

**IN THE MATTER OF
THE REAL ESTATE DEVELOPMENT MARKETING ACT
S.B.C. 2004, Chapter 41**

and

JR CONCEPT DEVELOPMENTS INC. and JUGDEEP RANDHAWA

AMENDED NOTICE OF HEARING

WHEREAS it appears to the Superintendent of Real Estate (the "Superintendent") that:

1. JR Concept Developments Ltd. ("JR Concept" or the "Developer") was incorporated in British Columbia on November 15, 2005 and has its registered and records office at 10851 – 157A Street in Surrey, British Columbia.
2. JR Concept has one director, Jugdeep Randhawa ("Randhawa").
3. JR Concept is the named developer (the "Developer") in a development known as The Inglenook, which is located on Buck Road in Mount Baldy, British Columbia (the "Development").
4. The Developer filed a disclosure statement with the Superintendent on March 9, 2007 and an amended disclosure statement on April 4, 2007 (collectively the "Disclosure Statement").
5. At the time the Disclosure Statement was filed, the Developer had not obtained a building permit for the Development and had financing in place "for the purpose of installing and paying the cost of utilities and services associated with the development units."
6. The Disclosure Statement was filed pursuant to the Superintendent's Policy Statements 5 and 6 which allows early marketing of the Development subject to some conditions.
7. Pursuant to Policy Statement 5 and 6, a developer may market the development for a period of no more than nine months from the date the disclosure statement is filed unless an amendment to the disclosure

statement, setting out both the particulars of the issued building permit and unconditional financing commitment, is filed with the Superintendent within that nine month period.

8. Pursuant to Policy Statements 5 and 6, the Developer should have filed an amendment to the Disclosure Statement on or before December 9, 2007.
9. The Developer's legal counsel was advised by the Superintendent's staff (the "Staff") of the December 9, 2007 deadline as follows: by letter dated March 13, 2007, and in telephone calls of December 6 and 7, 2007. Despite being reminded of the December 9, 2007 deadline, the Developer did not file the requisite amendment to the Disclosure Statement by that date.
10. On December 14, 2007, the Developer filed an amendment to the Disclosure Statement (the "Amendment"), but the Amendment was deficient as it did not disclose whether the Developer had obtained a building permit or an unconditional financing commitment and did not include the information required under the Superintendent's Policy Statements 14 (Development Property Not Yet Completed) and 15 (Developer's Background and Conflicts of Interest).
11. The Staff spoke with the Developer's legal counsel on December 18, 2007 and advised them that the Amendment would be rejected. Counsel for the Developer confirmed that no building permit had been issued. Staff directed the Developer, through its legal counsel, to cease marketing the Development immediately.
12. On December 18, 2007, the Staff wrote the Developer's legal counsel and requested that the Developer enter into an undertaking to cease marketing the Development until an amendment to the Disclosure Statement was filed.
13. As of January 17, 2008, neither the requisite amendment to the Disclosure Statement nor the requested undertaking had been filed with the Superintendent.
14. JR Concept continued to market the Development without a proper disclosure statement, after the 9-month deadline, and after being directed by Staff on December 18, 2007 to cease doing so, in contravention of sections 10 and 16 of the *Real Estate Development Marketing Act* (the "Act").
15. On February 5, 2008, the Superintendent issued a cease marketing order.

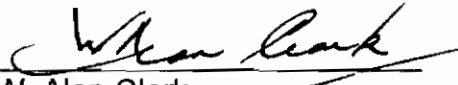
16. Pursuant to section 30 of the *Act*, the Superintendent, on finding that a developer is or has been non-compliant, may do one or more of the following:
- (a) order the developer to cease or refrain from marketing one or more development units;
 - (b) order the developer to carry out a specified activity related to marketing;
 - (c) order the developer to pay amounts in accordance with section 31 [recovery of enforcement expenses];
 - (d) order the developer to pay an administrative penalty in an amount of
 - (i) not more than \$50,000, in the case of a corporation, or
 - (ii) not more than \$25,000, in the case of an individual.

AND TAKE NOTICE that a hearing will be held at 1200 – 13450 102nd Avenue, in Surrey, British Columbia commencing at **10:00 a.m.** on **January 19-20, 2009** to allow JR Concept Developments Inc. and Jugdeep Randhawa an opportunity to be heard before the Superintendent determines:

1. what orders to make pursuant to section 30 of the *Act*, based upon the findings of fact contained in the Order; and
2. what other orders may be appropriate to make in the circumstances.

AND TAKE NOTICE that JR Concept Developments Inc. and Jugdeep Randhawa may be represented by counsel at the hearing and may make representations and lead evidence. JR Concept Developments Inc. and Jugdeep Randhawa are requested to advise of their intention to attend the hearing by writing to the Superintendent at 1200 – 13450 102nd Avenue, Surrey, British Columbia, at least five days before the date of the hearing;

Dated at Surrey, British Columbia, this ^{4th} day of December, 2008.


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

To: JR Concept Developments Inc.

[REDACTED]

And

[REDACTED]

Jugdeep Randhawa

[REDACTED]