

COURT FILE NUMBER	Q.B. No. 24-2476632 Estate No. 24-2476632
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
APPLICANT	<b>THE BOWRA GROUP INC.</b>
STYLE OF CAUSE	<b>IN THE MATTER OF THE BANKRUPTCY OF CHATUR HOLDINGS LTD.</b>
COURT FILE NUMBER	Q.B. No. 32-2483613 Estate No. 32-2483613
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
APPLICANT	<b>THE BOWRA GROUP INC.</b>
STYLE OF CAUSE	<b>IN THE MATTER OF THE BANKRUPTCY OF GLOBE IMPORTS (ONTARIO) LTD.</b>
DOCUMENT	<b><u>TRUSTEE'S THIRD REPORT TO COURT</u></b>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	LICENSED INSOLVENCY TRUSTEE  Doug Chivers / Kristin Gray The Bowra Group Inc. 1411 TD Tower 10088 – 102 <sup>nd</sup> Avenue NW Edmonton, ATB T5J 2Z1 Phone: 780.705.0073 Fax: 780.705.1946 Email: kgray@bowragroup.com

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File No.: 063227-00011/SOT

## **TABLE OF CONTENTS**

Introduction and Background	Page 1
Purpose of the Report	Page 2
Receiver and Trustee's Activities Since Second Report to Court	Page 2
Tolling Order	Page 3
Conclusion	Page 4

## **APPENDIX**

EXHIBIT "A"	Receivership Order dated December 12, 2018
EXHIBIT "B"	Court of Queen's Bench of Alberta Order – August 5, 2020
EXHIBIT "C"	Court of Queen's Bench of Alberta Order – March 2, 2021

## INTRODUCTION AND BACKGROUND

1. Pursuant to a December 12, 2018 Order of the Court of Queen's Bench of Alberta (the "**Receivership**"), The Bowra Group Inc. ("**Bowra**") was appointed as receiver and manager (the "**Receiver**") of Chatur Holdings Ltd. ("**Chatur**") and Globe Imports (Ontario) Ltd. ("**Globe**") (Chatur and Globe are collectively referred to herein as the "**Company**").
2. On February 20, 2019 Chatur was assigned into bankruptcy and on March 8, 2019 Globe was assigned into bankruptcy. Bowra was appointed as trustee in Bankruptcy (the "**Trustee**") of these entities pursuant to Section 49 of the *Bankruptcy and Insolvency Act*, RSC 1985 c B-3 (the "**BIA**").
3. Chatur is a corporation incorporated pursuant to the laws of the province of Alberta. Globe is a corporation incorporated pursuant to the laws of Ontario. Chatur and Globe are related companies formerly engaged in the business of manufacturing, importing and distributing furniture. Chatur and Globe were generally engaged in the same line of business and thus, their operations were interdependent.
4. On November 27, 2017 a fire loss (the "**Fire Loss**") occurred at Globe's premises at 6450 Tomken Road, Mississauga, Ontario. This location was also used by Chatur for various operations and storage of assets. The Fire Loss destroyed all the Company's assets, and ultimately the Company was no longer able to carry on business.
5. On November 23, 2018 the Company issued a Statement of Claim in the Ontario Superior Court of Justice against its insurer seeking, among other things, coverage and indemnification by the insurer as a result of the Fire Loss (the "**Fire Loss Claim**"). In the Fire Loss Claim, the Company is seeking, among other things, damages for breach of contract in the amount of \$5,000,000.00 and punitive damages in the amount of \$100,000.00 against its insurer. To date, the Fire Loss Claim has not been resolved. The Receiver has continued the litigation of the Fire Loss Claim.
6. As stated in the Trustee's First Report to Court dated July 27, 2020 (the "**First Report**") the Trustee identified several financial transactions that could be considered either preference payments or transfers at under value as contemplated in Section 95 to 101 of the BIA, the FPA and the Statute (the "**Questioned Transactions**")
7. The Trustee was of the view that it would be in the best interests of the estate of the Companies to obtain a court order tolling and suspending all limitation periods respecting potential claims belonging to the Trustee and any creditor with respect to transfers, preferences and/or conveyances at under value of any of property of the Company, including rights to bring applications to set aside the Questioned Transactions.

8. As such, on August 5, 2020 the Court of Queen's Bench of Alberta granted an Order suspending limitation periods to March 5, 2021 (the "**Tolling Order**"). A copy of the Tolling Order is attached in Exhibit B.
9. Due to various delays in the litigation of the Fire Loss Claim, the Trustee requested an extension for the period of the Tolling Order in the Trustee's Second Report to Court dated February 22, 2021 (the "**Second Report**").
10. On March 2, 2021 the Court of Queen's Bench of Alberta granted an Order extending the Tolling Order period to September 5, 2021 (the "**Extension Order**"). A copy of the Extension Order is attached in Exhibit C.
11. This is the Trustee's Third Report to the Court (the "**Third Report**") and should be read in conjunction with the Trustee's First Report to the Court and the Trustee's Second Report to Court.
12. In preparing the Third Report and making comments herein, the Trustee has been provided with, and has relied upon, certain unaudited, draft and/or internal financial information of the Company, the books and records of the Company, and information from other third-party sources (collectively, the "**Information**"). The Trustee has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with generally accepted assurance standards or other standards established by the Chartered Professional Accountants of Canada.
13. Copies of the relevant documents relating to these proceedings are available on the Trustee's website at <https://www.bowragroup.com/chaturholdings>.

#### **PURPOSE OF THE REPORT**

14. The purpose of this Third Report is to provide this Honourable Court with information with respect to:
  - (a) Receiver and Trustee's activities since our Second Report; and
  - (b) Requesting this Honourable Court of Queen's Bench of Alberta grant a 6-month extension of the Tolling Order to March 5, 2022.

#### **RECEIVER AND TRUSTEE'S ACTIVITIES PERFORMED SINCE THE FIRST REPORT**

15. Bowra, as Receiver and Trustee continued to work with legal counsel to assess the litigation merits for the Fire Loss Claim. More specifically, Bowra has performed the following tasks:

- (a) Reviewed correspondence with legal counsel regarding documentation requests by insurer and delays in examination;
- (b) Correspondence to legal counsel regarding the review of Company records by the counsel to the insurer;
- (c) Correspondence with legal counsel regarding the status of the litigation, examination dates, mediation process and availability of financial information;
- (d) Correspondence with legal counsel and the accountant to the Company regarding the status of prior year financial statements;
- (e) Correspondence and discussions regarding delay issues and timing of the examinations for the various parties involved; and,
- (f) Discussions with the HSBC Bank of Canada's, the secured creditor, legal counsel regarding the timing of discoveries, production of various financial information and requirement for the second extension of the Tolling Order.

#### **TOLLING ORDER**

- 16. On August 5, 2020 the Honourable Mr. Justice Mah granted the Tolling Order:
  - (a) suspending all limitation periods applicable against the Receiver, Trustee and the creditors of the Debtor to commence actions pursuant to the provisions of the BIA, the FPA, the Statute or any other provincial legislation or regulations in force in Alberta, Ontario or Canada to challenge, set aside or impugn any Questioned Transactions until March 5, 2021, except as may be extended by further Order of this Honourable Court;
  - (b) granting the Receiver and Trustee the power and authority to conduct examinations of any person reasonably thought to have knowledge of the Questioned Transactions or any one or more of them all in the manner and subject to the limitations as provided to a Trustee in bankruptcy pursuant to section 163 of the BIA; and
  - (c) approving and ratifying the First Report to Court of the Receiver and the Trustee;
- 17. As a result of delays in the litigation efforts of the Fire Loss Claim that are out of the control of Bowra, Bowra requires additional time and requests that the Tolling Order be extended by the Court.
- 18. The delays are primarily a result of scheduling conflicts for the various parties that are required to be interviewed to assess the merits of the claim more fully. We expect these to be complete within the next few months.

19. The Trustee believes that it is still in the best interest of the estate to preserve its right to pursue a more expansive investigation and bring applications to set aside certain of the Questioned Transactions until after the Receiver has exhausted its recourse of the Fire Loss Claim.
20. As such we are requesting that this Honourable Court extend the Tolling Order for a period of 6 months to March 5, 2022.

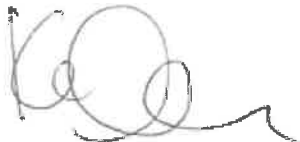
## CONCLUSION

21. Due to various delays out of the control of the Receiver and Trustee related to the litigation of the Fire Loss Claim the Trustee believes it is necessary to extend the Tolling Order for 6 months from September 5, 2021 to March 5, 2022.
22. Based upon the foregoing, the Trustee seeks the Court's approval for an Order:
  - (a) abridging, if necessary, the time for service of this Application and deeming service good and sufficient;
  - (b) an extension of 6 months to March 5, 2022 of the suspension of all limitation periods respecting potential claims by the Trustee and any creditor with respect to transfers, preferences and/or conveyances at under value of any of property of the Company, including without limitation, claims arising pursuant to Sections 95 to 101 of the BIA, the FPA and the Statute; and
  - (c) such further and other relief as this Honourable Court may deem just in all the circumstances.

All of which is respectfully submitted this 16<sup>th</sup> day of August, 2021.

### **The Bowra Group Inc.**

In its capacity as Licenced Insolvency Trustee of  
Chatur Holdings Ltd. and Globe Imports (Ontario) Ltd. and not in  
its personal capacity



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Per: Kristin Gray, CPA, CA, CIRP, LIT  
Senior Vice President

**Exhibit "A"**



COURT FILE NUMBER 1803 23072  
COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE EDMONTON  
PLAINTIFF HSBC BANK OF CANADA  
DEFENDANTS CHATUR HOLDINGS LTD., GLOBE IMPORTS (ONTARIO) LTD., 895102 ALBERTA LTD., FARHAN CHATUR, NAZIR JAVER, FEIZAL CHATUR, AL-KARIM CHATUR, SALIM CHATUR, AMIRALI CHATUR, ZARIAN CHATUR, and NASSIM CHATUR



DOCUMENT RECEIVERSHIP ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
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File No.: 014935-1561/DAH

DATE ON WHICH ORDER WAS PRONOUNCED:

December 12, 2018

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice R.A. Graesser

UPON the application of HSBC Bank of Canada ("HSBC") in respect of Chatur Holdings Ltd. ("Chatur"), Globe Imports (Ontario) Ltd. ("Globe"), and 895102 Alberta Ltd. ("895") (individually and collectively referred to as, the "Debtor"); AND UPON having read the Application, the Affidavit of John Lee, filed; AND UPON reading the consent of The Bowra Group to act as receiver and manager (the "Receiver") of the property of the Debtor, filed; AND UPON hearing counsel for HSBC; AND UPON hearing counsel for the Debtor;

IT IS HEREBY ORDERED AND DECLARED THAT:

**SERVICE**

1. The time for service of the notice of application for this Order is hereby abridged and service thereof is deemed good and sufficient.

## APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 ("**BIA**"), and sections 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2, and 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c.P-7 ("**PPSA**") The Bowra Group is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof, excepting thereout the real property owned by 895, being legally described as:

PLAN 9020764  
BLOCK 4  
LOT 8  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 2.17 HECTARES (5.36 ACRES) MORE OR LESS

(the "**Property**").

## RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
  - (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
  - (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part other business, or cease to perform any contracts of the Debtor;
  - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
  - (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
  - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;

- (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease, or assign the Property in the ordinary course of business without the approval of this Honourable Court and to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$ 20,000.00, provided that the aggregate consideration for all such transactions does not exceed \$ 100,000.00; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,and in each such case notice under subsection 60(8) of the PPSA shall not be required.
- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
- (s) to assign the Debtor into bankruptcy; and
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records

as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

7. No proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

#### **NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 8; and (ii) affect a Regulatory Body's investigation in respect of the Debtor or an action, suit or proceeding that is taken in respect of the Debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "Regulatory Body" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province. Nothing within this Order shall limit or stay the right of the Plaintiff to continue Proceedings against the individual Defendants in this Action, or any of them.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

9. All rights and remedies (including, without limitation, set-off rights) against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

#### **NO INTERFERENCE WITH THE RECEIVER**

10. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

#### **CONTINUATION OF SERVICES**

11. All Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance,

transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and this Court directs that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

#### RECEIVER TO HOLD FUNDS

12. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

#### EMPLOYEES

13. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the *BIA*, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the *BIA* or under the *Wage Earner Protection Program Act*, S.C. 2005, c. 47 ("WEPPA").
14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

## LIMITATION ON ENVIRONMENTAL LIABILITIES

15. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- (i) before the Receiver's appointment; or
  - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
    - A. complies with the order, or
    - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
  - (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
    - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
    - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
  - (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

### LIMITATION ON THE RECEIVER'S LIABILITY

16. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the *BIA*.

### RECEIVER'S ACCOUNTS

17. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, incurred both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) of the *BIA*.
18. The Receiver and its legal counsel shall pass their accounts from time to time.
19. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

### FUNDING OF THE RECEIVERSHIP

20. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$ 50,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the *BIA*.
21. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
22. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.



23. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

#### ALLOCATION

24. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

#### DECLARATION

25. It is hereby declared that there is due and owing by the Defendants to the Plaintiff:
- (a) As against Chatur Holdings Ltd. - C\$1,429,415.22 and US\$809,314.37 plus interest from and after November 29, 2018 at the rate of 1.5% per annum above Prime on the principal sum of \$1,179,415.22 and a rate of 1.5% per annum above the US Base Rate on the principal sum of US\$809,314.37, plus interest from and after March 2, 2018 at the rate of 2.00% per annum above Prime on the principal sum of C\$250,000.00;
  - (b) As against Globe Imports (Ontario) Ltd. - C\$1,530,166.86 and US\$104,771.46 plus interest from and after November 29, 2018 at the rate of 2.00% per annum above Prime on the principal sum of C\$1,530,166.86 and at the rate of 2.00% per annum above the US Base Rate on the principal sum of US\$104,771.46; and
  - (c) As against 895102 Alberta Ltd. – C\$1,000,000.00 plus interest from and after June 27, 2018 at a rate of 1.50% per annum above Prime.

#### GENERAL

26. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
27. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence.
28. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
29. The requirement of the parties to engage in a dispute resolution process is dispensed with.
30. The Registrar of Land Titles is directed to register a copy of this Order in the Land Titles Office against Title to any land registered in the name of the Debtor notwithstanding the requirements of Subsection 191(1) of the *Land Titles Act*, R.S.A. 2000, c L-4.
31. The Plaintiff is given leave to continue any and all proceedings in relation to this matter.

32. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
33. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
34. The Plaintiff shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor estate with such priority and at such time as this Court may determine.
35. Service of this Order and any and all other documents in these proceedings may be effected, without limitation, on any interested party or their counsel by personal service, email, facsimile, courier, or registered mail and such service shall be deemed good and sufficient for all purposes.
36. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

**FILING**

37. The Receiver shall establish, and maintain a website in respect of these proceedings at www.bowraycorp.com/chaturholdings and shall post there as soon as practicable:

- (a) all materials prescribed by statute or regulation to be made publically available; and
- (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

  
J.C.Q.B.A.  


**SCHEDULE "A"**

**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that The Bowra Group, the receiver and manager (in each capacity the "Receiver") of all of the assets, undertaking and property of Chatur Holdings Ltd., Globe Imports (Ontario) Ltd., and 895102 Alberta Ltd., appointed by Order of the Court of Queen's Bench of Alberta (the "Court") dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Order") made in action \_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the \_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_ per cent above the prime commercial lending rate of \_\_\_\_\_ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at \_\_\_\_\_.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_ day of \_\_\_\_\_, 2018.

The Bowra Group, solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit "B"**



Clerk's stamp:

COURT FILE NUMBER 1803-23072  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE EDMONTON  
PLAINTIFF HSBC BANK OF CANADA  
DEFENDANTS CHATUR HOLDINGS LTD., GLOBE IMPORTS (ONTARIO) LTD., 895102 ALBERTA LTD., FARHAN CHATUR, NAZIR JAVER, FEIZAL CHATUR, AL-KARIM CHATUR, SALIM CHATUR, AMIRALI CHATUR, ZARIAN CHATUR and NASSIM CHATUR

COURT FILE NUMBER Q.B. No. 24-2476632  
Estate No. 24-2476632  
JUDICIAL CENTRE EDMONTON  
APPLICANT THE BOWRA GROUP INC.  
STYLE OF CAUSE IN THE MATTER OF THE BANKRUPTCY OF CHATUR HOLDINGS LTD.

COURT FILE NUMBER Q.B. No. 32-2483613  
Estate No. 32-2483613  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE EDMONTON  
APPLICANT THE BOWRA GROUP INC.  
STYLE OF CAUSE IN THE MATTER OF THE BANKRUPTCY OF GLOBE IMPORTS (ONTARIO) LTD.

DOCUMENT

ORDER

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

LICENSED INSOLVENCY TRUSTEE

Doug Chivers / Kristin Gray  
The Bowra Group Inc.  
1411 TD Tower  
10088 – 102<sup>nd</sup> Avenue NW  
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COUNSEL

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Phone: 780.429.6831  
Fax: 780.702.4359  
Email: susy.trace@dlapiper.com  
File No.: 063227-00011/SOT

**DATE ON WHICH ORDER WAS PRONOUNCED:** August 5, 2020

**LOCATION WHERE ORDER WAS PRONOUNCED:** Edmonton, Alberta

**NAME OF JUSTICE WHO MADE THIS ORDER:** The Honourable Mr. Justice D.R. Mah

**UPON THE APPLICATION** of The Bowra Group Inc. in its capacity as Court Appointed Receiver (the "Receiver") of Chatur Holdings Ltd. ("Chatur") and Globe Imports (Ontario) Ltd. ("Globe") (Chatur and Globe are collectively referred to herein as the "Debtor"); **AND UPON THE APPLICATION** The Bowra Group Inc. in its capacity as Licenced Insolvency Trustee of Chatur and Globe pursuant to Section 49 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 ("BIA") (the "Trustee"); **AND UPON** reading the First Report to Court of the Receiver and the Trustee filed in these proceedings (the "First Report"); **AND UPON** noting that prior to the commencement of these proceedings, property of the Debtor was transferred, charged or otherwise dealt with in circumstances which may give rise to transactions that could be challenged by the Trustee or creditors of the Debtor (the "Questioned Transactions"); **AND UPON** noting that further investigation is required in order to determine if the Trustee ought to apply to this Honourable Court to set aside or otherwise impugn the Questioned Transactions; **AND UPON** noting that the Trustee's authority to challenge any of the Questioned Transactions is pursuant to Sections 95-101 of the BIA,

and Provincial legislation including, without limitation the *Fraudulent Preferences Act*, RSA 2000, c F-24 (the "FPA") and the *Statute of Elizabeth*, 1571 (UK), 13 Eliz I, C 5 (the "Statute") and that creditors of the Debtor may have additional ability to challenge the Questioned Transactions under provincial or other legislation; **AND UPON** noting that limitation periods for commencing actions to challenge the Questioned Transaction continue to operate; **AND UPON** noting that it would be desirable to suspend the operation of all limitation periods until the economic benefit of challenging any of the Questioned Transactions can be determined; **UPON** hearing counsel for the Receiver and Trustee, counsel for the Debtor, and counsel for certain creditors of the Debtor; **AND UPON** being advised of the consent of counsel for Chatur, Globe, 895102 Alberta Ltd., Farhan Chatur, Nazir Javer, Feizal Chatur, Al-Karim Chatur, Salim Chatur, Amirali Chatur, Zarian Chatur And Nassim Chatur; **AND UPON** being advised by counsel for the Receiver and the Trustee of service of this Application and the First Report to Court of the Receiver and the Trustee;

**IT IS HEREBY ORDERED AND ADJUDGED THAT:**

1. Service of notice of this Application and all materials in support by the method described in the Affidavit of Service filed in support of this Application be and is hereby deemed good and sufficient, no other person is required to have been served with notice of this Application, the time for service of the said documents is abridged to the time actually given and the requirement for further service thereof is hereby dispensed with.
2. All limitation periods applicable against the Receiver, Trustee and the creditors of the Debtor to commence actions pursuant to the provisions of the BIA, the FPA, the Statute or any other provincial legislation or regulations in force in Alberta, Ontario or Canada to challenge, set aside or impugn any Questioned Transactions be and is hereby suspended and tolled until March 5, ~~2021~~ <sup>\*2021\*</sup> except as may be extended by further Order of this Honourable Court.
3. The Receiver and Trustee are hereby granted the power and authority to conduct examinations of any person reasonably thought to have knowledge of the Questioned Transactions or any one or more of them all in the manner and subject to the limitations as provided to a Trustee in bankruptcy pursuant to section 163 of the BIA.
4. The First Report and the activities of the Receiver and Trustee as described therein are hereby ratified and approved.
5. This Court requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada to give effect to this Order and to assist the Trustee and the Receiver, and their respective agents in carrying out the terms of this Order. All courts,

tribunals, and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Trustee and the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Trustee and the Receiver and their respective agents in carrying out the terms of this Order.



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JUSTICE OF THE COURT OF QUEEN'S  
BENCH OF ALBERTA



**Exhibit "C"**

Clerk's stamp:



COURT FILE NUMBER 1803-23072  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE EDMONTON  
PLAINTIFF **HSBC BANK OF CANADA**  
DEFENDANTS **CHATUR HOLDINGS LTD., GLOBE IMPORTS (ONTARIO) LTD., 895102 ALBERTA LTD., FARHAN CHATUR, NAZIR JAVER, FEIZAL CHATUR, AL-KARIM CHATUR, SALIM CHATUR, AMIRALI CHATUR, ZARIAN CHATUR and NASSIM CHATUR**

COURT FILE NUMBER Q.B. No. 24-2476632  
Estate No. 24-2476632  
JUDICIAL CENTRE EDMONTON  
APPLICANT **THE BOWRA GROUP INC.**  
STYLE OF CAUSE **IN THE MATTER OF THE BANKRUPTCY OF CHATUR HOLDINGS LTD.**

COURT FILE NUMBER Q.B. No. 32-2483613  
Estate No. 32-2483613  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE EDMONTON  
APPLICANT **THE BOWRA GROUP INC.**  
STYLE OF CAUSE **IN THE MATTER OF THE BANKRUPTCY OF GLOBE IMPORTS (ONTARIO) LTD.**

DOCUMENT

ORDER

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

LICENSED INSOLVENCY TRUSTEE

Doug Chivers / Kristin Gray  
The Bowra Group Inc.  
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Email: Jerritt.pawlyk@dlapiper.com  
File No.: 063227-00011

**DATE ON WHICH ORDER WAS PRONOUNCED:** March 2, 2021

**LOCATION WHERE ORDER WAS PRONOUNCED:** Edmonton, Alberta

**NAME OF JUSTICE WHO MADE THIS ORDER:** The Honourable Mr. Justice G.S. Dunlop

**UPON THE APPLICATION** of The Bowra Group Inc. in its capacity as Court Appointed Receiver (the “**Receiver**”) of Chatur Holdings Ltd. (“**Chatur**”) and Globe Imports (Ontario) Ltd. (“**Globe**”) (Chatur and Globe are collectively referred to herein as the “**Debtor**”); **AND UPON THE APPLICATION** The Bowra Group Inc. in its capacity as Licenced Insolvency Trustee of Chatur and Globe pursuant to Section 49 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (“**BIA**”) (the “**Trustee**”); **AND UPON** reading the Second Report to Court of the Receiver and the Trustee filed in these proceedings (the “**Second Report**”); **AND UPON** noting that prior to the commencement of these proceedings, property of the Debtor was transferred, charged or otherwise dealt with in circumstances which may give rise to transactions that could be challenged by the Trustee or creditors of the Debtor (the “**Questioned Transactions**”); **AND UPON** noting that further investigation is required in order to determine if the Trustee ought to apply to this Honourable Court

to set aside or otherwise impugn the Questioned Transactions; **AND UPON** noting that the Trustee's authority to challenge any of the Questioned Transactions is pursuant to Sections 95-101 of the BIA, and Provincial legislation including, without limitation the *Fraudulent Preferences Act*, RSA 2000, c F-24 (the "FPA") and the *Statute of Elizabeth*, 1571 (UK), 13 Eliz I, C 5 (the "Statute") and that creditors of the Debtor may have additional ability to challenge the Questioned Transactions under provincial or other legislation; **AND UPON** noting that on August 5, 2020 the Honourable Mr. Justice Mah granted an Order suspending all limitation periods applicable against the Receiver, Trustee and the creditors of the Debtor to commence actions pursuant to the provisions of the BIA, the FPA, the Statute or any other provincial legislation or regulations in force in Alberta, Ontario or Canada to challenge, set aside or impugn any Questioned Transactions until March 5, 2021; **AND UPON** noting that it would be desirable to extend the suspension of the operation of all limitation periods until the economic benefit of challenging any of the Questioned Transactions can be determined; **UPON** hearing counsel for the Receiver and Trustee, counsel for the Debtor, and counsel for certain creditors of the Debtor; **AND UPON** being advised of the consent of counsel for Chatur, Globe, 895102 Alberta Ltd., Farhan Chatur, Nazir Javer, Feizal Chatur, Al-Karim Chatur, Salim Chatur, Amirali Chatur, Zarian Chatur And Nassim Chatur; **AND UPON** being advised by counsel for the Receiver and the Trustee of service of this Application and the Second Report to Court of the Receiver and the Trustee;

**IT IS HEREBY ORDERED AND ADJUDGED THAT:**

1. Service of notice of this Application and all materials in support by the method described in the Affidavit of Service filed in support of this Application be and is hereby deemed good and sufficient, no other person is required to have been served with notice of this Application, the time for service of the said documents is abridged to the time actually given and the requirement for further service thereof is hereby dispensed with.
2. All limitation periods applicable against the Receiver, Trustee and the creditors of the Debtor to commence actions pursuant to the provisions of the BIA, the FPA, the Statute or any other provincial legislation or regulations in force in Alberta, Ontario or Canada to challenge, set aside or impugn any Questioned Transactions continue to be suspended and tolled until September 5, 2021, except as may be extended by further Order of this Honourable Court.
3. The Second Report and the activities of the Receiver and Trustee as described therein are hereby ratified and approved.
4. This Court requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada to give effect to this Order and to assist the Trustee and

the Receiver, and their respective agents in carrying out the terms of this Order. All courts, tribunals, and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Trustee and the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Trustee and the Receiver and their respective agents in carrying out the terms of this Order.



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**JUSTICE OF THE COURT OF QUEEN'S  
BENCH OF ALBERTA**