

**IN THE MATTER OF THE REAL ESTATE DEVELOPMENT MARKETING ACT
SBC 2004, Chapter 41**

684693 B.C. LTD

-AND-

AMRITPAL GILL

-AND-

RANJIT RAI

CONSENT ORDER

The following agreement has been reached between and consented to by 684693 BC Ltd. ("684693"), Amritpal Gill ("Gill") and Ranjit Rai ("Rai") and the Superintendent of Real Estate (the "Superintendent"):

A. ORDERS

684693, Gill and Rai consent to, and the Superintendent makes the following orders pursuant to sections 28, 30 and 32 of the *Real Estate Development Marketing Act* (the "Act"):

1. That 684693, Gill and Rai, jointly and severally, pay an administrative penalty in the amount of **\$1,500** immediately upon execution of this Order, pursuant to sections 30(1)(d)(i) and (ii) of the *Act*.
2. That 684693, Gill and Rai, jointly and severally, pay costs of the investigation in the amount of **\$2,500** immediately upon execution of this Order, pursuant to sections 30(1)(c) and 31(1)(a) of the *Act*.

B. FACTS AND ADMISSIONS

As the basis for these Orders, 684693, Gill and Rai acknowledge the following facts as correct and make the following admissions:

1. 684693 is a registered company, incorporated in British Columbia on January 8, 2004, with a registered and records office at 215 – 13737 72nd Avenue, in Surrey, British Columbia.
2. Gill and Rai are the sole directors of 684693.
3. 684693 is the named developer (the "Developer") of the development known as Barber Creek, located at 3502 150A Street in Surrey, British Columbia, which consists of 22 strata lots ("Barber Creek" or the "Development").
4. On December 11, 2003, the land upon which the Development was built (the "Development Lands") was purchased by Marathon Construction Ltd. ("Marathon") "and or nominee" from #221 Seabright Holdings Ltd ("Seabright"). Gill was the sole director of Marathon. The terms of the contract of purchase and sale between Marathon and Seabright (the "Contract of Purchase and Sale") included the following:
 - (a) Seabright warrants that the Development Lands are zoned to permit the development of 19 detached homes and that the development permit issued to Seabright by the City of Surrey will be assigned to the buyer upon completion.
 - (b) Seabright warrants that the services for the Development Lands shall be substantially complete and the buyer shall receive a copy of the Certificate of Substantial Completion from Hunter Laird Engineering prior to completion.
 - (c) Seabright will provide the buyer with site servicing, working drawings and any soil test on or before December 19, 2003, or within 72 hours of acceptance of this offer, whichever is the later.
 - (d) Completion, possession and adjustments shall be 30 days after issuance of a certificate of substantial completion for the site services by Hunter Laird Engineering or May 15, 2004, whichever is the sooner.
5. As indicated in the Contract of Purchase and Sale, Seabright was responsible for installation of all site services, including the installation of a sanitary lift station which connects sewage from the Development to the City of Surrey's sewage system.
6. Seabright had retained the engineering firm, Hunter Laird Engineering ("Hunter Laird") as the design consultant for the site services, including the sanitary lift station. Seabright contracted with Gemco Construction Ltd. ("Gemco") to install all site services, including the sanitary lift station.

7. Although Seabright was responsible for installing the sanitary lift station under the Contract of Purchase and Sale, it never took steps to have the necessary restrictive covenant filed with the City of Surrey in respect of it.
8. On May 4, 2004, Hunter Laird recommended that the date for substantial completion of Phase 3 works be issued on May 6, 2004 subject to the resolution of some deficiencies, one of which included completion of the sanitary sewer lift station start up activation as soon as BC Hydro service lines were installed.
9. On May 17, 2004, transfer of the Development Lands from Seabright to 684693 was registered at the Land Title Office.
10. The Developer filed a disclosure statement on May 20, 2005 (the "Disclosure Statement"), and an amended disclosure statement on April 5, 2006 (the "Amended Statement") in respect of Barber Creek.
11. The Disclosure Statement and Amended Disclosure Statement include the following information:
 - (a) Barber Creek would be developed in five phases;
 - (b) Phase 5 of construction would take place between April 1, 2005 and September 30, 2005;
 - (c) Under the heading "common property and facilities", the following disclosure was made:

"There are no common facilities in Phases 1 to 4. There will be an amenity area as a common facility constructed in Phase 5 of the Development and the Developer has posted security as required by the Approving Officer for the city of Surrey sufficient to cover the costs of constructing the amenity area."
 - (d) Under the heading "utilities and services", the following disclosure was made:

"As the Development is wholly situated within the boundaries of the City of Surrey, available utility services include water, electricity, sewerage, natural gas, fire protection, telephone and access. These services will be available to all strata lots in the Development."
 - (e) Attached as Schedule "E" was an interim budget for the 12 month period beginning on the first day of the month following the month in which the first conveyance of a strata lot occurs.

(f) The budget attached as Schedule "E" includes a line item for common area maintenance in the amount of \$4,800, allocated as follows:

Landscaping:	\$1,600
Snow Removal:	\$ 200
Building Repairs:	\$3,000

12. On July 14, 2004, engineered pump systems ltd. ("EPSL") attended at the Development to commission the sanitary pump system. Present at the site were representatives of Hunter Laird, Gemco, and Bayhill Electrical Contracting, but did not include anyone from 684693. EPSL confirmed, in a report addressed to Seabright (and not 684693), that the system was installed correctly and in accordance with good trade practice. The system was approved for service.
13. The Disclosure Statement and the Amended Disclosure Statement do not disclose the existence of the sanitary lift station on the common property of the Development. This omission to disclose the existence of the sanitary lift station on the part of the Developer was not deliberate.
14. The sanitary lift station requires annual maintenance at a cost of approximately \$600 per year.
15. The maintenance costs associated with the sanitary lift station were not disclosed on the interim budget, attached as Schedule "E" to both the Disclosure Statement and the Amended Disclosure Statement.
16. The Developer breached sections 3 and 14 of the Act and the Superintendent's Policy Statement 1 by failing to disclose the necessary maintenance costs associated with the sanitary lift station in the interim budget attached to the Disclosure Statement and the Amended Disclosure Statement.
17. The Developer breached sections 3 and 14 of the Act and the Superintendent's Policy Statement 1 by failing to disclose the existence of the sanitary lift station under the headings "common property" and "utilities and services" in the Disclosure Statement and the Amended Disclosure Statement.

C. WAIVER

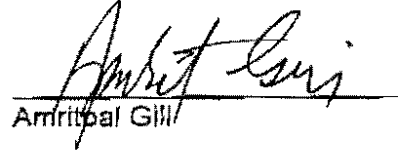
684693, Gill and Raj waive their right to appeal under section 37 of the Act.

Dated at Surrey, British Columbia this 27 day of January, 2009.

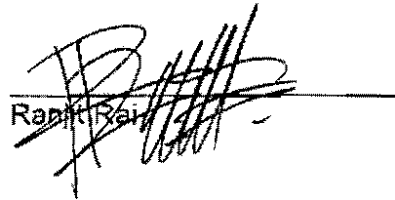


W. Alan Clark
Superintendent of Real Estate
Province of British Columbia

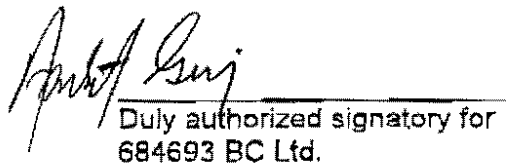
Dated at SURREY, British Columbia, this 27 day of January, 2009.


Armitpal Gill

Dated at SURREY, British Columbia, this 27 day of January, 2009.


Rajit Raj

Dated at SURREY, British Columbia, this 27 day of January, 2009.


Duly authorized signatory for
684693 BC Ltd.