



Court File No. CV-25-00740567-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE
JUSTICE CAVANAGH

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THURSDAY, THE 9TH
DAY OF JULY, 2026

B E T W E E N:

THE TORONTO-DOMINION BANK

Applicant

- and -

DOSANJH CARE INC.

Respondent

**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985 c. B-3, AS AMENDED, AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C-43, AS AMENDED**

**APPROVAL AND VESTING ORDER
(532 Main Street)**

THIS MOTION, made by Albert Gelman Inc. in its capacity as the Court-appointed receiver (the “**Receiver**”) of the undertaking, property and assets of Dosanjh Care Inc. (the “**Debtor**”), acquired for, or used in relation to a business carried on by the Debtor, for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale between the Receiver and Nwaligbe Restful Health Care Inc. (the “**Purchaser**”) dated April 28, 2026, as amended by an amendment to agreement of purchase and sale dated May 12, 2026 and as further amended by amendment to agreement of purchase and sale dated May 20, 2026 (collectively, the “**Sale Agreement**”) and appended to the First Report of the Receiver dated July 3, 2026 (the “**First Report**”), and vesting in the Purchaser the Debtor’s right, title and interest in and to the Real Property (as defined in the Sale Agreement) (the “**Real Property**”), was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the First Report, and on hearing the submissions of counsel for the Receiver, and those other parties that were present as listed on the counsel slip, and no one appearing for any other person on the service list, although properly served as it appears from the affidavit of service, filed:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Motion and Motion Record herein is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms not defined herein shall have the meanings ascribed thereto in the Sale Agreement or the First Report, as applicable.

APPROVAL AND VESTING

3. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Real Property (including the lands and premises described in Schedule "A" hereto) to the Purchaser.
4. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule "B" hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Real Property described in the Sale Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Steele dated June 2, 2025; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; (iii) all mortgages, pledges, charges,

liens, debentures, trust deeds, assignments by way of security, security interests, conditional sales contracts or other title retention agreements or similar interests or instruments charging, or creating a security interest in, the Real Property or any part thereof or interest therein, and any agreements, options, easements, rights of way, restrictions, executions or other encumbrances (including notices or other registrations in respect of any of the foregoing) affecting title to the Real Property or any part thereof or interest therein, including but not limited to any of the foregoing which are registered on title to the Real Property following the date referred to in Schedule “C” hereto but prior to the registration in the Land Registry Office for the Land Title Division of Parry Sound (No. 42) of an Application for Vesting Order to which this Order is attached; (iv) any relevant writs of executions that may have been filed with the sheriff as against the Debtor or the Real Property, either before or after the date of this Order (all of which are, collectively with those items set out in Section 4(i), (ii), and (iii) above, referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule “D”) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Real Property are hereby expunged and discharged as against the Real Property.

5. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Title Division of Parry Sound (No. 42) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to: (a) enter the Purchaser as the owner of the Real Property in fee simple; (b) delete and expunge from title to the Real Property all of the Encumbrances listed in Schedule “C” hereto; and (c) register this Order on title to the Real Property.

6. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Real Property shall stand in the place and stead of the Real Property, and that from and after the delivery of the Receiver’s Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Real Property with the same priority as they had with respect to the Real Property immediately prior to the sale, as if the Real Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

7. **THIS COURT ORDERS** the Receiver to file with the Court a copy of the Receiver’s Certificate forthwith after delivery thereof by the Receiver to the Purchaser.

8. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applicationS for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applicationS; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

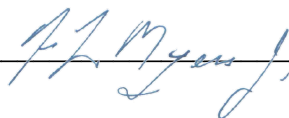
the vesting of the Real Property in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

SEALING

9. **THIS COURT ORDERS** that Confidential Appendix 1, Confidential Appendix 2, and Confidential Appendix 3 to the First Report shall be sealed, kept confidential and not form part of the public record, until Closing (as defined in the Sale Agreement) of the Transaction.

GENERAL

10. **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.



Schedule "A" - Real Property**PIN: 52209-0615 (LT)**

Legal Description:

PT LTS 7 & 8 BLK E PL 44, PT STATION GROUNDS PL 44, PT
3, 42R19599; MUNICIPALITY OF POWASSAN**PIN: 52209-0643 (LT)**

Legal Description:

PART STATION GROUNDS, PART LOT 7, BLOCK E, PLAN 44,
PART 1, PLAN 42R22331; MUNICIPALITY OF POWASSAN

Schedule “B” – Form of Receiver’s Certificate

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**RECEIVER’S CERTIFICATE
(Closing of the Transaction for 532 Main Street)**

RECITALS

A. Pursuant to an Order of the Honourable Justice Steele of the Ontario Superior Court of Justice (the “**Court**”) dated June 2, 2025, Albert Gelman Inc. was appointed as the receiver (the “**Receiver**”) of the undertaking, property and assets of Dosanjh Care Inc. (the “**Debtor**”).

B. Pursuant to an Order of the Court dated July 9, 2026 (the “**Approval and Vesting Order**”), the Court approved the agreement of purchase and sale between the Receiver and Nwaligbe Restful Health Care Inc. (the “**Purchaser**”) dated April 28, 2026, as amended by an amendment to agreement of purchase and sale dated May 12, 2026 and as further amended by amendment to agreement of purchase and sale dated May 20, 2026 (collectively, the “**Sale Agreement**”) and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Real Property (as described in Sale Agreement), which vesting is to be effective with respect to the Real

Property upon the delivery by the Receiver to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Real Property; (ii) that the conditions to Closing set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Real Property payable pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

ALBERT GELMAN INC., solely in its capacity as Court-Appointed Receiver of Dosanjh Care Inc., and not in its personal or corporate capacity and without personal or corporate liability

Per: _____

Name:

Title:

Schedule “C” – Encumbrances to be Deleted and Expunged from Title to The Real Property

Instruments on Title

Current as of June 1, 2026

1. Instrument No. GB160992 registered on January 13, 2023, being a Charge/Mortgage of Land granted by Dosanjh Care Inc. to The Toronto-Dominion Bank (“**TD Charge**”), registered against title to that portion of the Real Property comprising PIN 52209-0615 (LT).
2. Instrument No. GB160993 registered on January 13, 2023, being a Notic of Assignment of Rents-General relating to the TD Charge registered against title to that portion of the Real Property comprising PIN 52209-0615 (LT).
3. Instrument No. GB182469 registered on June 2, 2025, being an Application to Register Court Order appointing Albert Gelman Inc. as Receiver registered against title to that portion of the Real Property comprising PIN 52209-0615 (LT).

Schedule “D” – Permitted Encumbrances, Easements and Restrictive Covenants related to the Real Property

(Unaffected by the Vesting Order)

1. Any registered reservations, restrictions, rights of way, easements or covenants that run with the Lands.
2. Any registered agreements with a municipality or a supplier of utility service including, without limitation, electricity, water, sewage, gas, telephone or cable television or other telecommunication service.
3. All Applicable Laws, by-laws and regulations and all outstanding Work Orders, deficiency notices and notices of violation affecting the Lands.
4. Any minor easements for the supply of utility service to the Lands or adjacent properties.
5. Encroachments disclosed by any errors or omissions in existing surveys of the Lands or neighbouring properties and any title defect, encroachment or breach of a zoning or building by-laws or any other Applicable Law, by-laws or regulations which might be disclosed by a more up-to-date survey of the land and survey matters generally.
6. The exceptions and qualifications set forth in the *Land Titles Act* (Ontario).
7. The reservations contained in the original grant from the Crown.
8. Liens for taxes if such taxes are not due and payable.

PIN 52209-0615 (LT):

9. Instrument No. 42R7379, registered on January 20, 1982, being a Reference Plan.
10. Instrument No. 42R7546, registered on July 5, 1982, being a Reference Plan.
11. Instrument No. 42R19599, registered on February 29, 2012, being a Reference Plan.
12. Instrument No. GB160991, registered on January 13, 2023, being a Transfer/Deed of Land.

PIN 52209-0643 (LT):

13. Instrument No. 42R22331, registered on October 20, 2023, being a Reference Plan.
14. Instrument No. GB179739, registered on February 3, 2025, being a Transfer/Deed of Land.

THE TORONTO-DOMINION BANK

- and -

DOSANJH CARE INC.

Applicant

Respondent

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**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT TORONTO

**APPROVAL AND VESTING ORDER
(532 Main Street)**

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Harvey Chaiton (LSO #21592F)
Tel: (416) 218-1129
Email: harvey@chaitons.com

Danish Afroz (LSO No. 65786B)
Tel: (416) 218-1137
Email: dafroz@chaitons.com

Lawyers for the Court-appointed Receiver