

45327

Non Judicial



**Indian-Non Judicial Stamp  
Haryana Government**



Date : 29/12/2017

Certificate No. T0292017L13



Stamp Duty Paid : ₹ 1929515  
(Rs. Only)

GRN No. 32243234



Penalty : ₹ 0

(Rs. Zero Only)

**Seller / First Party Detail**

Name : Future Agrovet Ltd

H.No/Floor : X

Sector/Ward : X

LandMark : X

City/Village : Mumbai

District : Mumbai

State : Maharashtra

Phone : 9991444393



**Buyer / Second Party Detail**

Name : Future Consumer Ltd

H.No/Floor : X

Sector/Ward : X

LandMark : X

City/Village : Mumbai

District : Mumbai

State : Maharashtra

Phone : 9991444393

Purpose : Transfer deed

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

For Future Agrovet Limited

Authorised Signatory





GRN No.32243234 Dated.20-12-2017  
Stamp No.T0292017L13 Dated.29-12-2017  
Total Cost of Property Rs. 2,75,64,064/-  
Stamp duty Rs. 19,29,515/-

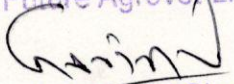
**Transfer Deed of Immovable Property Consequent Upon  
Amalgamation of Transferor Company into Transferee Company**

This Transfer Deed of Immovable Property is made at Rai on this  
\_\_\_\_\_ day of January 2018; By

M/s Future Agrovat Ltd. Mumbai, a company Incorporation under the Companies Act, 1956 having its registered office at Knowledge House, Shyam Nagar, Off-Jogeshwari, Vikroli Link Road, Jogeshwari (East) Mumbai-400060, through its Authorized Signatory Govind Maheshwari (Aadhar No. 879990465887) S/o Sh. Rajendra Kumar Maheshwari R/o 3157, Lal Darwaja, Sita Ram Bajar, Delhi who is authorized in this regard vide resolution dated 15.02.2010 to give effect to the transfer of Immovable Propearty bearing No.1280, measuring 1012.5 Sq. Mtrs. situated at Sec-38, Ph-I, HSIIDC Industrial Estate, Rai, District Sonipat, Haryana, which is owned and registered in the name of Vendor Company vide registered sale deed no. 21271 dated 09-02-2012, Hereinafter called the Vendor or Transferor Company and which expression shall, unless excluded by or repugnant to the context, be deemed to include their respective legal heir/s authorized representative/s, agent/s, and/or assignees/s.

In Favour of

For Future Agrovat Limited

  
Authorized Signatory

M/s Future Consumer Ltd. (Formally Future Consumer Enterprises Ltd.) Mumbai, having its registered office at



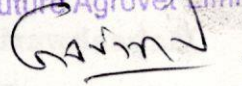
<u>डीड संबंधी विवरण</u>		
डीड का नाम SALE WITH IN MC AREA		
तहसील/सब-तहसील राई	गांव/शहर 01-राई	स्थित HSIIDC इण्डस्ट्रीयल प्लाट
<u>भवन का विवरण</u>		
<u>भूमि का विवरण</u>		
व्यवसायिक	1012.5 Sq. Meters	
<u>धन संबंधी विवरण</u>		
राशि 27,564,064.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 1,929,515.00 रुपये	
E-Stamp स्टाम्प न. T0292017L13	स्टाम्प की राशि 1,929,515.00 रुपये	DFC: JIKJJK
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेंसिंग शुल्क 3.00 रुपये	

Drafted By: शिवकुमार एडवोकेट

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 10/01/2018 दिन बुधवार समय 1:15:00PM बजे श्री/श्रीमती/कुमारी M/s Future Agrovet Ltd. thru पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

For Future Agrovet Limited  
  
 Authorised Signatory

उप/संयुक्त पंजीयन अधिकारी

राई

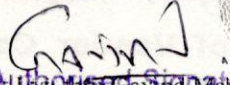
प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामिण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अन्तर्गत अधिसूचित है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ती प्रमाण पत्र प्राप्त कर लिया गया है।

या

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामिण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अन्तर्गत अधिसूचित नहीं है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ती प्रमाण पत्र की आवश्यकता नहीं है।

दिनांक

For Future Agrovet Limited

  
 Authorised Signatory

उप / संयुक्त पंजीयन अधिकारी

राई

श्री M/s Future Agrovet Ltd. thru Govind Maheshwari

उपरोक्त विक्रेता व श्री/श्रीमती/कुमारी M/s Future Consumer Ltd. thru Kainat Kishor क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों चक्षुओं से सुनिश्चित किया। प्रलेख के अनुसार 0.00 रुपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी सुबोध न. पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी राई व श्री/श्रीमती/कुमारी उमेश पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी दिल्ली ने की। साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न:2 की पहचान करता है।

दिनांक 10/01/2018

उप/संयुक्त पंजीयन अधिकारी

RAI (SONIRI)

यह प्रमाणित किया जाता है कि पंजीकृत वसीका को स्कैन प्रति jamabandi.nic.in पर डाल दी गई है।

उप / संयुक्त पंजीयन अधिकारी

राई



Knowledge House, Shyam Nagar, Off-JVLR, Jogeshwari, Vikroli Link Road, Jogeshwari (East) Mumbai-400060, through its Authorized Signatory Sh. Kamal Kishor (Aadhar No. 450343944316) S/o Sh. Deendayal Dadhich R/o 64, Hari Ram Baba Mandir, Ward No. 11, V-12, Beer Chhapar (Rural), Churu, Rajasthan-331502, hereinafter called the Vendee or Transferee Company and which expression shall, unless excluded by or repugnant to the context, be deemed to include their respective legal heir/s authorized representative/s, agent/s, and/or assignees/s.

AND WHEREAS the Vendor herein filed a petition under sections 391 and 394 of the Companies Act, before the Honorable High Court of Bombay at Bombay vide Company Petition No. 703 of 2014 connected with Company Summons for Direction No. 466 of 2014 to seek the sanction of court to approve the Scheme of Amalgamation between **Future Agrovat Limited (hereinafter referred as Transferor Company)** with **Future Consumer Enterprises Limited (hereinafter referred as Transferee Company)** and their respective shareholders. The Petitioner Company also approved the Scheme of Amalgamation by passing the resolution. The said petition came up for final hearing before Honorable Mr. Justice S. J. Kathawalla, J. on 30-01-2015.

AND WHEREAS the above said petition came up for hearing on 30-01-2015 before the Honorable High Court of Bombay, Bombay for sanction of Scheme of amalgamation proposed to be made between of the Vendor and the Vendee.

AND WHEREAS the Court examined the said petition and the order dated 27-06-2014 passed in Company Summons for Direction No. 466 of 2014.

AND WHEREAS the official liquidator filed his report on dated 22<sup>nd</sup> January 2015 in company Scheme Amalgamation Petition No. 703 of 2014 stating therein that the affairs of the Petitioner Companies have been conducted in a proper manner and that the Petitioner Company may be ordered to be dissolved.



Knowledge about the person named, Off. W.R. Jeyaseelan, Vellore  
Lish Road, Jeyaseelan (East) District-400002, through the  
Assistant Registrar, Sh. Kamesh Kumar (Assistant No.  
4000444444) & Sh. Jeyaseelan (Assistant No. 64, East Ram  
Baba Mandir, Ward No. 11, V-12, East Changan (North), Chennai.  
Telephone-331302, hereafter called the Vendor or Transferee  
Company and which registration shall unless excluded by or  
referred to the context, be deemed to include their  
respective legal heirs authorized representative/s, agents/s  
and/or assignee/s.

AND WHEREAS the Vendor herein filed a petition under  
sections 391 and 394 of the Companies Act, before the Honorable  
High Court of Madras at Chennai with Company Petition No. 708 of  
2014 accompanied with Company Statements for Direction No. 408 of  
2014 to seek the sanction of court to approve the Scheme of  
Arrangement between Future Assets Limited (hereafter referred  
as Transferee Company) with Future Company  
Enterprise Limited (hereafter referred as Transferee  
Company) and their respective shareholders. The Transferee  
Company also approved the Scheme of Arrangement by passing  
the resolution. The said petition came up for final hearing before  
Honorable Mr. Justice S.J. Subramanian, J on 30-01-2015.

AND WHEREAS the said petition came up for hearing  
on 30-01-2015 before the Honorable High Court of Madras,  
Madras Bench at Chennai, the said petition was referred to be  
heard before the Registrar.

AND WHEREAS the Registrar examined the said petition and the  
statements filed by the Transferee Company and the  
Transferee Company and the Registrar is satisfied that the  
Scheme of Arrangement is in compliance with the provisions of  
the Companies Act, 1956.

AND WHEREAS the Registrar filed his report on dated  
23-01-2015 in compliance with the provisions of the Companies  
Act, 1956 stating therein that the affairs of the Transferee  
Company have been conducted in a proper manner and that the  
Transferee Company may be allowed to be dissolved.



*[Handwritten signature]*



AND WHEREAS the Regional Director filed an Affidavit on 19<sup>th</sup> January 2015 stating therein, save and except as stated, it appears that the scheme is not prejudicial to the interest of the shareholders and public.

AND WHEREAS the Honorable Court examined and considered the material on record and states that the Scheme Appears to be fair and reasonable and is not violate of any provisions of law and is not contrary to the public policy. Since all the requisite statutory compliances have been fulfilled, the Company Scheme Petition is made absolute in terms of prayer clauses (a), (c) and (d) of the Petition.

AND WHEREAS the Petitioner Company filed the said Order alongwith the Scheme of Amalgamation with the concerned Registrar of Companies along with concerned E-Form INC-28 as per the relevant provisions of the Companies Act, 1956/2013 and paid cost of Rs. 10,000/- to the Regional Director, Western Region, Mumbai and the Official Liquidator, High Court, Bombay.

AND WHEREAS as per the clause 4.1 of the Amalgamation Scheme approved by Hon'ble High Court Bombay, with effect from the Appointed Date, the whole of the undertaking including assets, investments and properties of the Transferor Company, shall under the provisions of Section 391 to 394 of the Companies Act, 1956 and all other applicable provisions, if any, of the act, without any further act or deed, stand transferred and/or deemed to be transferred to and vested in the Transferee Company as a going concern so as to become the assets, investments and properties of the Transferee Company.

AND WHEREAS further as per the clause 4.1.3 of the Amalgamation Scheme approved by Hon'ble High Court Bombay, Any and all immovable properties (including land together with the building and structures standing thereon) held/owned by the Transferor Company, whether freehold or leased-hold/licensed and any documents of title, rights and easements in relation thereto, shall stand transferred to and be vested in the Transferee company, without any act or deed done by the Transferor Company or the Transferee Company. With effect from the appointed date, the Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay lease rent/license fees, municipal taxes and fulfill all obligation, in relation to or applicable to such immovable properties. The mutation/assignment of the title or rights to the immovable properties in the name of the Transferee



AND WHEREAS the Registrar, Sonapat, has on 12th January 1950 issued a notice and order as stated in the annexed and the same is not yet filed to the effect of the order and order.

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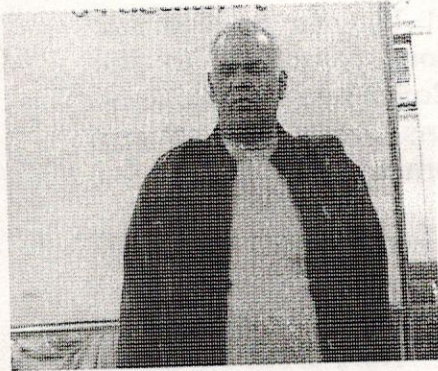
AND WHEREAS the Registrar, Sonapat, has on 12th January 1950 issued a notice and order as stated in the annexed and the same is not yet filed to the effect of the order and order.

AND WHEREAS the Registrar, Sonapat, has on 12th January 1950 issued a notice and order as stated in the annexed and the same is not yet filed to the effect of the order and order.





Reg. No. 4532 Reg. Year 2017-2018 Book No. 1



विक्रेता



क्रेता



गवाह



उप /संयुक्त पंचायत अधिकारी

विक्रेता

M/s Future Agrovet Ltd. thru Govind Maheshwari

For Future Agrovet Limited

Authorised Signatory

क्रेता

M/s Future Consumer Ltd. thru Kamal Kiashor

For FUTURE CONSUMER LIMITED

Authorised Signatory

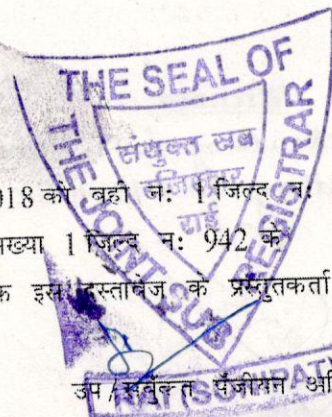
गवाह 1:- सुबोसिंह न.

गवाह 2:- उमेश

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4,532 आज दिनांक 10/01/2018 को वही नं: 1 जिल्द नं: 29 के पृष्ठ नं: 68 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त वही सख्या 1 जिल्द नं: 942 के पृष्ठ सख्या 66 से 69 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं।

दिनांक 10/01/2018



उप /संयुक्त पंचायत अधिकारी  
राई



**CHALLAN**  
Government of Haryana

Remitter Copy

Auto. 07-01-2018 (Cash)  
01-01-2018 (Chq./DD)

\* 0 0 3 2 2 6 3 2 3 4 \*

GRN No.: 0032243234 Date: 20 Dec 2017 15:43:57

Office Name: 0561-DC Office sonipat  
Treasury: Sonapat  
Period: (2017-18) One Time

Head of Account	Amount ₹
0030-02-102-98-51 Other General Stamps	1929515

PD AcNo 0

Deduction Amount: ₹ 0

Total/Net Amount: ₹ 1929515

₹ Nineteen Lakhs Twenty Nine Thousands Five Hundred Fifteen only

**Tenderer's Detail**

GPF/PRAN/TIN/Actt. no./VehicleNo/TaxId:-

PAN No:

Tenderer's Name: future consumer ltd

Address: mumi ai -

Particulars: sale deed from future agrovet ltd mumbai

Cheque-DD- 093202/19.12.2017/idbi bank

Detail: Depositor's Signature

**FOR USE IN RECEIVING BANK**

Bank CIN No: 20/12/2017 36425580

Payment Date: All SBI Branches

Bank:



of this challan at 'Verify Challan' on e-Gras website. This