lot any dwelling house to cost less than Seven Thousand Dollars (\$7,000.00), and same shall be of a neat design and completed in a proper and workmanlike manner.

(d) That if the said dwelling house consists of basement and one floor, the ground area occupied by same shall not be less than Twelve Hundred (1200) square feet, exclusive of the garage, and if it consists of One and a Half ( $1\frac{1}{2}$ ) or more storeys, said dwelling house shall occupy a ground area of not less than One Thousand (1,000) square feet, exclusive of the garage.

(e) That no house or other building shall be located or placed on the said lot within Twenty-five (25) feet of the Street or Avenue, <sup>any dwelling house</sup> and shall be not less than Twenty-five (25) feet from the rear of said lot.

(f) That the said lot shall not be used for the purpose of a sand or gravel pit or quarry, and there shall not be removed or suffered or permitted to be removed any sand, gravel, stone or other material, except such as may be necessary for improving the lot or building thereon.

(g) That no house or other building on the said lot shall be used for mercantile, business or manufacturing purposes, and no work of an offensive, dangerous or noisy character shall be carried on which may be or become an annoyance or nuisance.

(h) That all work done on the said lot shall comply in all



respects with By-laws or Building Regulations of the City of Calgary.

(i) That covenants similar to the above shall be inserted in all Agreements for Sale made by the Purchasers for a resale of the said lot.

(j) That the Purchasers and their executors, administrators and assigns, and successors in title, shall observe the aforesaid restrictions applicable to the said lot, and that same shall be enforceable against him or them or on behalf of the owner or owners from time to time of any of the said lots or parcels of land referred to in Paragraph 3 hereof.

(k) That the restrictions aforementioned as imposed on each of the said lots or parcels of land referred to in Paragraph 3 hereof shall be enforceable by or on behalf of or against the owner or owners from time to time of any one or more of the said lots or parcels of land referred to in said Paragraph 3.

(l) The Purchasers shall be entitled to register in the Land Titles Office a Caveat protecting the restrictions above set out, and the transfer by the owner to the purchasers of the said lots or parcels of land referred to in Paragraph 3

hereof shall be expressed to be subject to said Caveat to be registered as aforesaid. X

IN WITNESS WHEREOF the Owner has caused these presents to be executed by the Manager of its Department of Natural Resources, and the Purchasers have hereunto set their hands and seals, all on the day and year first above written.

CANADIAN PACIFIC RAILWAY COMPANY

Per Leslie Munroe  
Leslie Munroe, Manager,  
Department of Natural Resources.

Betty Gablehouse  
Witness.

Betty Gablehouse  
Witness.

Joseph J. Greenan  
Joseph J. Greenan.

Mary P. Greenan  
Mary P. Greenan.

CANADA )  
PROVINCE OF ALBERTA )  
TO WIT: v )

I, Cecil J. Wood, of the City  
of Calgary, in the Province of Alberta, Secretary,  
make oath and say:

1. THAT I was personally present and did see Leslie  
Munroe, Manager of the Department of Natural Resources of the  
Canadian Pacific Railway Company at Calgary, in the Province  
of Alberta, named in the within instrument, who is personally  
known to me to be the person named therein, duly sign and  
execute same for the purposes named therein.

2. THAT the same was executed at the City of Calgary,  
in the Province of Alberta, and that I am the subscribing  
witness thereto.

3. THAT I personally know the said Leslie Munroe,  
and he is in my belief of the full age of twenty-one years.

SWORN before me at the City  
of Calgary, in the Province  
of Alberta, this 21<sup>st</sup> day  
of May, A.D. 1948.

Cecil J. Wood

E. O. Minnells

A COMMISSIONER FOR OATHS in and for the  
Province of Alberta.



CANADA )

PROVINCE OF ALBERTA )

TO WIT: )

I, Betty Salldorne, of the City of  
Calgary, in the Province of Alberta, Heretofore,  
make oath and say:

1. THAT I was personally present and did see Joseph J.  
Greenan and Mary P. Greenan named in the within instrument,  
who are personally known to me to be the persons named therein,  
duly sign and execute the same for the purposes named therein.

2. THAT the same was executed at the City of Calgary,  
in the Province of Alberta, and I am the subscribing witness  
thereto.

3. THAT I personally know the said Joseph J. Greenan  
and Mary P. Greenan, and they are in my belief of the full  
age of twenty-one years.

SWORN before me at the City )  
of Calgary, in the Province )  
of Alberta, this 5th day )  
of May, A.D. 1948. )

Betty Salldorne

A. C. Bury

A COMMISSIONER FOR OATHS in and for the  
Province of Alberta.

CANADA )  
PROVINCE OF ALBERTA )  
TO WIT: )

I, Leslie Munroe, of the City of Calgary, in the Province of Alberta, Manager, make oath and say :

1. THAT I am agent of the above-named Caveator.
2. THAT I believe I have a good and valid claim upon the said lands and I say this Caveat is not being filed for the purpose of delaying or embarrassing any person interested therein or proposing to deal therewith.

SWORN before me at the City of Calgary, in the Province of Alberta, this 21<sup>st</sup> day of May, A.D. 1948.

*Leslie Munroe*

*J. D. Munroe*

A COMMISSIONER FOR OATHS in and for the Province of Alberta.

DATED

D. 194

BETWEEN:

CANADIAN PACIFIC RAILWAY COMPANY,

OF THE FIRST PART,

- and -

JOSEPH J. GREENAN & MARY P. GREENAN,

OF THE SECOND PART.

A G R E E M E N T.

File 16129  
RRM/JAF

JAMES Mc CAIG, K.C.  
C.P.R. SOLICITOR  
CALGARY, ALBERTA.

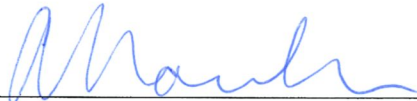


THIS IS **EXHIBIT E** TO THE  
AFFIDAVIT

OF THOMAS FERGUSON

**AFFIRMED / SWORN BEFORE ME**

**this 11<sup>th</sup> day of May, 2021.**



\_\_\_\_\_  
(SIGNATURE OF COMMISSIONER)

Anita V. Nowinka  
Student-At-Law

Action No.: 2001-14288  
E-File Name: CVQ21TEJPARG  
Appeal No.: \_\_\_\_\_

IN THE COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE OF CALGARY

BETWEEN:

ZAHRA TEJPARG AND ALI TEJPARG

Applicants

and

CANADIAN PACIFIC RAILWAY COMPANY

Respondent

---

P R O C E E D I N G S

---

Calgary, Alberta  
January 13, 2021

Transcript Management Services  
Suite 1901-N, 601 – 5th Street SW  
Calgary, Alberta T2P 5P7  
Phone: (403) 297-7392  
Email: TMS.Calgary@csadm.just.gov.ab.ca

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1 Proceedings taken in the Court of Queen's Bench of Alberta, Courthouse, Calgary, Alberta

2

3 January 13, 2021

Morning Session

4

5 Master Farrington (remote appearance)

Court of Queen's Bench of Alberta

6

7 P. Stalder (remote appearance)

For Z. Tejpar and A. Tejpar

8 (No Appearance)

For Canadian Pacific Railway Company

9 P. Mak

Court Clerk

10

11

12 MASTER FARRINGTON:

Okay. Carrying on on the list, we are at number

13

13, Zahra Tejpar and Canadian Pacific Rail. Anyone from HD Law Group?

14

15 MR. STALDER:

I'm here, Master, if you can hear me.

16

17 MASTER FARRINGTON:

Yes.

18

19 **Submissions by Mr. Stalder**

20

21 MR. STALDER:

Perfect. For the record Stalder, first initial 'P',

22

from HD Law Group, appearing on behalf of the applicants, Zahra Tejpar and Ali Tejpar.

23

Master, this matter will not be opposed, and we have submitted the correspondence from

24

the respondent as Exhibit C to the affidavit stating their apathy to this application.

25

26 This is an application to discharge a caveat on title of the property of the Tejpars that has

27

been lost and, as such, remains only as a cloud on title, decreasing the saleability of the

28

property. When my clients initially purchased this property in January of 2020, they made

29

numerous attempts to determine the status of this caveat and the contents of the caveat.

30

They contacted the vendor, who had no knowledge of the contents and directed them to

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contact the respondent, which the Tejpars did. In response the respondent said that they

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had no knowledge of the caveat and no copy of it and, as such, they were not going to

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consent to its discharge, nor were they going to oppose it. And this letter provided to my

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clients is attached as Exhibit C.

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36 The Tejpars are in the process of subdividing this property and simply wish that there not

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be this unknown instrument on title and so are seeking an application for its discharge.

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39 Barring any questions from the Court, those are my submissions, Master.

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41 **Decision**



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MASTER FARRINGTON: No. That order is granted. I did review the materials in advance, and I think it is appropriate since CPR is not opposing the application since they are not in a position to say what the encumbrance is even about.

I think it is appropriate, so I am going to grant the order. I am going to make -- I see an order in the system. I am going to make one small change to your order.

MR. STALDER: Okay.

MASTER FARRINGTON: I am going to delete the word "forthwith" in terms of the direction to the Land Titles Office. I am always reluctant to tell them how to prioritize their work.

MR. STALDER: Understood, Master.

MASTER FARRINGTON: So they are fast on these, so I will take that out.

MR. STALDER: Perfect.

MASTER FARRINGTON: And I will sign it. Okay. Thank you.

MR. STALDER: All right. Thank you very much, Master.

MASTER FARRINGTON: That is number 13.

THE COURT CLERK: Yes.

---

PROCEEDINGS CONCLUDED

---

1 **Certificate of Record**

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3

I, Paul Mak, certify that this recording is the record made of the evidence in proceedings  
in the Court of Queen's Bench, held in courtroom 903, virtual courtroom 55, at Calgary,  
Alberta, on the 13th day of January, 2021, and that I was the court official in charge of the  
sound-recording machine during the proceedings.

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1 **Certificate of Transcript**

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3 I, Catherine FosterFlynn, certify that

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5 (a) I transcribed the record, which was recorded by a sound-recording machine, to the best  
6 of my skill and ability and the foregoing pages are a complete and accurate transcript of  
7 the contents of the record, and

8

9 (b) the Certificate of Record for these proceedings was included orally on the record and  
10 is transcribed in this transcript.

11

12

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14

15 Catherine FosterFlynn, Transcriber

16 Order Number: AL13116

17 Dated: April 20, 2021

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THIS IS **EXHIBIT F** TO THE  
AFFIDAVIT

OF THOMAS FERGUSON

**AFFIRMED / SWORN BEFORE ME**

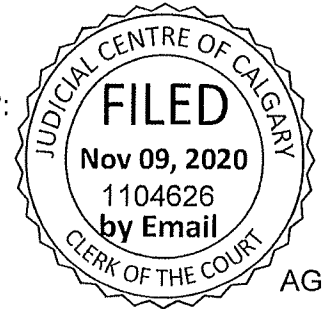
**this 11<sup>th</sup> day of May, 2021.**



\_\_\_\_\_  
(SIGNATURE OF COMMISSIONER)

Anita V. Nowinka  
Student-At-Law

CLERKS STAMP:



COURT FILE NUMBER:

2001-14288

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL DISTRICT

CALGARY

APPLICANTS

ZAHRA TEJPAR AND ALI TEJPAR

RESPONDENTS

CANADIAN PACIFIC RAILWAY  
COMPANY

DOCUMENT

AFFIDAVIT

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

HD LAW GROUP  
#210, 6111 -36 Street SE  
Calgary, Alberta T2C 3W2  
ATTENTION: Ryan Hager  
Phone: 403-685-1465  
Fax: 587-430-0616  
Email: ryan@hdlawgroup.ca

I, Zahra Tejpar, of the City of Calgary, in the Province of Alberta, MAKE OATH  
AND SAY AS FOLLOWS:

1. I am one of the registered owners, along with the other Applicant Ali Tejpar (collectively referred to herein as "we"), of the property located at 1023 32 Avenue SW, Calgary, Alberta and legally described as Plan 3605FO, Block 91 Lot 1, excepting thereout all mines and minerals (the "Subject Property") and as such have personal knowledge of the matters hereinafter deposed to, save where stated to be based merely on information and belief.
2. We completed the purchase of the Subject Property on January 31, 2020, and attached hereto and marked as Exhibit "A" to this my Affidavit is a copy of the title to the Subject Property as it stood upon the transfer of title to us on February 12, 2020.
3. The title to the Subject Property includes a memorandum (the "Memorandum") referring to a caveat registered against the title by registration number 7648FT on May 21, 1948 ("Caveat 7648FT"), identifying Canadian Pacific Railway Company ("CPR") as Caveator, and identifying the subject matter of the caveat by the phrase "RE: SEE CAVEAT."
4. On or about January 10, 2020, we reviewed a title search of the Subject Property and noted the Memorandum at that time. We were unable to determine from the

Memorandum the nature or the substance of the interest being claimed by CPR, in the Subject Property. A copy of Caveat 7648FT was then requested from the Land Titles Office.

5. I am advised by my solicitor that, upon requesting a copy of Caveat 7648FT from the Land Titles Office, the search returned a certificate issued pursuant to Section 21 of the Land Titles Act, R.S.A 2000 c. L-4, (the "S.21 Certificate"), which is attached hereto as Exhibit "B." The S. 21 Certificate identifies that the original copy of the registered document 7648FT has been mislaid or destroyed and has not been micro photographed. The S. 21 Certificate bears a handwritten note indicating that it was issued on June 3, 2005 and it is my belief that the original copy of Caveat 7648FT has thus been lost for at least 15 years.
6. Having been unable to review the caveat itself through the Land Titles Registry, I then contacted CPR to inquire as to whether they had a copy of the document that was submitted for registration to become Caveat 7648FT or could advise me of the nature of the interest that the caveat was filed to protect. In a telephone conversation with Heidi Kalyniuk at CPR on or about January 10, 2020, she advised me that CPR did not have a copy of the original caveat or instrument and could not tell me with any certainty what interest the caveat was filed to protect in respect of the Subject Property. She advised me that she could confirm that CPR has no continuing interest in the property and that it would not oppose an application to discharge same. I understood from the same conversation that CPR would not agree to discharge the Caveat upon our request on the basis that they did not know the nature of the interest that was claimed, and were unsure of their ability to provide a registerable discharge, despite having been the originally identified Caveator.
7. Subsequent to my call with Heidi Kalyniuk, CPR provided a letter dated January 10, 2020, attached hereto as Exhibit "C", confirming that CPR would neither consent to nor oppose the discharge of the caveat and confirming that CPR "no longer has any interest in Caveat 7648FT registered on Title No. 191 238 750." The referenced title number was the title number of the Subject Property at the time the CP letter was written, prior to our purchase, as evidenced by the reference number at Exhibit "A."
8. We entered into the contract by which we purchased the Subject Property on December 18, 2019. A copy of the Purchase Contract is attached hereto as Exhibit "D", and it contains a term whereby the Seller warranted that the title to the Subject Property would be  
"free and clear of all encumbrances, liens and interests except for:
  - (a) those implied by law;
  - (b) non-financial obligations now on title such as easements, utility rights-of-way, covenants and conditions that are normally found registered against property of this nature;

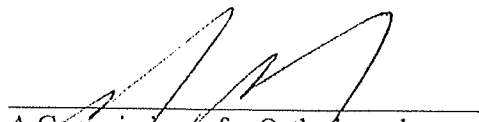
(c) homeowner association caveats, encumbrances and similar registrations; and

(d) those items which the Buyer agreed to assume in this Contract.”

9. My solicitor and my Realtor advise me that substantially equivalent language to that referenced in paragraph 8 above has been contained in the standard form of purchase contract that is customarily used in a very large majority of residential real estate transactions in Alberta for many years.
10. Neither myself nor my solicitor was able to determine, based on the information available from the Land Titles Registry, whether Caveat 7648T would qualify as one of the exceptions to the Seller’s warranty regarding the title as referenced in paragraph 8 above and the Seller was unwilling to apply for its discharge.
11. My solicitor informs me and I believe that his office contacted the Land Titles Office with respect to making a request under Section 23 of the Land Titles Act for the Land Titles Office to produce any records that it may have in its possession relating to Caveat 7648 FT and was verbally advised that the S. 21 Certificate means that no such additional records exist.
12. We purchased the Subject Property with the intention of subdividing into two lots and redeveloping same. We have applied for subdivision approval and have received conditional approval. It is our intention to sell one of the new lots as soon as possible, and I anticipate that any potential purchaser of a lot will object to the existence of a caveat for which the interest being claimed cannot be verified from the title or by the Land Titles Office.
13. It is my belief that the continued registration of Caveat 7648FT against the title to the Subject Property creates uncertainty with respect to the status of the title that cannot be reasonably rectified other than by its discharge from title to the Subject Property or by an order declaring that the interest that Caveat 7648FT was intended to provide notice of, is terminated and not enforceable in respect of the Subject Property to be registered against title.
14. I make this Affidavit in support of an application for an order directing the Land Titles Registrar to discharge Caveat 7648FT from the title to the Subject Property.

SWORN BEFORE ME at the City of )  
Calgary, in the Province of )  
Alberta, this 4 day of November )  
A.D. 2020. )

Zahra Tejpar  
Zahra Tejpar

  
A Commissioner for Oaths in and  
for the Province of Alberta.

**RYAN HAGER**  
Barrister, Solicitor & Commissioner for Oaths  
in and for Alberta



LAND TITLE CERTIFICATE

This is Exhibit " 7 " to the Referred to in the Affidavit of ZAHRA TEJPAR Sworn before me this 7 Day of November 2020 A Commissioner for Oaths in and for the Province of Alberta

RYAN HAGER Barrister, Solicitor & Commissioner for Oaths in and for Alberta

S LINC SHORT LEGAL 0019 755 710 3605FO;91;1

TITLE NUMBER 201 031 534

LEGAL DESCRIPTION PLAN 3605FO BLOCK 91 LOT 1 EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE ATS REFERENCE: 5;1;24;9;SE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 191 238 750

Table with 5 columns: REGISTRATION, DATE (DMY), DOCUMENT TYPE, VALUE, CONSIDERATION. Row 1: 201 031 534, 12/02/2020, TRANSFER OF LAND, \$1,407,500, CASH & MORT

OWNERS

ALI TEJPAR

AND

ZAHRA TEJPAR

BOTH OF:

1826-37 AVENUE SW

CALGARY

ALBERTA T2T 2H4

AS JOINT TENANTS

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER DATE (D/M/Y) PARTICULARS

7648FT 21/05/1948 CAVEAT RE : SEE CAVEAT CAVEATOR - CANADIAN PACIFIC RAILWAY COMPANY. 2000, 401-9 AVE SW

( CONTINUED )



-----  
ENCUMBRANCES, LIENS & INTERESTS

PAGE 2  
# 201 031 534

REGISTRATION  
NUMBER      DATE (D/M/Y)      PARTICULARS  
-----

CALGARY  
ALBERTA T2P4Z4

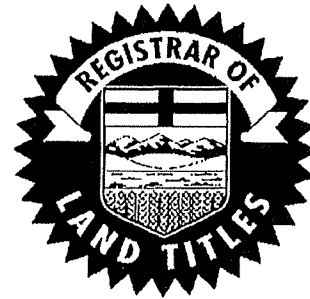
201 031 535    12/02/2020 MORTGAGE  
MORTGAGEE - BANK OF MONTREAL.  
MORTGAGE SERVICE CENTRE  
865 HARRINGTON COURT  
BURLINGTON  
ONTARIO L7N3P3  
ORIGINAL PRINCIPAL AMOUNT: \$1,000,000

TOTAL INSTRUMENTS: 002

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 6 DAY OF  
NOVEMBER, 2020 AT 04:42 P.M.

ORDER NUMBER:    40472237

CUSTOMER FILE NUMBER:    Tejpar



\*END OF CERTIFICATE\*

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED  
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,  
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM  
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,  
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS  
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING  
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

**7648FT .**

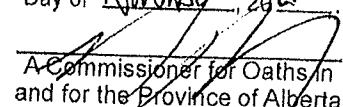
**ORDER NUMBER: 38545165**

This is Exhibit "B" to the  
Referred to in the Affidavit of

ZAHRA TEJPAR

Sworn before me this 7

Day of November, 2020

  
A Commissioner for Oaths in  
and for the Province of Alberta

**RYAN HAGER**

Barrister, Solicitor & Commissioner for Oaths  
in and for Alberta

**ADVISORY**

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

## THE LAND TITLES ACT

(Section 21)

### CERTIFICATE

Dear Sir/Madam:

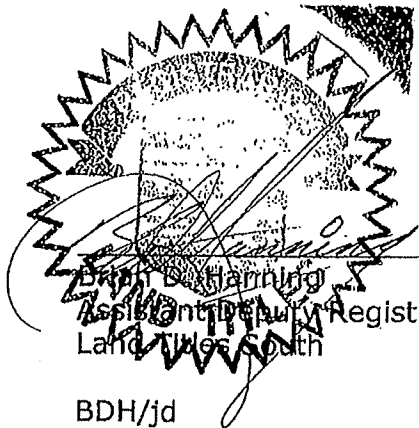
**Re: Missing Instrument**

Pursuant to Section 21 of the Land Titles Act, I hereby certify that registered document:

Numbered **7648 F.T.**

has been lost, mislaid or destroyed and has not been micro photographed.

Yours truly,



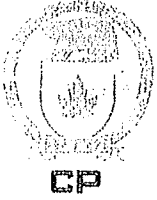
Brian D. Hanning  
Assistant Deputy Registrar  
Land Titles South

BDH/jd

Clatsop Linda Dec. 71

12 wood June 03, 05 72

July 25th, 2006



Heidi C. Kalyniuk  
Specialist  
Real Estate

7550 Ogden Dale Road SE  
Calgary Alberta  
Canada T2C 4X9

T 403.319.7904  
C  
E heldi\_kalyniuk@cpr.ca

January 10, 2020

VIA EMAIL PDF

Zahra & Ali Tejpar  
1826 – 37 Avenue SW  
Calgary, AB T2T 2H4

Dear Sir and Madam:

**Re: Caveat No. 7648FT on Lot 1, Block 91, Plan 3605FO – 1023 – 32 Avenue SW, Calgary, AB.**

Further to your request, please note Canadian Pacific Railway Company no longer has any interest in Caveat 7648FT registered on Title No. 191 238 750.

Canadian Pacific Railway Company neither consents nor opposes any effort for removal or discharge of Caveat 7648FT from the lands described above.

Yours truly,

Heidi C. Kalyniuk  
Specialist, Real Estate West  
403.319.7904

/hck

This is Exhibit "C" to the  
Referred to in the Affidavit of  
ZAHRA TEJPAN  
Sworn before me this 7  
Day of November, 2020  
  
A Commissioner for Oaths in  
and for the Province of Alberta

**RYAN HAGER**  
Barrister, Solicitor & Commissioner for Oaths  
in and for Alberta



102332

Contract Number

# RESIDENTIAL PURCHASE CONTRACT

Between  
 and  
**THE SELLER** **THE BUYER**  
 Name DAVID JOHN SCHULLI Name Ali Tejpar and/or Nominee  
 Name \_\_\_\_\_ Name Zahra Tejpar and/or Nominee

This is Exhibit "A" to the Affidavit of  
 Referred to in the Affidavit of  
ZAHRA TEJPAS  
 Sworn before me this  
 Day of Nov 20 20  
 A Commissioner for Oaths in  
 and for the Province of Alberta

**RYAN HAGER**  
 Barrister, Solicitor & Commissioner for Oaths  
 in and for Alberta

## 1. THE PROPERTY

1.1 The Property is:

(a) the land and buildings located at:  
 Municipal address: 1023 32 AV SW  
 \_\_\_\_\_  
 \_\_\_\_\_ (street number and name)  
Calgary, Alberta T2T 1V5  
 \_\_\_\_\_ (municipality) \_\_\_\_\_ (postal code)  
 Legal description: Plan 3605FO Block 91 Lot 1 Other \_\_\_\_\_

(b) these unattached goods \_\_\_\_\_  
Alarm/Security System, Dishwasher-Built-In, Freezer, Oven-Built-In,  
Refrigerator, Stove-Countertop Electric, Water Softener, Window Coverings-All  
 \_\_\_\_\_  
 \_\_\_\_\_

(c) the attached goods except for \_\_\_\_\_  
 \_\_\_\_\_

## 2. PURCHASE PRICE AND COMPLETION DAY

2.1 The Purchase Price is \$ 1,370,000 \$1,407,500  
 2.2 The Purchase Price includes any applicable Goods and Services Tax (GST).  
 2.3 This contract will be completed, the Purchase Price fully paid and vacant possession given to the buyer at 12 noon on  
 January 31st  
 2.4 The seller represents and warrants that on Completion Day, the Property will be in substantially the same condition as when this  
 contract was accepted and the attached and unattached goods will be in normal working order. 20 (Completion Day).

DS DS DS

## 3. GENERAL TERMS

- 3.1 In fulfilling this contract, the seller and buyer agree to act reasonably and in good faith and agree that:
- (a) unless the seller, buyer or both have agreed to alternate representation, the seller and buyer are each represented by their own sole agent and those agents have no agency responsibility to the other party;
  - (b) the laws of Alberta apply to this contract;
  - (c) Alberta time applies to this contract. Time is of the essence, which means times and dates will be strictly followed and enforced;
  - (d) Business Day means every day but Saturday, Sunday and statutory holidays and includes all the hours of the day;
  - (e) a reference to the seller or buyer includes singular, plural, masculine and feminine;
  - (f) the seller will disclose known Material Latent Defects. Material Latent Defect means a defect in the Property that is not discoverable through a reasonable inspection and that will affect the use or value of the Property;
  - (g) the seller and buyer are each responsible for completing their own due diligence and will assume all risks if they do not;
  - (h) the seller will ensure the seller's representations and warranties are true by:
    - (i) reviewing documents such as a Real Property Report (RPR), land title and registrations on title;
    - (ii) determining non-resident status for income tax purposes and determining any dower rights; and
    - (iii) doing other needed research;
  - (i) the buyer may get independent inspections or advice on items such as land title, registrations on title, RPR, current and future use, buildings and mechanical systems, property insurance, title insurance, size of the land and buildings, interior and exterior measurements and other items important to the buyer;

AREA@158CLDA\_2017May

Seller's Initials DS

Buyer's Initials ZT AT

Page 1 of 6



This form was developed by the Alberta Real Estate Association (AREA) for the use of its members only. Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).



- (j) contract changes that are agreed to in writing will supersede the pre-printed clauses;
- (k) the seller and buyer will read this contract and seek relevant advice before signing it;
- (l) the brokerages, real estate board and listing services may keep and disclose relevant information about this transaction for reporting, statistical, property evaluation and closing purposes; and
- (m) the Seller's \_\_\_\_\_ (seller's or buyer's) brokerage will provide this contract and related documents to the appointed lawyers for the purpose of closing this contract.

**4. DEPOSITS**

- DS 4.1 The seller and buyer agree that clauses 4.2 through 4.8 are the terms of trust for the deposits.
- 4.2 The seller and buyer appoint RE/MAX REAL ESTATE (CENTRAL) as trustee for the deposit money.
- DS 4.3 The buyer will pay a deposit of \$ 10000, which will form part of the Purchase Price, to the trustee by Bank Draft, on or before December 20th 2019.  
(method of payment)
- DS 4.4 The buyer will pay an additional deposit of \$ 40000 ~~\_\_\_\_\_~~ \$ 65,000, which will form part of the Purchase Price, to the trustee by Bank Draft, on or before January 8th 2020.  
(method of payment)
- 4.5 If the buyer fails to pay a deposit by the agreed date, the seller may void this contract at the seller's option by giving the buyer written notice. The seller's option expires when the seller accepts a deposit, even if late.
- 4.6 The trustee will deposit all deposits into a trust account within three Business Days of receipt.
- 4.7 Interest on the deposits will not be paid to the seller or buyer.
- 4.8 The deposits will be held in trust for both the seller and buyer. Provided funds are confirmed, the deposits will be disbursed, without prior notice, as follows:
  - (a) to the buyer, if after this contract is accepted:
    - (i) a condition is not satisfied or waived in accordance with clause 8.4;
    - (ii) the buyer voids this contract for the seller's failure to provide a Dower Consent and Acknowledgment form in accordance with clause 7.1(b);
    - (iii) the seller voids this contract for the buyer's failure to pay a deposit; or
    - (iv) the seller fails to perform this contract;
  - (b) to the seller, if this contract is accepted and all conditions are satisfied or waived and the buyer fails to perform this contract; or
  - (c) applied against the Fee owed by the seller by payment directly out of trust to the brokerage(s), with any excess amount paid in trust to the seller's lawyer no later than three Business Days prior to the Completion Day. Fee means the amount, plus GST, owed to a real estate brokerage under a written service agreement.
- 4.9 The disbursement of deposits, as agreed to in this section, will not prevent the seller or buyer from pursuing remedies in section 12.

**5. LAND TITLE**

- 5.1 Title to the Property will be free of all encumbrances, liens and interests except for:
  - (a) those implied by law;
  - (b) non-financial obligations now on title such as easements, utility rights-of-way, covenants and conditions that are normally found registered against property of this nature;
  - (c) homeowner association caveats, encumbrances and similar registrations; and
  - (d) items the buyer agrees to assume in this contract.

**6. REPRESENTATIONS AND WARRANTIES**

- 6.1 The seller represents and warrants to the buyer that:
  - (a) the seller has the legal right to sell the Property;
  - (b) the seller is not a non-resident for the purposes of the *Income Tax Act* (Canada);
  - (c) no one else has a legal right to the included attached and unattached goods;
  - (d) the current use of the land and buildings complies with the existing municipal land use bylaw and any restrictive covenant on title;
  - (e) the location of the buildings and land improvements:
    - (i) is on the land and not on any easement, right-of-way or neighbouring lands unless there is a registered agreement on title or, in the case of an encroachment into municipal lands or a municipal easement or right of way, the municipality has approved the encroachment in writing; and
    - (ii) complies with any restrictive covenant on title and municipal bylaws, regulations and relaxations, or the buildings and improvements are "non-conforming buildings" as defined in the *Municipal Government Act* (Alberta);
  - (f) known Material Latent Defects, if any, have been disclosed in writing in this contract; and
  - (g) any government and local authority notices regarding the Property, and lack of permits for any development on the Property, known to the seller have been disclosed in writing in this contract.

- 6.2 The representations and warranties in this contract:
- (a) are made as of, and will be true at, the Completion Day; and
  - (b) will survive completion and may be enforced after the Completion Day as long as any legal action is commenced within the time limits set by the *Limitations Act* (Alberta).

**7. DOWER**

- 7.1 The seller represents and warrants to the buyer that no spouse has dower rights in the Property. Otherwise, if dower rights do apply, the seller will:
- (a) have the non-owner spouse sign this contract; and
  - (b) provide a completed Dower Consent and Acknowledgment form to be attached to and form part of this contract on or before \_\_\_\_\_, 20\_\_\_\_\_. (seller to enter an appropriate date).

If the seller fails to provide the completed Dower Consent and Acknowledgment form by the agreed date, the buyer may void this contract at the buyer's option by giving the seller written notice. The buyer's option expires when the seller delivers the Dower Consent and Acknowledgment form, even if delivered late.

**8. CONDITIONS**

- 8.1 The seller and buyer will:
- (a) act reasonably and in good faith in trying to satisfy their own conditions, including making reasonable efforts to fulfill them; and
  - (b) pay for any costs related to their own conditions.

**8.2 Buyer's Conditions**

The buyer's conditions are for the benefit of the buyer and are:

(a) **Financing**

This contract is subject to the buyer securing new financing, not to exceed 80 % of the Purchase Price from a lender of the buyer's choice and with terms satisfactory to the buyer, before 5P.m. on January 8th, 2020 (Condition Day). The seller will cooperate by providing access to the Property on reasonable terms.

(b) **Property Inspection**

This contract is subject to the buyer's satisfaction with a property inspection, conducted by a licensed home inspector, before 5P.m. on January 8th, 2020 (Condition Day). The seller will cooperate by providing access to the Property on reasonable terms.

(c) **Sale of Buyer's Property**

This contract is subject to the sale of the buyer's property before \_\_\_\_\_m. on \_\_\_\_\_, 20\_\_\_\_ (Condition Day), on the terms in the Sale of Buyer's Property Schedule, selected as attached in clause 9.1.

(d) **Additional Buyer's Conditions**

1. Due Diligence

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

before 5P.m. on January 8th, 2020 (Condition Day).

**8.3 Seller's Conditions**

The seller's conditions are for the benefit of the seller and are:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

before \_\_\_\_\_m. on \_\_\_\_\_, 20\_\_\_\_ (Condition Day).

**8.4 Condition Notices**

Each party will give the other written notice that:

- (a) a condition is unilaterally waived or satisfied on or before its Condition Day. If not, this contract will end after the time indicated for that Condition Day; or
- (b) a condition will not be waived or satisfied prior to its Condition Day. This contract will end upon that notice being given.





**9. ATTACHMENTS AND ADDITIONAL TERMS**

9.1 The selected documents are attached to and form part of this contract:

- Financing Schedule (Seller Financing, Mortgage Assumption, Other Value)
- Tenancy Schedule
- Manufactured Home Schedule
- Sale of Buyer's Property Schedule
- Addendum
- Other \_\_\_\_\_

9.2 Other terms: \_\_\_\_\_

1. Pre-possession walk-thru to be permitted 24 hours prior to possession
2. Access to be granted to property until possession date with adequate notice and supervision of Buyers Agent

**10. CLOSING PROCESS**

**Closing Documents**

- 10.1 The seller or seller's lawyer will deliver normal closing documents to the buyer or buyer's lawyer upon reasonable trust conditions consistent with the terms of this contract, including delivery within a reasonable time before the Completion Day to allow for confirmation of registration of documents at the Land Titles Office, obtain the advance of mortgage financing and verify the transfer of other value items.
- 10.2 Closing documents will include an RPR showing the current improvements on the Property according to the Alberta Land Surveyors' Association Manual of Standard Practice, with evidence of municipal compliance or non-conformance and confirming the seller's warranties about the land and buildings. This obligation will not apply if there are no structures on the land. The buyer or buyer's lawyer must have a reasonable time to review the RPR prior to submitting the transfer documents to the Land Titles Office.

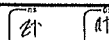
**Payments and Costs**

- 10.3 The buyer will pay the Purchase Price by lawyer's trust cheque or bank draft.
- 10.4 Items such as real estate property taxes, local improvement fees, utilities, rents, security deposits, statutory interest on security deposits, mortgage interest and homeowner association fees will be the seller's responsibility for the entire Completion Day and thereafter assumed by the buyer.
- 10.5 The seller's lawyer may use the Purchase Price to pay and discharge all of the seller's financial obligations related to the Property. The seller's lawyer will provide the buyer's lawyer with evidence of all discharges including, where required, a certified copy of the certificate of title, within a reasonable time after Completion Day.
- 10.6 If the seller has entered into a written service agreement with a real estate brokerage, the seller instructs the seller's lawyer to honour the terms of that agreement, including the Fee and other costs payable to the seller's brokerage.
- 10.7 The seller will pay the costs to prepare the closing documents, including an RPR where required, costs to end an existing tenancy of the Property and provide vacant possession to the buyer, and costs to prepare, register and discharge any seller's caveat based on this contract.
- 10.8 The buyer will pay the costs to prepare, register and discharge any buyer's caveat based on this contract and to register the transfer of land.

**Closing Day Delays**

- 10.9 If the seller fails to deliver the closing documents in accordance with clause 10.1 or 10.2, then:
- (a) the buyer's payment of the Purchase Price and late interest will be delayed until the buyer or buyer's lawyer has received the closing documents and has a reasonable time to review and register them, obtain the advance of mortgage financing and verify the transfer of other value items; and
  - (b) if the buyer is willing and able to close in accordance with this contract and wants to take possession of the Property, then the seller will give the buyer possession upon reasonable terms which will include the payment of late interest only on the amount of mortgage being obtained by the buyer at the interest rate of that mortgage.
- 10.10 If the seller has complied with clauses 10.1 and 10.2 but the buyer is not able to close in accordance with this contract, then:
- (a) the seller may, but is not obligated to, accept late payment of the Purchase Price and give the buyer possession upon reasonable terms; and
  - (b) if the seller agrees to accept late payment of the Purchase Price and, whether or not possession is granted, the buyer will pay late interest at the prime lending rate of the ATB Financial at the Completion Day plus 3% calculated daily from and including the Completion Day to (but excluding) the day the seller is paid in full. Payment received after 12 noon on any day will be payment as of the next Business Day.
- 10.11 The seller and buyer will instruct their lawyers to follow the Western Law Societies Conveyancing Protocol in the closing of this transaction, if appropriate.





**11. INSURANCE**

11.1 The seller bears the risk of loss or damage to the Property until the Purchase Price is paid. If such loss or damage occurs before the Purchase Price is paid, any insurance proceeds will be held in trust for the seller and buyer based on their interests.

**12. REMEDIES**

- 12.1 If the seller or buyer fails or refuses to complete this contract, the other party may seek all remedies, such as claims for deposits and damages, and reasonable costs including legal fees and disbursements on a solicitor/client full indemnity basis.
- 12.2 On buyer default, if the seller must restore the Property title, enforce a lien against the Property or regain possession of the Property, the seller may seek costs and other remedies.
- 12.3 The seller and buyer agree that the Property is unique. On seller default, the buyer may make a claim for specific performance and other remedies.

**13. NOTICE AND DOCUMENTS**

- 13.1 A notice under this contract means a written document, including notices required by this contract, and this contract when accepted.
- 13.2 A notice is effective at the time the document is delivered in person or sent by fax or email.
- 13.3 Giving notice means the document is transmitted by one of these methods, and regardless of the method, the notice document is recognized as an original document.
- 13.4 For documents that require a signature, an electronic signature, as defined in the *Electronic Transactions Act* (Alberta), or a digitized signature will have the same function as an ink signature.

**14. AUTHORIZATION**

14.1 The seller and buyer may each authorize a representative to send and receive notices as described above. Once authorized, notices will be effective upon being delivered in person or sent by fax or email to the authorized representative.

The seller authorizes:

**Seller's Brokerage:**

Name: RE/MAX REAL ESTATE (CENTRAL)

Address: \_\_\_\_\_

The buyer authorizes:

**Buyer's Brokerage:**

Name: CIR Realty

Address: \_\_\_\_\_

**Brokerage Representative:**

Name: Gordon W Ross

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Brokerage Representative:**

Name: Kamil Lalji

Phone: 403-383-1579

Fax: \_\_\_\_\_

Email: klalji@cirrealty.ca

14.2 If the seller or buyer does not authorize a brokerage, then:

The seller authorizes: \_\_\_\_\_

The buyer authorizes: \_\_\_\_\_

14.3 If the authorization information changes, the seller and buyer agree to give written notice to the other party as soon as the change is known so that future notices may be sent to the proper person and place.

**15. CONFIRMATION OF CONTRACT TERMS**

15.1 The seller and buyer confirm that this contract sets out all the rights and obligations they intend for the purchase and sale of the Property and that:

- (a) this contract is the entire agreement between them; and
- (b) unless expressly made part of this contract, in writing:
  - (i) verbal or written collateral or side agreements or representations or warranties made by either the seller or buyer, or the seller's or buyer's brokerage or agent, have not and will not be relied on and are not part of this contract; and
  - (ii) any pre-contractual representations or warranties, howsoever made, that induced either the seller or buyer into making this contract are of no legal force or effect.

Seller initials \_\_\_\_\_

Buyer initials \_\_\_\_\_

**16. LEGAL OBLIGATIONS BEGIN**

16.1 The legal obligations in this contract begin when the accepted contract is delivered in person or sent by fax or email. The obligations bind the seller and buyer as well as their heirs, administrators, executors, successors and assigns.

**17. OFFER**

17.1 The buyer offers to buy the Property according to the terms of this contract.

17.2 This offer/counter offer will be open for written acceptance until \_\_\_\_\_ 7P \_\_\_\_\_m.  
on December 18 \_\_\_\_\_, 2019

Signed and dated at Calgary, Alberta at \_\_\_\_\_m. on December 18, 2019 | 1:58 PM MST

DocuSigned by:  
Ali Tuzar  
Buyer Signature \_\_\_\_\_ Witness Signature \_\_\_\_\_ Witness Name (print) \_\_\_\_\_

Signed and dated at Calgary, Alberta at \_\_\_\_\_m. on December 18, 2019 | 1:57 PM MST

DocuSigned by:  
[Signature]  
Buyer Signature \_\_\_\_\_ Witness Signature \_\_\_\_\_ Witness Name (print) \_\_\_\_\_

**18. ACCEPTANCE**

18.1 The seller agrees to sell the Property according to the terms of this contract.

Signed and dated at Calgary, Alberta at \_\_\_\_\_m. on 18-Dec-2019 | 6:07 PM MST, 20\_\_\_\_\_

DocuSigned by:  
[Signature]  
Seller Signature \_\_\_\_\_ Witness Signature \_\_\_\_\_ Witness Name (print) \_\_\_\_\_

Signed and dated at \_\_\_\_\_, Alberta at \_\_\_\_\_m. on \_\_\_\_\_, 20\_\_\_\_\_

Seller Signature \_\_\_\_\_ Witness Signature \_\_\_\_\_ Witness Name (print) \_\_\_\_\_

**Non-owner spouse signature (when dower rights apply):**

Signed and dated at \_\_\_\_\_, Alberta at \_\_\_\_\_m. on \_\_\_\_\_, 20\_\_\_\_\_

Non-Owner Spouse Signature \_\_\_\_\_ Non-Owner Spouse Name (print) \_\_\_\_\_

Witness Signature \_\_\_\_\_ Witness Name (print) \_\_\_\_\_

The following is for information purposes and has no effect on the contract's terms:

**REJECTION**

I do not accept this offer/counter offer. No counter offer is being made.

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Seller: \_\_\_\_\_ Buyer: \_\_\_\_\_

**CONVEYANCING INFORMATION**

**Seller's Information:**

Address \_\_\_\_\_

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

Email \_\_\_\_\_

Lawyer Name \_\_\_\_\_

Firm \_\_\_\_\_

Address \_\_\_\_\_

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

Email \_\_\_\_\_

**Buyer's Information:**

Address \_\_\_\_\_

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

Email \_\_\_\_\_

Lawyer Name \_\_\_\_\_

Firm \_\_\_\_\_

Address \_\_\_\_\_

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

Email \_\_\_\_\_



THIS IS **EXHIBIT G** TO THE  
AFFIDAVIT

OF THOMAS FERGUSON

**AFFIRMED / SWORN BEFORE ME**

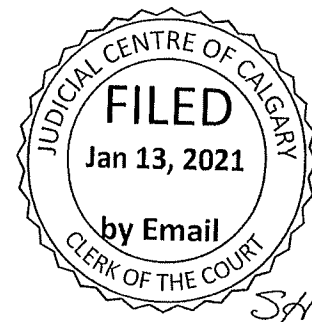
**this 11<sup>th</sup> day of May, 2021.**



\_\_\_\_\_  
(SIGNATURE OF COMMISSIONER)

Anita V. Nowinka  
Student-At-Law

CLERKS STAMP:



COURT FILE NUMBER 2001-14288

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT(S) Zahra Tejpar and Ali Tejpar

RESPONDENT(S) Canadian Pacific Railway Company

DOCUMENT **ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
 HD LAW GROUP  
 #210, 6111 – 36 Street SE  
 Calgary, AB T2C 3W2  
 ATTENTION: Ryan Hager  
 Phone: 403-685-1465  
 Fax: 587-430-0616  
 Email: ryan@hdlawgroup.ca

DATE ON WHICH ORDER WAS PRONOUNCED:	January 13, 2021
NAME OF MASTER / <del>JUDGE</del> WHO MADE THIS ORDER:	J. Farrington

UPON THE APPLICATION of the Applicants; AND UPON reading the Affidavit of Zahra Tejpar provided; AND UPON it appearing that the Respondent, Canadian Pacific Railway Company, does not oppose the application; AND UPON hearing counsel for the Applicant; IT IS HEREBY ORDERED THAT:

1. The Registrar of the Southern Alberta Land Title is hereby directed to ~~for~~ discharge the Caveat registered as No. 7648FT, against the real property legally described as:

PLAN 3605FO  
 BLOCK 91  
 LOT 1  
 EXCEPTING THEREOUT ALL MINES AND MINERALS

2. This Order was granted *ex parte* and does not have to be served on any person pursuant to s. 191(1) of the *Land Titles Act* RSA 2000, c L-4.

3. Compliance with Rule 6.13 is hereby dispensed with.

A handwritten signature in black ink, consisting of a large, stylized 'J' or 'G' followed by a vertical line and a horizontal stroke.

---

MASTER IN CHAMBERS