



No. S-241456
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE RECEIVERSHIP OF

MAHINDRA JEWELLERS LTD., SURREY GOLD JEWELLERS LTD., 786SD ESTATE LTD., MG 786 ENTERPRISES LTD., 1237647 B.C. LTD., 1257271 B.C. LTD., HEERA JEWELLERS INC., P. SONA JEWELLERS INC. and RCJ JEWELLERS INC.

**ORDER MADE AFTER APPLICATION
AMENDED AND RESTATED VESTING ORDER**

BEFORE) THE HONOURABLE)
) JUSTICE) MARCH 10, 2026
) *LeBlanc*)

ON THE APPLICATION of BDO Canada Limited, in its capacity as court-appointed receiver over all the assets, undertakings and property of Mahindra Jewellers Ltd., Surrey Gold Jewellers Ltd., 1237647 B.C. Ltd., 1257271 B.C. Ltd., Heera Jewellers Inc., P. Sona Jewellers Inc. and RCJ Jewellers Inc. (in such capacity, the "Receiver"), coming on for hearing WITHOUT NOTICE at Vancouver, British Columbia, on the **10th day of March, 2026**; AND ON HEARING Liam Byrne, articling student for the Receiver, and those other counsel listed on Schedule "A" hereto;

THIS COURT ORDERS AND DECLARES THAT:

1. The sale transaction (the "**Transaction**") contemplated by the contract of purchase and sale dated January 22, 2026 (the "**Contract**"), a copy of which is attached hereto as Schedule "B", is hereby approved, and the Contract is commercially reasonable. The execution of the Contract by the Receiver is hereby authorized and approved, and 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 to the Purchaser of the assets described in the Contract (the "**Purchased Assets**").
2. Upon delivery by the Receiver to the Purchaser of a certificate substantially in the form attached hereto as Schedule "C" (the "**Receiver's Certificate**"), all of the right, title and interest of the Respondents in and to the Purchased Assets described in the Contract shall vest absolutely in the Purchaser in fee simple, 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 this Court dated March 4, 2025; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system; and those Claims listed on **Schedule "D"** 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 "E"** hereto), 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.

3. Upon presentation for registration in the Land Title Office for the Land Title District of New Westminster of a certified copy of this Order, together with a letter from Dentons Canada LLP, solicitors for the Receiver, authorizing registration of this Order, the British Columbia Registrar of Land Titles is hereby directed to:

- (a) enter the Purchaser as the owner of the Lands, as identified in **Schedule "F"** hereto, together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights,
- (b) easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of the Lands, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of the Purchaser in and to the Lands is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of the Purchaser as aforesaid; and
- (c) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Lands all of the registered Encumbrances except for those listed in **Schedule "E"**.

4. 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 from and after the delivery of the Receiver's Certificate all Claims 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 had possession or control immediately prior to the sale.

5. The Receiver is to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof.

6. All persons claiming possession of the Lands, or any portion thereof, shall deliver vacant possession of the Lands to the Purchaser, or their agents, successors or assigns, on the Possession Date, as defined in the Contract (herein, the "Possession Date").

7. If any person fails to deliver vacant possession of the Lands to the Purchaser at the Possession Date, then the Receiver shall be at liberty to apply to the Registrar for a Writ of Possession, under R. 13-2(13) and without further Order of the Court.

8. The net sale proceeds after adjustments shall be paid to Dentons Canada LLP, in trust, or otherwise in accordance with the written direction of Dentons Canada LLP, and then disbursed in accordance with the following priorities without further Order:

- (a) first, payment of water and sewer rates, property taxes, arrears of property taxes, interest and penalties on arrears of property taxes, owing in respect of the Lands;
- (b) second, payment of real estate commission in an amount not exceeding 2.5% of purchase price, plus applicable taxes thereon; and
- (c) third, the balance to the Receiver, in trust, pending further order of the Court.

9. The Receiver, with the consent of the Purchaser, shall be at liberty to extend or shorten the Closing Date to such other date as those parties may agree without the necessity of a further Order of this Court.

10. Notwithstanding:

- (a) these proceedings;
- (b) any applications for a bankruptcy order in respect of the Debtors now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made by or in respect of the Debtors,

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 Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* 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.

11. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, 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.

12. The Receiver or any other party have liberty to apply for such further and other direction as may be necessary to carry out the full purport and effect of this Order.

13. Endorsement of this Order by counsel appearing on this application other than counsel for the Receiver is dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of Liam Byrne
Articling Student for the Receiver

By the Court



Registrar



SCHEDULE "A"
LIST OF COUNSEL

Name	Appearing for

SCHEDULE "B"
CONTRACT OF PURCHASE AND SALE

INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE COMMERCIAL REAL ESTATE

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.
2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
3. **COMPLETION:** (Sections 6.1 and 17) Unless the parties are prepared to meet at the Land Title Office and exchange title documents for the purchase price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
 - (a) The buyer pays the purchase price or down payment in trust to the buyer's lawyer or notary (who should advise the buyer of the exact amount required) several days before the completion date and the buyer signs the documents.
 - (b) The buyer's lawyer or notary prepares the documents and forwards them for signature to the seller's lawyer or notary who returns the documents to the buyer's lawyer or notary.
 - (c) The buyer's lawyer or notary then attends to the deposit of the signed title documents (and any mortgages) at the appropriate Land Title Office.
 - (d) The buyer's lawyer or notary releases the sale proceeds at the buyer's lawyer's or notary's office.Since the seller is entitled to the seller's proceeds on the completion date, and since the sequence described above takes a day or more, it is strongly recommended that the buyer deposits the money and the signed documents AT LEAST TWO DAYS before the completion date, or at the request of the conveyancer, and that the seller delivers the signed transfer documents no later than the morning of the day before the completion date.
While it is possible to have a Saturday or Sunday completion date using the Land Title Office's electronic filing system, parties are strongly encouraged NOT to schedule a Saturday or Sunday completion date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays or Sundays; lenders will generally not fund new mortgages on Saturdays or Sundays; lenders with existing mortgages may not accept payouts on Saturdays or Sundays; and other offices necessary as part of the closing process may not be open.
4. **POSSESSION:** (Sections 7.1 and 18) The buyer should make arrangements through the REALTORS® for obtaining possession. The seller will not generally let the buyer move in before the seller has received the sale proceeds. Where residential tenants are involved, buyers and sellers should consult the *Residential Tenancy Act*.
5. **ADJUSTMENT:** (Sections 8.1 and 19) The buyer and seller should consider any additional adjustments that are necessary given the nature of the property, how any costs are payable by tenants, and whether the seller holds any of the tenant's funds with respect to such costs.
6. **TITLE:** (Section 22) It is up to the buyer to satisfy themselves with matters of zoning, building, or use restrictions, toxic or environmental hazards, encroachments on or by the property, and any encumbrances which are staying on title before becoming legally bound. It is up to the seller to specify in the contract if there are any encumbrances, other than those listed in Section 22 and Schedule 22, which are staying on title before becoming legally bound. If the buyer is taking out a mortgage, they should make sure that title, zoning, and building restrictions are all acceptable to their mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If the seller is allowing the buyer to assume their mortgage, they may still be responsible for payment of the mortgage, unless arrangements are made with their mortgage company.

INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE
COMMERCIAL REAL ESTATE (continued)

7. **CUSTOMARY COSTS:** (Section 31) In particular circumstances, there may be additional costs, but the following costs are applicable in most circumstances:

Costs to be Borne by the Seller

- Lawyer or notary fees and expenses:
 - attending to execution documents.
- Costs of clearing title, including:
 - discharge fees charged by encumbrance holders, and
 - prepayment penalties.
- Real Estate Commission (plus GST).
- Goods and Services Tax (if applicable).

Costs to be Borne by the Buyer

- Lawyer or notary fees and expenses:
 - searching title,
 - investigating title, and
 - drafting documents. *ASK*
- Land Title Registration fees.
- Survey Certificate (if required).
- Costs of Mortgage, including:
 - mortgage company's lawyer / notary, and
 - appraisal (if applicable).
- Land Title Registration fees.
- Fire Insurance Premium.
- Sales Tax (if applicable).
- Property Transfer Tax.
- Goods and Services Tax (if applicable).

In addition to the above costs, there may be financial adjustments between the seller and buyer pursuant to Section 19.

- 8. **RISK:** (Section 32) The buyer should arrange for insurance to be effective as of 12:01 am on the completion date. The seller should maintain the seller's insurance in effect until the later of the date the seller receives the proceeds of sale, or the date the seller vacates the property.
- 9. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold commercial real estate. If your transaction involves: a building under construction, an operating business with or without employees being hired, a sale and purchase of shares in the ownership of the property, the purchase of a leasehold interest, and / or other special circumstances, additional provisions not contained in this form may be needed, and professional advice should be obtained.



THE CANADIAN BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE

MLS® NO: C8071471

DATE: January 22 2026

PART 1 - INFORMATION SUMMARY

1. Prepared By			
1.1	Name of Brokerage Xp Realty of Canada, Inc.		
1.2	Brokerage Address 115 - 7565 132 Street	Surrey	BC V3W1K5 Phone No. (604) 855-0800
1.3	REALTOR®'s Name Sunny Ahuja		
1.4	Personal Real Estate Corporation Sunny Ahuja Personal Real Estate Corporation		
1.5	REALTOR®'s Email Address sunny@oraclepropertygroup.com	Fax No. (604) 855-0833	
1.6	Brokerage Phone No. (833) 817-6506	Fax No. (866) 253-9200	
2. Parties to the Contract			
2.1	Seller BDO Canada Limited as Receiver of the assets	(b) ASK	BDO Canada Limited, as Receiver of the assets, undertakings and property of 1257271 B.C. Ltd.
	Seller _____		
	Seller _____		
2.2	Seller's Address		
2.3	Seller's Phone No.	Fax No.	
2.4	Seller's Email Address		
2.5	Seller's Incorporation No.	2.6	Seller's GST No.
2.7	Buyer 1564740 B.C. Ltd		
	Buyer _____		
	Buyer _____		
2.8	Buyer's Address 2711	Eagle Peak Drive	Abbotsford BC V3G 0C8
2.9	Buyer's Phone No.	Fax No.	
2.10	Buyer's Email Address		
2.11	Buyer's Incorporation No. BC1564740	2.12	Buyer's GST No.
3. Property			
3.1	Civic Address of Property	2548 Clearbrook Road	Abbotsford BC V2T 2Y4
3.2	Legal Description of Property LOT 240, PLAN NWP54324, SECTION 20, TOWNSHIP 16, NEW WESTMINSTER LAND DISTRICT		
	PID	005-237-211	

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

4. Purchase Price	\$4,635,000.00	Section
4.1		14
Four Million Six Hundred Thirty-Five Thousand	Dollars	
5. Deposit		
5.1 Deposit to be provided by the following date:		15
<input checked="" type="checkbox"/> within 48 hours of acceptance of offer or counter-offer		
<input type="checkbox"/> date _____		
<input type="checkbox"/> other _____		
5.2 Amount of Deposit \$250,000.00	Two Hundred Fifty Thousand	15
5.3 Deposit to be paid in trust to EXP Realty in Trust the Receiver	<input checked="" type="checkbox"/> ASK	15
6. Completion Date		
6.1 Completion Date 30 days after court approval		17
7. Possession Date		
7.1 Possession Date day after completion		18
7.2 Vacant Possession <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	7.3 All Existing Tenancies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	18
8. Adjustment Date		
8.1 Adjustment Date day after completion		19
9. Viewing Date		
9.1 Viewing Date December 10 2025 January 19, 2026	<input checked="" type="checkbox"/> ASK	21
10. Agency Disclosure		
10.1 Seller's Designated Agent	REALTOR® <u>Bill Randall PREC*</u>	38A
	REALTOR® <u>Nonie Marler</u>	
	Brokerage <u>Colliers</u>	
10.2 Buyer's Designated Agent	REALTOR® <u>Sunny Ahuja PREC*</u>	38B
	REALTOR® _____	
	Brokerage <u>EXP Realty</u>	
10.3 Limited Dual Agency Designated Agent	REALTOR® _____	38C
	REALTOR® _____	
	Brokerage _____	
10.4 Date of Limited Dual Agency Agreement		38C

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BUYER'S INITIALS

SELLER'S INITIALS

PROPERTY ADDRESS

11. Acceptance	<u>lb</u> 29 ASK			
11.1 Offer Open Until Date	January 23 2026	Time 5:00	p.m.	44
12. Schedules				
15 Deposit	Attached	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	15
16A Buyer's Conditions	Attached	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	16
16B Seller's Conditions	Attached	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	16
18 Accepted Tenancies	Attached	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	18
20A Additional Included Items	Attached	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	20
20B Excluded Items	Attached	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	20
22 Additional Permitted Encumbrances	Attached	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	22
23 Additional Seller's Warranties and Representations	Attached	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>lb</u> ASK 23
24 Additional Buyer's Warranties and Representations	Attached	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	24
40 Additional Terms	Attached	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	40

PART 2 – TERMS

- 13. **INFORMATION SUMMARY:** The Information Summary being Part 1 to this Contract of Purchase and Sale for Commercial Real Estate, and the Schedules attached to this Contract of Purchase and Sale for Commercial Real Estate, form an integral part of this offer. The seller and buyer acknowledge that they have read all of Part 1 and Part 2 and the Schedules to this Contract of Purchase and Sale for Commercial Real Estate.
- 14. **PURCHASE PRICE:** The purchase price of the property will be the amount set out in Section 4.1 (the "Purchase Price").
- 15. **DEPOSIT:** A deposit in the amount set out in Section 5.2, which will form part of the Purchase Price, will be paid in accordance with Section 26 except as otherwise set out in Schedule 15 and on the terms set out in Schedule 15. All monies paid pursuant to this Section (the "Deposit") will be delivered in trust to the party identified in Section 5.3 and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the buyer fails to pay the Deposit as required by this contract, the seller may, at the seller's option, terminate this contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the buyer's or seller's conveyancer (the "Conveyancer") without further written direction of the buyer or seller, provided that: (a) the Conveyancer is a lawyer or notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into court.
- 16. **CONDITIONS:** The obligations of the buyer described in this contract are subject to the satisfaction or waiver of the conditions precedent set out in Schedule 16A, if any (the "Buyer's Conditions"). The Buyer's Conditions are inserted for the sole benefit of the buyer. The satisfaction or waiver of the Buyer's Conditions will be determined by the sole discretion of the buyer, and the buyer agrees to use reasonable efforts to satisfy the Buyer's Conditions. The Buyer's Conditions may only be satisfied or waived by the buyer giving written notice (the "Buyer's Notice")

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

to the seller on or before the time and date specified for each condition. Unless each Buyer's Condition is waived or declared fulfilled by delivery of the Buyer's Notice to the seller on or before the time and date specified for each condition, this contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

The obligations of the seller described in this contract are subject to the satisfaction or waiver of the conditions precedent set out in Schedule 16B, if any (the "Seller's Conditions"). The Seller's Conditions are inserted for the sole benefit of the seller. The satisfaction or waiver of the Seller's Conditions will be determined by the sole discretion of the seller, and the seller agrees to use reasonable efforts to satisfy the Seller's Conditions. These conditions may only be satisfied or waived by the seller giving written notice (the "Seller's Notice") to the buyer on or before the time and date specified for each condition. Unless each Seller's Condition is waived or declared fulfilled by delivery of the Seller's Notice to the buyer on or before the time and date specified for each condition, this contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

- 17. **COMPLETION:** The sale will be completed on the date specified in Section 6.1 (the "Completion Date") at the appropriate Land Title Office.
- 18. **POSSESSION:** The buyer will have possession of the property at the time and on the date specified in Section 7.1 (the "Possession Date") with vacant possession if so indicated in Section 7.2, or subject to all existing tenancies if so indicated in Section 7.3; or subject to the specified tenancies set out in Schedule 18, if so indicated in Section 12 (if Section 7.3 or 12 is selected, such tenancies shall be the "Accepted Tenancies").
- 19. **ADJUSTMENTS:** The buyer will assume and pay all taxes, rates, local improvement assessments, fuel, utilities, insurance, rents, tenant deposits, including interest and prepaid rents, and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of the date specified in Section 8.1 (the "Adjustment Date").
- 20. **INCLUDED ITEMS:** The Purchase Price includes the Accepted Tenancies, any buildings, improvements, fixtures, appurtenances and attachments thereto, and all security systems, security bars, blinds, awnings, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures, and all appurtenances and attachments thereto as viewed by the buyer at the date of inspection, together with those items set out in Schedule 20A but excluding those items set out in Schedule 20B.
- 21. **VIEWED:** The property and all included items will be in substantially the same condition on the Possession Date as when viewed by the buyer on the date specified in Section 9.1.
- 22. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions, exceptions, and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, the Accepted Tenancies and any additional permitted encumbrances set out in Schedule 22.
- 23. **ADDITIONAL SELLER'S WARRANTIES AND REPRESENTATIONS:** In addition to the representations and warranties set out in this contract, the seller makes the additional representations and warranties set out in Schedule 23 to the buyer.
- 24. **ADDITIONAL BUYER'S WARRANTIES AND REPRESENTATIONS:** In addition to the representations and warranties set out in this contract, the buyer makes the additional representations and warranties set out in Schedule 24 to the seller.

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

- 25. **GST:** In addition to the purchase price, the applicable Goods and Services Tax (the "GST") imposed under the *Excise Tax Act* (Canada) (the "Act") will be paid by the buyer. On or before the Completion Date, the buyer may confirm to the seller's lawyer or notary that it is registered for the purposes of Part IX of the Act and will provide its registration number. If the buyer does not confirm that it is a registrant under Part IX of the Act on or before the Completion Date, then the buyer will pay the applicable GST to the seller on the Completion Date; the seller will then remit the GST as required by the Act. All taxes payable pursuant to the *Provincial Sales Tax Act* arising out of the purchase of the property will be paid by the buyer, and evidence of such payment will be provided to the Seller.
- 26. **TENDER:** Tender or payment of monies by the buyer to the seller will be by bank draft, wire transfer, certified cheque, or lawyer's / notary's or real estate brokerage's trust cheque.
- 27. **DOCUMENTS:** All documents required to give effect to this contract will be delivered in registerable form where necessary and will be lodged for registration at the appropriate Land Title Office by 4:00 pm on the Completion Date.
- 27A. **SELLER'S PARTICULARS AND RESIDENCY:** The seller shall deliver to the buyer on or before the Completion Date a statutory declaration of the seller containing: (A) particulars regarding the seller that are required to be included in the buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this contract (and the seller hereby consents to the buyer inserting such particulars on such return); and (B) if the seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the buyer shall be entitled to hold back from the Purchase Price the amount provided for under Section 116 of the *Income Tax Act*.
- 28. **TIME:** Time will be of the essence hereof, and unless the balance of the payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the Completion Date, the seller may, at the seller's option, terminate this contract, and in such event, the amount paid by the buyer will be non-refundable and absolutely forfeited to the seller, subject to the provisions of Section 28 of the *Real Estate Services Act*, on account of damages, without prejudice to the seller's other remedies.
- 29. **BUYER FINANCING:** If the buyer is relying upon a new mortgage to finance the Purchase Price, the buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the seller until after the transfer and new mortgage documents have been lodged for registration at the appropriate Land Title Office, but only if, before such lodging, the buyer has: (a) made available for tender to the seller that portion of the Purchase Price not secured by the new mortgage; (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration; and (c) made available to the seller a lawyer's or notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
- 30. **CLEARING TITLE:** If the seller has existing financial charges to be cleared from title, the seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the seller agrees that payment of the Purchase Price shall be made by the buyer's lawyer or notary to the seller's lawyer or notary on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the seller.
- 31. **COSTS:** The buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the seller will bear all costs of clearing title.

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SELLER'S INITIALS

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- 32. **RISK:** All buildings on the property and all other items included in the purchase and sale will be, and remain, at the risk of the seller until 12:01 am on the Completion Date. After that time, the property and all included items will be at the risk of the buyer. If loss or damage to the property occurs before the seller is paid the Purchase Price, then any insurance proceeds shall be held in trust for the buyer and seller according to their interests in the property.
- 33. **GOVERNING LAW:** This contract will be governed by the laws of the Province of British Columbia. The parties submit to the exclusive jurisdiction of the courts in the Province of British Columbia regarding any dispute that may arise out of this transaction.
- 34. **CONFIDENTIALITY:** Unless the transaction contemplated by this contract is completed, the buyer and seller will keep all negotiations regarding the property confidential, and the buyer will not disclose to any third party the contents or effect of any documents, materials, or information provided pursuant to or obtained in relation to this contract without the prior written consent of the seller, except that each of the buyer and seller may disclose the same to its employees, inspectors, lenders, agents, advisors, consultants, potential investors, and such other persons as may reasonably be required, and except that the buyer and seller may disclose the same as required by law or in connection with any regulatory disclosure requirements which must be satisfied in connection with the proposed sale and purchase of the property.
- 35. **PLURAL:** In this contract, any reference to a party includes that party's heirs, executors, administrators, successors, and assigns; singular includes plural, and masculine includes feminine.
- 36. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises, or agreements other than those set out in this contract and any attached Schedules. All of the warranties contained in this contract and any attached Schedules are made as of and will be true on the Completion Date, unless otherwise agreed in writing.
- 37. **PERSONAL INFORMATION:** The buyer and seller hereby consent to the collection, use, and disclosure by the brokerages and by the managing broker(s), associate broker(s), and representative(s) of those brokerages (collectively the "REALTOR[S]™") described in Section 38, the real estate boards or associations of which those brokerages and REALTOR(S)™ are members and, if the property is listed on a Multiple Listing Service®, the real estate board or association that operates that Multiple Listing Service®, of personal information about the buyer and seller:
 - A. for all purposes consistent with the transaction contemplated herein;
 - B. if the property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention, and publication by the real estate board or association that operates the Multiple Listing Service® and other real estate boards or associations of any statistics, including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board or association and other real estate boards or associations;
 - C. for enforcing codes of professional conduct and ethics for members of real estate boards or associations; and
 - D. for the purposes (and to the recipients) described in British Columbia Real Estate Association's Privacy Notice and Consent form.

The personal information provided by the buyer and seller may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.

- 38. **AGENCY DISCLOSURE:** The seller and buyer acknowledge and confirm as follows (initial appropriate box[es] and complete details as applicable):

ASK		
-----	--	--

BUYER'S INITIALS

	(b)	
--	-----	--

SELLER'S INITIALS

PROPERTY ADDRESS

Initials box containing 'LB' and 'INITIALS' label

A. The seller acknowledges having received, read, and understood the BC Financial Services Authority (BCFSA) form entitled Disclosure of Representation in Trading Services and hereby confirms that the seller has an agency relationship with the designated agent(s) / REALTOR(S)® specified in Section 10.1 who is / are licensed in relation to the brokerage specified in Section 10.1.

Initials box containing 'ASK' and 'INITIALS' label

B. The buyer acknowledges having received, read, and understood the BCFSA form entitled Disclosure of Representation in Trading Services and hereby confirms that the buyer has an agency relationship with the designated agent(s) / REALTOR(S)® specified in Section 10.2 who is / are licensed in relation to the brokerage specified in Section 10.2.

Empty initials box and 'INITIALS' label

C. The seller and buyer each acknowledge having received, read, and understood the BCFSA form entitled Disclosure of Risks Associated with Dual Agency and hereby confirm that they each consent to a dual agency relationship with the designated agent(s) / REALTOR(S)® specified in Section 10.3 who is / are licensed in relation to the brokerage specified in Section 10.3, having signed a dual agency agreement with such designated agent(s) / REALTOR(S)® dated the date set out in Section 10.4.

Empty initials box and 'INITIALS' label

D. If only Section 38A has been completed, the buyer acknowledges having received, read, and understood the BCFSA form Disclosure of Risks to Unrepresented Parties from the seller's agent listed in Section 38A and hereby confirms that the buyer has no agency relationship.

Empty initials box and 'INITIALS' label

E. If only Section 38B has been completed, the seller acknowledges having received, read, and understood the BCFSA form Disclosure of Risks to Unrepresented Parties from the buyer's agent listed in Section 38B and hereby confirms that the seller has no agency relationship.

39. ASSIGNMENT OF REMUNERATION: The buyer and seller agree that the seller's authorization and instruction set out in Section 45(c) below is a confirmation of the equitable assignment by the seller in the listing contract and is notice of the equitable assignment to anyone acting on behalf of the buyer or seller.

39A. RESTRICTION ON ASSIGNMENT OF CONTRACT: The buyer and seller agree that this contract: (a) must not be assigned without the written consent of the seller, and (b) the seller is entitled to any profit resulting from an assignment of the contract by the buyer or any subsequent assignee.

40. ADDITIONAL TERMS: The additional terms set out in Schedule 40 are hereby incorporated into and form a part of this contract.

41. ACCEPTANCE IRREVOCABLE:

Initials box containing 'ASK' and 'BUYER'S INITIALS' label



The seller and buyer specifically confirm that this Contract of Purchase and Sale, whether executed and sealed by hand or by digital or electronic signature and seal, or otherwise, is hereby executed under seal, which is evidenced by each of the buyer and seller making the deliberate, intentional, and conscious act of inserting their initials (whether by hand or electronically) in the appropriate space provided beside this Section 41. The parties intend that the act of inserting their initials as set out above is to have the same effect as if this Contract of Purchase and Sale had been physically sealed by wax, stamp, embossing, sticker, or any other manner. It is agreed and understood that, without limiting the foregoing, the seller's acceptance is irrevocable, including without limitation during the period prior to the date specified for the buyer to either:

Initials box containing 'LB' and 'SELLER'S INITIALS' label




- A. fulfil or waive the terms and conditions herein contained; and / or
B. exercise any option(s) herein contained.

Large initials box containing 'ASK' and 'BUYER'S INITIALS' label


Large initials box containing 'LB' and 'SELLER'S INITIALS' label

PROPERTY ADDRESS

- 42. **COUNTERPARTS:** The parties agree that this Contract of Purchase and Sale and any amendments or attachments thereto may be executed in counterparts by the parties and delivered originally or by facsimile, email, or other means of electronic transmission. Each such counterpart, when so executed and delivered, is deemed to be an original, and all such counterparts of a relevant document taken together shall constitute one and the same relevant document as though the signatures of all the parties were upon the same document.
- 43. **THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.**
- 44. **OFFER:** This offer, or counter-offer, will be open for acceptance until the time and date specified in Section 11.1 (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.


Abid Saeed Khattak 
 BUYER
1564740 BC LTD
 PRINT NAME

 WITNESS

_____ 
 BUYER

 PRINT NAME

 WITNESS

_____ 
 BUYER

 PRINT NAME

 WITNESS

- 45. **ACCEPTANCE:** The seller:
 - A. hereby accepts the above offer, or counter-offer, and agrees to complete the sale upon the terms and conditions set out above;
 - B. agrees to pay a commission as per the listing contract; and
 - C. authorizes and instructs the buyer and anyone acting on behalf of the buyer or seller to pay the commission out of the cash proceeds of sale and forward copies of the seller's statement of adjustments to the cooperating brokerage / listing brokerage, as requested forthwith after completion.


The seller declares their residency as defined under the *Income Tax Act*:


RESIDENT OF CANADA


<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cb		
INITIALS		

NON-RESIDENT OF CANADA


<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
INITIALS		

DocuSigned by:
Chris Bowra 
 75625F74567B40E...
 SELLER

_____ 
 SELLER


_____ 
 SELLER

ASX BDO Canada Limited as Receiver of the assets
 PRINT NAME
BDO Canada Limited, as receiver of
the assets, undertakings and
property of 1257271 B.C. Ltd.
 WITNESS

_____ 
 SELLER

 PRINT NAME

 WITNESS

_____ 
 SELLER

 PRINT NAME

 WITNESS

- 46. **FINAL ACCEPTANCE DATE:** The buyer and seller agree that the final acceptance date of the offer, or counter-offer, as applicable, contained in this contract is January 28, 2026 (the "Final Acceptance Date") being the date that the last party executed and delivered this contract, and such party, or their REALTOR®, is authorized and directed to insert such date in this Section 46.

*PREC represents Personal Real Estate Corporation

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and / or the quality of services they provide (MLS®).

BC 2053 REV. DEC 2025

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CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE SCHEDULE

MLS® NO: C8071471

DATE: January 22 2026

RE: ADDRESS: 2548 Clearbrook Road Abbotsford BC V2T 2Y4

LOT 240, PLAN NWP54324, SECTION 20, TOWNSHIP 16, NEW WESTMINSTER LAND DISTRICT

LEGAL DESCRIPTION

PID: 005-237-211

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED January 22 2026

MADE BETWEEN 1564740 B.C. Ltd AS BUYER(S), AND

BDO Canada Limited as Receiver of the assets AS SELLER(S) AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

The buyer has been advise to obtain professional tax advise regarding the buyers GST liability arising from, and any GST exemptions or rebates applicable to, the buyer purchase of the property.

The Seller shall allow the Buyers to have access to the property on the minimum of 3 occasion before subject removal. The buyers shall provide to the seller or representative at least 24 hours notice.

^{ASX} ^{CB} ~~To the best of the Seller's knowledge, the Property and Building are not subject to any outstanding work order or notice of defect or non compliance from any federal, provincial, civic or municipal board or official or like authority.~~

^{ASX} ^{CB} ~~The Seller represents and warrants that, during the time the Seller has owned the property, the property and the buildings and structures thereon have not been used for the growth of marijuana or manufacture of any illegal substances. This warranty shall survive and not merge on the completion of this transaction. Further, the Seller represents that, to the best of the Seller's knowledge and belief, the property and the buildings and structures thereon have never been used for the growth of marijuana or manufacture of illegal substances.~~

^{ASX} ^{CB} ~~The Buyer reserves the right to assign this contract in whole or in part to any family member and or a corporation without further notice to the Seller; said assignment not to relieve the Buyer from his or her obligation to complete the terms and conditions of this contract should the assignee default.~~

Abid Saeed Khattak

BUYER

1564740 BC LTD

PRINT NAME

BUYER

PRINT NAME

BUYER

PRINT NAME

WITNESS

^{ASX} ^{CB} ~~DocuSigned by:
Chris Boura~~

SELLER

WITNESS

SELLER

WITNESS

SELLER

^{ASX} ^{CB} ~~BDO Canada Limited as Receiver of the assets~~
PRINT NAME BDO Canada Limited, as Receiver of the
assets, undertakings and property of
1257271 B.C. Ltd.

WITNESS

PRINT NAME

WITNESS

PRINT NAME

WITNESS



CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE SCHEDULE

MLS® NO: C8071471

DATE: January 22 2026

RE: ADDRESS: 2548 Clearbrook Road Abbotsford BC V2T 2Y4

LOT 240, PLAN NWP54324, SECTION 20, TOWNSHIP 16, NEW WESTMINSTER LAND DISTRICT

LEGAL DESCRIPTION

PID: 005-237-211

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED January 22 2026

MADE BETWEEN 1564740 B.C. Ltd AS BUYER(S), AND

BDO Canada Limited as Receiver of the assets AS SELLER(S) AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

Both the Buyer and Seller understand and acknowledge that the realtors and brokerages providing agency service to the buyer and the seller do not provide legal or other expert advice in matters beyond the common standard of care in the Real Estate industry. The parties shall seek independent professional advice prior to executing this Contract of Purchase and Sale.

The Buyer acknowledges that the Property is being sold on an "as is, where is" basis, subject to the terms of this Addendum and any Schedule "A" required by the Seller.

~~The Seller confirms that it has undertaken, or is in the process of undertaking, remediation relating to a prior roof leak affecting the Property. The Seller agrees that, prior to Completion, it shall complete remediation and restoration work to ensure that:~~

- ~~a) all damaged materials resulting from the roof leak have been removed;~~
- ~~b) the roof has been repaired so as to prevent any ongoing or active water ingress; and~~ (b) ASK
- ~~c) the affected areas of the Property are left in a clean, dry, and structurally sound condition.~~

The Buyer acknowledges and agrees that the Seller shall not be required to replace flooring, drywall, or other cosmetic finishes as part of the remediation or restoration work. ~~The Seller will provide the possession of the Property in a clean and tidy condition on the day of possession, free from all Seller's personal belongings and debris, if any (including construction material/leftovers and tools). This provision shall survive Completion.~~ (b) ASK

Abid Saeed Khattak SEAL
BUYER

1564740 BC LTD
PRINT NAME

WITNESS Designated by:
(Chris Boura) SEAL

SELLER
~~BDO Canada Limited as Receiver of the assets~~

^(b) PRINT NAME BDO Canada Limited, as Receiver of the assets,

ASK Ltd.
WITNESS

BUYER SEAL

PRINT NAME

WITNESS SEAL

SELLER

PRINT NAME

WITNESS

BUYER SEAL

PRINT NAME

WITNESS SEAL

SELLER

PRINT NAME

WITNESS

SCHEDULE "A"
(Court Approved Sale)

DATE: January 22, 2026

CONTRACT OF PURCHASE AND SALE RE Parcel Identifier: 005-237-211 LOT 240 SECTION 20 TOWNSHIP 16 NEW WESTMINSTER DISTRICT PLAN 54324 (the "Property")

The following terms replace, modify and where applicable override the terms of the Contract of Purchase and Sale, including any addenda and/or amendments thereto (collectively, the "Contract of Purchase and Sale"). Where a conflict arises between the terms of this Schedule and the Contract of Purchase and Sale, the terms of this Schedule shall apply and govern. Notwithstanding any term or condition of the Contract of Purchase and Sale, the parties hereto agree as follows:

1. All references to Vendor/Seller in the Contract of Purchase and Sale and in this Schedule mean BDO Canada Limited, as Court appointed Receiver of Mahindra Jewellers Ltd., Surrey Gold Jewellers Ltd., 1237647 B.C. Ltd., 1257271 B.C. Ltd., Heera Jewellers Inc., P. Sona Jewellers Inc. and RCJ Jewellers Inc. (the "Receiver"), and not in its personal capacity, pursuant to the Receivership Order made March 4, 2025 in The Supreme Court of British Columbia (the "Court"), Vancouver Registry No. S241456.
2. The Receiver is not contractually or otherwise liable to any party in any way under the Contract of Purchase and Sale and shall not be under any obligation to advocate for the Court's acceptance of the Contract of Purchase and Sale. The only obligation of the Receiver will be to facilitate the completion of a sale once all conditions have been met and complied with, including Court approval and the expiry of any appeal period, subject to the Receiver's discretion.
3. The Buyer accepts the Property "as is, where is" and agrees to save the Receiver harmless from all claims resulting from or relating to the age, fitness, condition, zoning, lawful use, environmental condition or circumstances and location of the Property, and agrees to accept the Property subject to any outstanding work orders or notices or infractions as to the date of closing and subject to the existing municipal or other governmental by-laws, restrictions or orders affecting its use, including subdivision agreement and easements.
4. The Property includes real property only, and no chattels or personal property.
5. The Buyer acknowledges and agrees that the Receiver makes no representations or warranties whatsoever with respect to the Property. The Buyer acknowledges and agrees that they have relied entirely upon their own inspection and investigation with respect to quantity, quality and value of the Property.
6. With respect to environmental matters, and without limiting the generality of the foregoing, the Buyer agrees that they are responsible to investigate the environmental condition of the Property to their satisfaction and that they are responsible to satisfy themselves, and is relying on their own investigations to verify that the level of Contaminants, as hereinafter defined, on or migrating to or from the Property is satisfactory to the Buyer and the environmental condition of the Property is otherwise acceptable. Contaminants includes, without limitation, any contaminant, pollutant, underground or aboveground tank, asbestos materials, urea formaldehyde, deleterious substance, dangerous substance or good, hazardous, corrosive or toxic substance, special waste, waste or any other substance which is now or hereafter regulated under any laws, regulations, bylaws, orders or other lawful requirements of any governmental authority having jurisdiction over the Property.
7. The Receiver is not and will not be liable to the Buyer nor to anyone claiming by, through or under the Buyer for any damages, costs or expenses for damage caused to the Property by the registered owner of the Property or their tenants, guests, assigns, agents or by persons unknown.
8. This Contract of Purchase and Sale is subject to approval by the Court, with the real estate commission in respect of this contract of Purchase and Sale to be paid only if the sale completes pursuant to an order of the Court. This condition is for the sole benefit of the Receiver.
9. This Contract will become public information prior to the Court approval date and competing purchasers will have the ability to submit higher offers. The Buyer will have the ability (subject to the Court's discretion) to modify the Contract to respond to competing offers and it is recommended that the Buyer seek independent legal advice to advance its own offer to the Court. So long as it remains in force the Receiver will be complying with The Supreme Court of British Columbia's Practice Direction – 66 "Sealed Bid Process for Foreclosures and Other Matters Involving the Sales of Land" and the Buyer hereby acknowledges and agrees to that Bid Process and any amendments thereto. The Receiver may be compelled to advocate that the court consider a further tender

process be undertaken, or that other offers be accepted, in order to obtain the highest price for the Property. The Receiver gives no undertaking to advocate for the acceptance of this offer. To protect their interest in purchasing the Property, the Buyer acknowledges and agrees that they should attend at any future court hearing in person or by agent and be prepared there, or as may otherwise be directed by the court, to make such amended or increased offer to purchase the Property as the court may permit or direct.

10. This Contract of Purchase and Sale may be terminated at the Receiver's sole option if at any time prior to Court approval the Receiver determines it is inadvisable to present this Contract of Purchase and Sale to the Court for any reason whatsoever, and in any such event the Receiver shall have no further obligations or liability to the Buyer under this Contract of Purchase and Sale or otherwise. This condition is for the sole benefit of the Receiver.
11. The Buyer acknowledges and agrees that they are purchasing title to the Property free and clear of all encumbrances of the parties to the proceedings concerning the Property in accordance with such vesting order as may be made in the said proceedings except: subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties contained in the original grant or contained in any other grant or disposition from the Crown registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies, if any, and except as otherwise set out herein.
12. The Buyer acknowledges and agrees that time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the Completion Date, the Receiver may at its option either terminate or reaffirm this Contract, and in either event the amount paid by the Buyer, including without limitation the deposit, will be absolutely forfeited to the Receiver on account of damages, and not in substitution therefore, without prejudice to the Receiver's other remedies.
13. No property condition disclosure statement concerning the Property forms part of this Contract of Purchase and Sale whether or not such a statement is attached to it.
14. The Purchase Price does not include Goods and Services Tax ("GST"), Provincial Sales Tax ("PST"), Harmonized Sales Tax, property transfer tax, or any other tax that may be applicable (collectively, "Taxes"). The Buyer will be liable for and shall pay all Taxes and registration charges and transfer fees properly payable upon and in connection with the sale and transfer of the Property by the Receiver to the Buyer. On the completion date for the sale, the Buyer will provide the Receiver with a certificate signed by the Buyer or its officer confirming the Buyer's GST and PST registration numbers together with an undertaking to self-assess and remit any GST or PST payable in respect of the transaction and an indemnity in that regard in a form acceptable to the Receiver, and, in any event, the Buyer shall pay any and all Taxes payable in respect of the purchase of the Property hereunder, and shall fully comply with the provisions of the federal Excise Tax Act, Provincial Sales Tax Act and Property Transfer Tax Act. The Buyer shall obtain its own legal, accounting and other professional advice as to GST and PST and any other Taxes.
15. The Receiver shall not be responsible to provide any certificates with respect to the applicability of GST to the transaction.
16. The Receiver makes no representations as to residency of the registered owner(s) of the Property and will make no representations or declarations about the same at closing. The Buyer agrees, represents and warrants that it has performed its own investigation and due diligence with respect to section 116(5) of the *Income Tax Act*, R.S.C. 1985, c. 1 and is satisfied that the registered owner(s) of the Property is, or if more than one are, Canadian Residents. The Buyer agrees that upon completion, the Buyer will pay to the Receiver, subject only to those adjustments to which the Receiver has agreed in writing, the full purchase price owing on the purchase under this Contract of Purchase and Sale, without holdback under s. 116(5) of the *Income Tax Act* or related sections.
17. The Receiver makes no representations as to the occupancy of, or existence of any declarations made in respect of the Property by either the registered owner(s) or any other person pursuant to the *Speculation and Vacancy Tax Act*, [SBC 2018] Chapter 46 and will make no representations or declarations about the same at closing. The Buyer agrees, represents and warrants that it has performed its own investigation and due diligence with respect to the *Speculation and Vacancy Tax Act* and is satisfied that the property is occupied and the appropriate declarations have been made. The Buyer agrees that upon completion, the Buyer will pay to the Receiver, subject only to those adjustments to which the Receiver has agreed in writing, the full purchase price owing on the purchase under this Contract of Purchase and Sale, without holdback under the *Speculation and Vacancy Tax Act*.
18. The Receiver may, at its sole discretion, extend the Completion Date by up to 15 business days.

- 19. The Buyer acknowledges and agrees that the Receiver shall not be liable to the Buyer for any loss, damage or expense, whether in contract, law or by statute, arising out of or related in any way to the Receiver's failure to deliver vacant possession to the Buyer on the Possession Date or thereafter provided that, if vacant possession is required to be delivered to the Buyer under the Contract of Purchase and Sale, the Receiver makes reasonable efforts to deliver vacant possession through a writ of possession or such other lawful enforcement means as the Receiver considers advisable in its sole discretion. Notwithstanding any other provision of the Contract of Purchase and Sale, the Receiver shall have no obligation to remove from the Property any personal possessions or garbage left on the Property.
- 20. If the Buyer fails or refuses to complete the purchase and sale herein contemplated after all the Buyer's conditions have been satisfied or waived, the Deposit together with accrued interest thereon shall be forfeited to the Receiver as liquidated damages as a genuine pre-estimate of its damages, without prejudice to any other rights and remedies which the Receiver may have at law or in equity against the Buyer. In accordance with s. 30(1)(g) and 30(2)(b) of the *Real Estate Services Act*, the Buyer and Receiver hereby agree to the release of the Deposit and accrued interest thereon to the Receiver, and the Buyer hereby instructs the party holding the Deposit to so release the Deposit together with accrued interest thereon to the Receiver, upon written demand from the Receiver or its counsel confirming that the Buyer has failed or refused to complete the purchase and sale herein contemplated despite the Buyer's conditions having been satisfied or waived.
- 21. All funds payable in connection with this Contract of Purchase and Sale will be by certified cheque or bank draft and shall be delivered by prepaid courier to the solicitor acting for the Receiver.
- 22. This Schedule may be executed in one or more counterparts, each of which will be an original, and all of which together will constitute a single instrument. This Schedule may be signed and/or transmitted by fax or by electronic mail of a .PDF document or electronic signature (e.g., DocuSign or similar electronic signature technology) and thereafter maintained in electronic form, and such electronic record will be as valid and effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that the electronic signatures appearing on this Schedule will be treated, for the purposes of validity, enforceability, and admissibility, the same as handwritten signatures.

Witness

Abid Saeed Khattak
Buyer

Witness

Buyer

Witness

DocuSigned by:
Chris Bowra
BDO Canada Limited in its capacity as Court-Appointed Receiver of Mahindra Jewellers Ltd., Surrey Gold Jewellers Ltd., 1237647 B.C. Ltd., 1257271 B.C. Ltd., Heera Jewellers Inc., P. Sona Jewellers Inc. and RCJ Jewellers Inc.

SCHEDULE "C"

RECEIVER'S CERTIFICATE

NO. S-241456
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE RECEIVERSHIP OF

MAHINDRA JEWELLERS LTD., SURREY GOLD JEWELLERS LTD., 786SD ESTATE LTD., MG 786 ENTERPRISES LTD., 1237647 B.C. LTD., 1257271 B.C. LTD., HEERA JEWELLERS INC., P. SONA JEWELLERS INC., RCJ JEWELLERS INC.

RECEIVER'S CLOSING CERTIFICATE

[SALE OF 2548 CLEARBROOK ROAD]

RECITALS

- A. Pursuant to an Order of the Supreme Court of British Columbia (the "**Court**") dated March 4, 2025, BDO Canada Limited was appointed as the receiver and manager (the "**Receiver**") of all the assets, undertakings and property of Mahindra Jewellers Ltd., Surrey Gold Jewellers Ltd., 1237647 B.C. Ltd., 1257271 B.C. Ltd., Heera Jewellers Inc., P. Sona Jewellers Inc., and RCJ Jewellers Inc. (collectively, the "**Debtors**").
- B. Pursuant to an Order of the Court dated March 3, 2026 (the "**Order**"), the Court approved the contract of purchase and sale dated January 22, 2026 (the "**Sale Agreement**") between the Receiver, as seller, and 1564740 B.C. Ltd., as purchaser (the "**Purchaser**"), and provided for the vesting in the Purchaser of 1257271 B.C. Ltd.'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 the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Vesting Order.

THE RECEIVER CERTIFIES the following:

- 1. The Transaction has been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver on ____, 2026.

BDO CANADA LIMITED, in its capacity as
Receiver of certain lands and property of the
Debtors, and not in its personal capacity.

Per: _____
Name:

SCHEDULE "D"

CLAIMS TO BE DELETED FROM TITLE TO THE LANDS

	Party	Nature of Charge	Registration No.
(a)	Canadian Imperial Bank of Commerce	Mortgage	CB23946
(b)	Canadian Imperial Bank of Commerce	Assignment of Rents	CB23947
(c)	Lanyard Investments Inc.	Mortgage	CB1671628
(d)	Lanyard Investments Inc.	Assignment of Rents	CB1671629
(e)	1243387 B.C. Ltd.	Mortgage	CB1595161
(f)	1243387 B.C. Ltd.	Assignment of Rents	CB1595162
(g)	Lanyard Investments Inc. and 1243387 B.C. Ltd.	Priority Agreement	CB1672048
(h)	Lanyard Investments Inc. and 1243387 B.C. Ltd.	Priority Agreement	CB1672049

SCHEDULE "E"

**PERMITTED ENCUMBRANCES, EASEMENTS AND RESTRICTIVE COVENANTS
RELATED TO REAL PROPERTY**

1. The reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown of any of the Purchased Assets and the statutory exceptions to title currently applicable to the Purchased Assets;
2. Liens for taxes, assessments, rates, duties, charges or levies not at the time due, which related to obligations or liabilities assumed by the Purchaser; and
3. The encumbrances listed below with respect to the Lands:
 - a. Land Use Contract L26094 in favour of the District of Matsqui; and
 - b. Statutory Right of Way in favour of BC Tel.

SCHEDULE "F"

THE LANDS

PID: 005-237-211

Lot 240 Section 20 Township 16 New Westminster District Plan 54324

NO. S-241456
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE RECEIVERSHIP OF

MAHINDRA JEWELLERS LTD., SURREY GOLD JEWELLERS LTD.,
786SD ESTATE LTD., MG 786 ENTERPRISES LTD., 1237647 B.C. LTD.,
1257271 B.C. LTD., HEERA JEWELLERS INC.,
P. SONA JEWELLERS INC., and RCJ JEWELLERS INC.

**ORDER MADE AFTER APPLICATION
[AMENDED AND RESTATED APPROVAL OF SALE AND VESTING OF TITLE
ORDER]**

DENTONS CANADA LLP
BARRISTERS & SOLICITORS
250 Howe Street, 20th Floor
Vancouver, BC V6C 3R8
Phone No.: (604) 687-4460
Attention: Jordan Schultz
File No. 542874-20