

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE)	THURSDAY, THE 13TH
)	
JUSTICE PETER CAVANAGH)	DAY OF FEBRUARY, 2025

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff

- and –

**1818216 ONTARIO INC., OPERATING AS RAVI KITCHEN AND RAVI
WRAPS AND SALADS, RAVI SOUPS AND WRAPS INC., 1865994
ONTARIO INC. AND THARMINI KANDASAMY**

Defendants

APPROVAL AND VESTING ORDER

THIS MOTION, made by BDO Canada Limited in its capacity as the Court-appointed receiver and manager (the "**Receiver**" or the "**Seller**") of the undertaking, property and assets of 1818216 Ontario Inc. (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale between the Receiver and Cengiz Sofuoglu and Halil Sofuoglu dated October 28, 2024 and as amended by way of amending agreement dated November 30, 2024, and assigned by way of an assignment agreement to 16712681 Canada Inc. (the "**Purchaser**") dated February 3, 2025 (collectively the "**Sale Agreement**"), a redacted copy of which is attached as Appendix "H" to the Fourth Report of the Receiver dated January 25, 2025 (the "**Fourth Report**") and an unreacted copy attached as

Exhibit “2” to the Confidential Brief to the Fourth Report (the “**Confidential Brief**”), and Appendix A to the Supplemental Fourth Report of the Receiver dated February 3, 2025 (the “**Supplemental Fourth Report**”) and vesting in the Purchaser the Debtor’s right, title and interest in and to the real property described in the Sale Agreement (the “**Purchased Assets**”), was heard this day by videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the Fourth Report, the Confidential Brief, and the Supplemental Fourth Report and on hearing the submissions of counsel for the Receiver and such other parties as were present and listed on the Counsel Slip, and no one else appearing although properly served as evidenced by the Affidavit of Service of Adrienne Ho sworn January 28, 2025 and the Affidavit of Service of Daisy Jin sworn January 31, 2025 and February 3, 2025 filed,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the notice of motion and the motion record is hereby validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the Fourth Report.

APPROVAL OF SALE

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 Purchased Assets 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 A hereto (the “**Receiver's Certificate**”), all of the Debtor's right, title and interest in and to the Purchased Assets 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 Black dated March 6, 2024; (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, including the registrations listed on Schedule "E" hereto but only in respect of the Purchased Assets; and (iii) those Claims listed on Schedule C hereto (all of which are collectively 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 Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

5. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Toronto (No. 66) 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 enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "**Real Property**") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

6. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, 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 Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets 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 AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

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 Purchased Assets 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 CONFIDENTIAL DOCUMENTS

9. **THIS COURT ORDERS** that Confidential Brief attached to the Fourth Report shall be sealed, kept confidential, and shall not form part of the public record, but shall rather be placed separate and apart from all the other contents of the Court File in a separately sealed envelope on which is affixed a notice setting out the title of these proceedings and a statement that the contents are subject to a sealing order.

10. **THIS COURT ORDERS** that the Confidential Brief shall remain under seal until the Receiver is discharged, or upon further order of this Court.

APPROVAL OF THE RECEIVER'S FOURTH REPORT AND ACTIVITIES

11. **THIS COURT ORDERS** that the Fourth Report and the conduct and activities of the Receiver as set out therein be and are hereby approved, provided, however, that only the

Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize, in any way, such approvals.

GENERAL

12. **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.

13. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Toronto time) on the date of this Order without the need for entry or filing.

Schedule A – Form of Receiver’s Certificate

Court File No. CV-24-00714666-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff

- and –

**1818216 ONTARIO INC., OPERATING AS RAVI KITCHEN AND RAVI
WRAPS AND SALADS, RAVI SOUPS AND WRAPS INC., 1865994
ONTARIO INC. AND THARMINI KANDASAMY**

Defendants

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Black of the Ontario Superior Court of Justice (the "**Court**") dated March 6, 2024, BDO Canada Limited was appointed as the receiver and manager (the "**Receiver**") of the undertaking, property and assets of 1818216 Ontario Inc. operating as Ravi Kitchen and Ravi Wraps and Salads (the "**Debtor**").

B. Pursuant to an Order of the Court dated <*>, the Court approved an agreement of purchase and sale between the Receiver and Cengiz Sofuoglu and Halil Sofuoglu dated October 28, 2024 and as amended by way of amending agreement dated November 30, 2024, and assigned by way of an assignment agreement to 16712681 Canada Inc. (the "**Purchaser**") dated February 3, 2025 (collectively the "**Sale Agreement**"), and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets 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 Purchased Assets; (ii) that the conditions to Closing as 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 Purchased Assets payable on the Closing Date 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].

**BDO Canada Limited, in its capacity as
Receiver of the undertaking, property and
assets of 1818216 Ontario Inc., and not in its
personal, corporate or other capacity**

Per: _____

Name:

Title:

Schedule B – Real Property

Unit 101 and 102, 2855 MARKHAM ROAD, TORONTO

PIN 76799-0001 (LT)

UNIT 1, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2799 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT5511149; CITY OF TORONTO

PIN 76799-0002 (LT)

UNIT 2, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2799 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT5511149; CITY OF TORONTO

Schedule C – Claims to be deleted and expunged from title to Real Property

PIN 76799-001 (LT)

No.	Registration No.	Registration Date	Instrument Type	Parties From	Parties To
1.	AT5552812	2020/10/22	Charge	1818216 ONTARIO INC.	ROYAL BANK OF CANADA
2.	AT5853175	2021/09/08	Charge	1818216 ONTARIO INC.	Rajinder Singh Pahal
3.	AT6432851	2023/10/03	Lien	His Majesty the King in Right of Canada as Represented by the Minister of National Revenue	
4.	AT6462949	2023/11/20	Lien	His Majesty the King in Right of Canada as Represented by the Minister of National Revenue	
5.	AT6469352	2023/11/30	Condo Lien/98	Toronto Standard Condominium Corporation No. 2799	
6.	AT6528455	2024/03/08	APL COURT ORDER	Ontario Superior Court of Justice	BDO Canada Limited

PIN 76799-002 (LT)

No.	Registration No.	Registration Date	Instrument Type	Parties From	Parties To
1.	AT5552812	2020/10/22	Charge	1818216 ONTARIO INC.	ROYAL BANK OF CANADA
2.	AT5853175	2021/09/08	Charge	1818216 ONTARIO INC.	Rajinder Singh Pahal
3.	AT6469352	2023/11/30	Condo Lien/98	Toronto Standard Condominium Corporation No. 2799.	
4.	AT6516948	2024/02/21	Lien	His Majesty the King in Right of Canada as Represented by the Minister of National Revenue	
5.	AT6528455	2024/03/08	APL COURT ORDER	Ontario Superior Court of Justice	BDO Canada Limited

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

(unaffected by the Vesting Order)

1. Any reservations, restrictions, rights of way, easements or covenants that run with the land;
2. Restrictive covenants, private deed restrictions and other similar land use control agreements;
3. Any subdivision agreements, site plan control agreements, development agreements, heritage easements and agreements relating thereto, servicing agreements, utility agreements, permits, licenses, airport zoning regulations and other similar agreements with a municipality, region or private or public utilities affecting the development or use of the Real Property.
4. All laws, by-laws and regulations and all outstanding work orders, deficiency notices and notices of violation affecting the Real Property;
5. Any easements, servitudes, or rights-of-way in favour of any municipality or region, any private or public utility, any railway company or any adjoining owner;
6. Any unregistered easements, servitudes, rights-of-way or other unregistered interests or claims not disclosed by registered title in respect of the provision of utilities or other services to the Real Property, if any, or adjacent properties;
7. Any rights of expropriation, access or use or any other similar rights conferred or reserved by applicable law.
8. Encumbrances for real or immovable property taxes (which term includes charges, rates and assessments) or charges for electricity, power, gas, water and other services and utilities in connection with the Real Property that have accrued but are not yet due and owing or, if due and owing, are adjusted for on Closing.
9. Any minor title defects, irregularities, easements, servitudes, encroachments, rights-of-way or other discrepancies in title or possession relating to the Real Property which would be disclosed by an up-to-date plan of survey, real property report, certificate of location, or technical description;
10. The provisions of all applicable laws, including by-laws, regulations, ordinances and similar instruments relating to development and zoning of the Real Property.
11. Any reservation(s), limitation, exceptions, provisos and conditions contained in the original grant from Crown including, without limitation, the reservation of any royalties, mines and minerals in the Crown or in any other person.;

12. The exceptions and qualifications contained in Subsection 44(1) of the *Land Titles Act* (Ontario) except paragraphs 11 and 14.
13. Provincial succession duties and escheats or forfeiture to the Crown;
14. The rights of any person who would, but for the *Land Titles Act* (Ontario) be entitled to the Real Property or any part of it through length of adverse possession, prescription, misdescription or boundaries settled by convention;
15. Undetermined or inchoate liens incidental to construction, renovations or current operations, a claim for which shall not at the time have been registered against Property or of which notice in writing shall not at the time have been given to the Seller pursuant to the *Construction Act* (Ontario) or similar legislation.
16. Any reference plans, plans of condominium or plans registered pursuant to the *Boundaries Act* (Ontario).
17. Any unregistered interests in the Real Property of which the Purchaser has actual notice.
18. Permits, licenses, agreements, servitudes, easements, (including, without limitation, heritage easements and agreements relating thereto), restrictions, restrictive covenants, options, rights-of-way, public ways, rights in the nature of an easement or servitude and other similar rights in land granted to or reserved by other persons (including, without in any way limiting the generality of the foregoing, permits, licenses, agreements, easements, rights-of-way, sidewalks, public ways, and rights in the nature of easements or servitudes for sewers, drains, steam, gas and water mains or electric light and power or telephone and telegraph conduits, poles, wires and cables) (other than those described in items 5 and 6 of this Schedule) which do not materially impair the current use, operation or marketability of the Real Property.
19. All instruments which are registered against title to Real Property: (i) as of the date that is one (1) Business Days prior to the date of execution of the Sale Agreement, including the Specific Encumbrances listed below; or (ii) otherwise agreed to by the Purchaser; or (iii) permitted by this schedule.

SPECIFIC ENCUMBRANCES

1. Instrument No. C345466 being a Notice Agreement with The Corporation of the City of Scarborough
2. Instrument No. C345470 being a transfer easement with the Public Utilities Commission of the City of Scarborough
3. Instrument No. C471431 being a notice agreement with The Corporation of the City of Scarborough

4. Instrument No. AT4170494 being a notice from City of Toronto to 2332881 Ontario Inc.
5. Instrument No. AT4288837 being a transfer easement from 2332881 Ontario Inc. to Enbridge Gas Distribution Inc.
6. Instrument No. AT4439523 being a Notice from 2332881 Ontario Inc.
7. Instrument No. AT4657403 being a Notice from City of Toronto to Engenius Development M&M Inc.
8. Instrument No. TCP2799 being a Standard Condo Plan
9. Instrument No. AT5511149 being a Condo Declaration
10. Instrument No. AT5548761 being a Condo Bylaw
11. Instrument No. AT5548762 being a Condo Bylaw
12. Instrument No. AT5548763 being a Condo Bylaw
13. Instrument No AT5548764 being a Condo Bylaw

Schedule “E” – PPSA Registrations to be Released but only in respect of the Purchased Assets

Date of Registration	Secured party	File Number	Registration Number	Expiry Date
March 4, 2020	Royal Bank of Canada	760608387	20200304 1034 1529 1249	Mar. 4, 2025
Feb. 8, 2019	Royal Bank of Canada	748212237	20190208 1044 1529 6776 As renewed by 20240124 1302 1532 1251	Feb. 8, 2029

ROYAL BANK OF CANADA

- and -

1818216 ONTARIO INC. et al.

Defendants

Court File No. CV-24-00714666-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

APPROVAL AND VESTING ORDER

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