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FILED

NOV 21 2013

BUREAU OF REAL ESTATE

By H. Contreras

7
8 BEFORE THE BUREAU OF REAL ESTATE
9 STATE OF CALIFORNIA

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11 In the Matter of the Accusation of)
12) NO. H-6049 SAC
13 INDERJIT GHUSAR,)
14) ACCUSATION
Respondent.)

15 The Complainant, Tricia D. Sommers, in her official capacity as a Deputy Real
16 Estate Commissioner of the State of California ("Complainant"), for Accusation against
17 GHUSAR INDERJIT ("Respondent"), is informed and alleges as follows:

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19 At all times mentioned, Respondent was and now is licensed by the State of
20 California Bureau of Real Estate, ("the Bureau"), as a real estate salesperson. At no time has
21 Respondent been license by the Bureau as a real estate broker. At all times relevant herein,
22 Respondent was employed under the real estate broker license of Robert Do of Elite Norcal
23 Corporation ("Elite").

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25 On or about November 24, 2010, Respondent entered in to a Residential Listing
26 agreement with Darren C. for the real property located at 1482 Countryside Drive, Yuba City,
27 California. The Residential Listing Agreement was to be in effect until December 1, 2012.

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2 On or about December 28, 2011, Respondent presented a Residential Purchase
3 Agreement, dated July 28, 2011, to Commission Funding Solutions ("CFS") for the purpose of
4 obtaining a Commission advance loan. Respondent also signed documents presented to him by
5 CFS, including an "Application to Sell Receivable" and a "Notice of Assignment". On each of
6 those documents, Respondent signed as either the "broker" or "agent" of Elite Realty Services,
7 which was a dba for "Elite Norcal Corporation".

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9 On or about January 5, 2012, Respondent signed a "Master Repurchase and
10 Security Agreement" and an "Account Receivable Sale and Assignment Agreement". The
11 "Account Receivable Sale and Assignment Agreement" was also signed by Daniel Ramirez of
12 CFS and granted Respondent a commission advance in the amount of \$7,223. On each of those
13 documents, Respondent signed as either the "broker" or "agent" of Elite Realty Services, which
14 was a dba for "Elite".

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16 On or about January 5, 2012, Respondent received a commission advance
17 payment from CFS.

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19 Ultimately, the sale of the Countryside Drive property was never completed and
20 Respondent has failed to repay the advance fee commission he received for the transaction from
21 CFS.

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23 The acts and/or omissions of Respondent as set forth in Paragraphs 2 through 6,
24 above, were done with the knowledge or approval of Respondent's employing real estate broker.

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26 The acts and/or omissions of Respondent described in Paragraphs 2 through 7,
27 above, are grounds for the revocation or suspension of all of Respondent's license and/or license

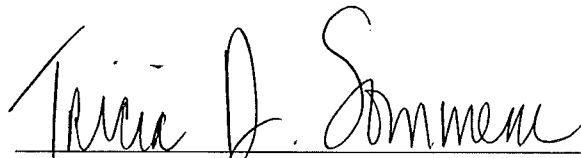
1 rights under Sections 10130 (broker license requirement), 10137 (taking compensation from
2 someone other than employing broker), 10176(a) (misrepresentation), 10176(i) (fraud or
3 dishonest dealing), and 10177(d) (willful disregard/violation of real estate law) and/or 10177(g)
4 (negligence or incompetence) of the Code.

5 COST RECOVERY

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7 Section 10106 of the Code provides, in pertinent part, that in any order issued in
8 resolution of a disciplinary proceeding before the Bureau, the Commissioner may request the
9 Administrative Law Judge to direct a licensee found to have committed a violation of this part to
10 pay a sum not to exceed the reasonable costs of the investigation and enforcement of the case.

11 WHEREFORE, Complainant prays that a hearing be conducted on the
12 allegations of this Accusation and that upon proof thereof, a decision be rendered imposing
13 disciplinary action against all licenses and license rights of Respondent under the Code, for the
14 reasonable cost of investigation and prosecution of this case, including agency attorney's fees,
15 and for such other and further relief as may be proper under other provisions of law.

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19 TRICIA D. SOMMERS
20 Deputy Real Estate Commissioner
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22 Dated at Sacramento, California,
23 this 21 day of November, 2013.
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