

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

BENCH AT ALLAHABAD

INDEX

IN

SUPPLEMENTARY AFFIDAVIT

BY

SBW UDYOG LIMITED- APPLICANT No. 1

IN

COMPANY APPLICATION (CAA) No. 05/2025

1. SBW UDYOG LTD

..... DEMERGED/TRANSFEROR COMPANY

2. SBW UNITY PRIVATE LTD

..... RESULTING/ TRANSFEREE COMPANY

..... APPLICANTS

| S.N. | PARTICULARS | DATE | AX No. | PAGE Nos. |
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| 1 | SUPPLEMENTARY AFFIDAVIT | 10.03.2025 | | 1-5 |
| 2 | Reconciliation Statement | | SA-1 | 6-7 |
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Dated: 10th, Mar, 2025


[ABHISHEK TRIPATHI]
Advocate
Counsel for Applicants



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Government of Uttar Pradesh

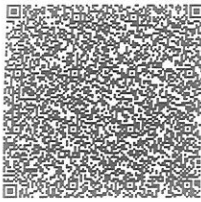


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e-Stamp

DASHRATH L
ACC Code-141004
-360, 04 Khamrui, Prayag
M. No. 9389103404

Certificate No. : IN-UP37157688429074X
Certificate Issued Date : 08-Mar-2025 12:43 PM
Account Reference : NEWIMPACC (SV)/ up14101004/ ALLAHABAD/ UP-AHD
Unique Doc. Reference : SUBIN-UPUP1410100471499153275794X
Purchased by : JAMUNOTRI GUPTA MD SBW UDYOG LTD
Description of Document : Article 4 Affidavit
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : JAMUNOTRI GUPTA MD SBW UDYOG LTD
Second Party : N A
Stamp Duty Paid By : JAMUNOTRI GUPTA MD SBW UDYOG LTD
Stamp Duty Amount(Rs.) : 20
(Twenty only)



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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
BENCH AT ALLAHABAD



SUPPLEMENTARY AFFIDAVIT
BY
SBW UDYOG LIMITED- APPLICANT No. 1

COMPANY APPLICATION (CAA) No. 5 /ALD/2025
[Under sections 230/232 of the Companies Act, 2013]
(In Compliance with order dated 06.03.2025)

[Handwritten Signature]

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
BENCH AT ALLAHABAD

SUPPLEMENTARY AFFIDAVIT

BY

SBW UDYOG LIMITED- APPLICANT No. 1

(In compliance with the Order dated 06.03.2025)

IN

COMPANY APPLICATION (CAA) No. 05/2025

1. SBW UDYOG LTD

..... DEMERGED/TRANSFEROR COMPANY

2. SBW UNITY PRIVATE LTD

..... RESULTING/ TRANSFEREE COMPANY

..... APPLICANTS

AFFIDAVIT OF Jamnotri Gupta aged about 76 Years, wife of Late Shyama Charan Gupta, resident of 44, Thornhill Road, Prayagraj, UP-211002

(Signature)
(DEPONENT)



the deponent above-named, make oath and say as under-

1. That I, the deponent named above, am Managing Director of Applicant Company No. 1 and Director of Applicant Company No. 2 and duly empowered to swear and file this Affidavit. I state that I am fully acquainted with the facts deposited below.

2. That I am filing this Supplementary Affidavit in compliance with the Order dated 06.03.2025 clarifying the issues raised in the said Order.

(Signature)

3. That at the outset it is clarified that the reason of apparent inconsistency in the amount of outstanding dues shown in the List of Creditors filed with the Company Application and the amount shown in Consent Affidavits submitted by the some Creditors, is because some Creditors are having business transactions in the names of their respective Units for different products with different Divisions of the Applicant Company No. 1. Hence, transactions of such Creditors are recorded in more than one account in the books of the Applicant No.1. However, in the Consent Affidavits, the Creditors have aggregated dues outstanding in all such accounts. A Statement giving accountwise breakup of the dues shown in the Consent Affidavits and reconciling the same with the dues shown in the Creditors' Lists is annexed hereto marked as ANNEXURE- SA-1.

4. That the Creditors mentioned in the above Statement (SA-1) have also submitted duly notarized Additional Affidavits affirming the details given in the SA-1 as above, which are annexed hereto as detailed below-

a. Affidavit on behalf of New Mount Trading & Investment Co. Ltd.

annexed as ANNEXURE – SA-2

b. Affidavit on behalf of M/s Shyam Enterprises.

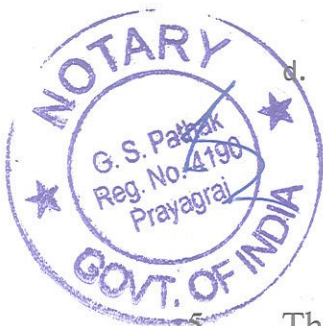
annexed as ANNEXURE – SA-3

c. Another Affidavit on behalf of M/s Shyam Enterprises.

annexed as ANNEXURE – SA-4

d. Affidavit on behalf of M/s Bhawan Decor.

annexed as ANNEXURE – SA-5



5. That New Mount Trading and Investment Company Ltd in its above Additional Affidavit (Annexure- SA-2), has confirmed that it is carrying on the business of supplies of agro-products in the name of "Shyam Agro Products" which is a unit of New Mount Trading & Investment Co. Ltd. and it does not have any independent legal entity. The said Company has supported this fact by annexing copies of their BOD Resolution dated 19.01.2015 by which Board

[Handwritten signature]

decided to carry on the business of agro-products in the name and style "Shyam Agro Products" and Licence dated 23.12.2023 issued by Food Safety and Standards Authority of India under FSS Act, 2006 in which Shyam Agro Products has been clearly shown as Unit of New Mount Trading and Investment Company Ltd.

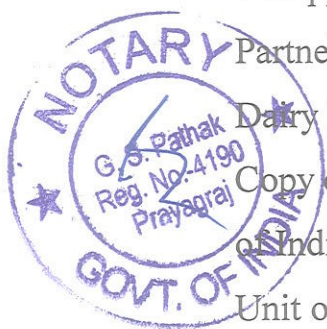
The above Creditor has also submitted a Copy of the resolution dated 07.03.2025 of the Board of Directors approving the consent Affidavit dated 10.01.2025 submitted by Mr. Vibhav Agrahari, Director, for the aggregate outstanding dues amounting to Rs.4,20,24,505 (including the dues of its unit Shyam Agro Products, amounting to Rs.1,07,643) and further authorising him to file Additional Affidavit clarifying the points raised by this Hon'ble Tribunal in its Order dated 06.03.2025.

The above Creditor has also reaffirmed that the approval to the Scheme of Arrangement given vide the earlier Affidavit dated 10.01.2025 applies to the outstanding dues shown in all the accounts as per details given in Para 3 of the Additional Affidavit which are owed by SBW Udyog Ltd to M/s New Mount Trading & Investment Co. Ltd (including its Unit – Shyam Agro Products).

6. That similarly M/s Shyam Enterprises (A Partnership Firm) in their Additional Affidavits (SA-3 & SA-4) have confirmed that they are carrying on the business of Dairy Products in the name of "Shyam Dairy Products" which is a unit of "M/s Shyam Enterprises" and does not have any independent legal entity.

In support of this fact, M/s Shyam Enterprises have filed Copy of their registered Partnership Deed dated 18.09.2020. In Clause 2 of the Partnership Deed, Shyam Dairy Products is clearly shown as a unit of the said Firm. They have also filed Copy of Licence dated 23.09.2024 issued by Food Safety and Standards Authority of India under FSS Act, 2006 in which Shyam Dairy Products has been shown as Unit of Shyam Enterprises.

In the two Additional Affidavits submitted by the above Creditor, it is reaffirmed that the approval to the Scheme of Arrangement given vide the earlier Consent



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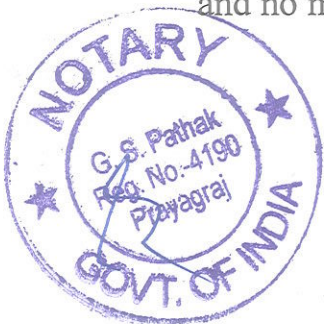
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Affidavits dated 10.01.2025 & 30.01.2025 apply to the outstanding dues as per details given in Para 3 of the Additional Affidavits, which are owed by SBW Udyog Ltd to M/s Shyam Enterprises (including its Unit – Shyam Dairy Products).

7. That M/s Bhawan Décor in their Additional Affidavit (SA-5) have reaffirmed that approval to the Scheme of Arrangement given by them vide their earlier Affidavit dated 31.01.2025 applies to the dues mentioned in Para 3 of the Additional Affidavit.

8. That I further confirm that the Applicant No. 1 has ensured that the consent affidavits filed on behalf of partnership firms as creditors of SBW Udyog Ltd. were sworn by their respective partners.

I, the deponent above-named, verify on oath that the contents of Paragraphs nos. 1 to 8 of this Affidavit are true to my knowledge; no part of this Affidavit is false and no material fact has been concealed therein. SO HELP ME GOD.




(DEPONENT)

Duly affirmed and sworn before Notary

SOLEMNLY AFFIRMED BEFORE ME
On 10.3.25 at 10:30 AM
Sri/Smt. G. S. Pathak
Identified by Mr. G. S. Pathak
be his/her Affidavit as True & Correct which
on verified and correct

G. S. Pathak
Public Notary
Ald., Prayagraj (U.P.)


Sign./T.I. Identified By

10.3.25

SBW UDYOG LTD.- PETITIONER**CLARIFICATORY/ RECONCILIATION STATEMENT OF AMOUNT MENTIONED
IN AFFIDAVIT vs- a – vis LIST OF CREDITORS**

| Creditor's Name | Affidavit at CA Page | Amt. of Dues shown in Affidavit filed with CA |
|---|-------------------------------------|---|
| 1. NEW MOUNT TRADING & INVESTMENT CO. LTD: | 1257 (Volume -7) | Rs. 4,20,24,505 |
| Accountwise breakup of Above Dues in its Units: | | |
| A/c Description: | Sr. No of Creditors List & Page No. | O/s Amount Rs. |
| (i) New Mount Trading & Investment Co. Ltd [For transactions with HO of SBW Udyog Ltd.] | 8/175 (Volume -2) | 4,19,16,862 |
| (ii) Shyam Agro Products [For supply of agro-products such as aata, suji, maida to Hotel Division named- Hotel Kanha Shyam unit of SBW Udyog Ltd.] | 206/197 (Volume -2) | 1,07,643 |
| | Total | 4,20,24,505 |

| Creditor's Name | Affidavit at CA Page | Amt. of Dues shown in Affidavit filed with CA |
|---|-------------------------------------|---|
| 2. SHYAM ENTERPRISES: | 1262 (Volume -7) | Rs. 2,01,41,611 |
| Accountwise breakup of Above Dues in its Units: | | |
| A/c Description: | Sr. No of Creditors List & Page No. | O/s Amount Rs. |
| (i) Shyam Dairy Products (Milk Purchase) [For Supply of Milk to Head Office of SBW Udyog Ltd.] | 9/175 (Volume -2) | 95,040 |
| (ii) Shyam Enterprises [For Lease Rent for Warehouse taken on lease by SBW Udyog Ltd.] | 10/175 (Volume -2) | 11,27,520 |
| (iii) Shyam Dairy Products [For Purchases of Dairy Products by SBW Udyog Ltd as Distributor in the State of Jharkhand.] | 56/182 (Volume -2) | 1,07,34,289 |
| (iv) Shyam Dairy Products [For Purchases of Dairy Products by SBW Udyog Ltd as Distributor in the State of West Bengal.] | 60/183 (Volume -2) | 81,84,762 |
| | Total | 2,01,41,611 |



| Creditor's Name | Affidavit at CA Page | Amt. of Dues shown in Affidavit filed with CA |
|---|-------------------------------------|---|
| 3. SHYAM ENTERPRISES: [For supplies of Dairy Products to Hotel Division] | 1469 (Volume -8) | Rs. 16,72,758 |
| Accountwise breakup of Above Dues in its Units: | | |
| A/c Description: | Sr. No of Creditors List & Page No. | O/s Amount Rs. |
| (i) Shyam Dairy Products (Ghee & SMP) [For Supply of Ghee & SMP to Hotel Division (named- Hotel Kanha Shyam) unit of SBW Udyog Ltd.] | 207/197 (Volume -2) | 2,71,400 |
| (ii) Shyam Dairy Products (Milk) [For Supply of Milk to Hotel Division (named- Hotel Kanha Shyam) Unit of SBW Udyog Ltd.] | 208/198 (Volume -2) | 13,78,958 |
| (iii) Shyam Dairy Products (Khowa) [For Supply of Khowa to Hotel Division (named- Hotel Kanha Shyam) unit of SBW Udyog Ltd.] | 209/198 (Volume -2) | 22,400 |
| | Total | 16,72,758 |

| Creditor's Name | Affidavit at CA Page | Amt. of Dues shown in Affidavit filed with CA |
|--|-------------------------------------|---|
| 4. BHAWAN DÉCOR: | 1325 (Volume -8) | Rs. 3,68,273 |
| Accountwise breakup of Above Dues in its Units: | | |
| A/c Description: | Sr. No of Creditors List & Page No. | O/s Amount Rs. |
| (i) Bhawan Décor [For supplies to Resort Division (named -Tendu Leaf Jungle Resort) unit of SBW Udyog Ltd.] | 88/186 (Volume -2) | 2,93,590 |
| (ii) Bhawan Décor [For supplies to Hotel Division (named- Hotel Kanha Shyam) unit of SBW Udyog Ltd.] | 129/190 (Volume -2) | 74,683 |
| | Total | 3,68,273 |





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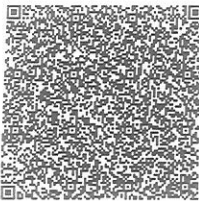


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DASHRATH LAL
ACC Code-14101004
-360, 84 Khemtha, Prayagraj
M. No. 9389153404

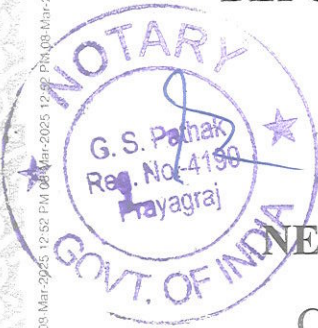
Certificate No. : IN-UP37174123531532X
Certificate Issued Date : 08-Mar-2025 12:52 PM
Account Reference : NEWIMPACC (SV)/ up14101004/ ALLAHABAD/ UP-AHD
Unique Doc. Reference : SUBIN-UPUP1410100471483121132881X
Purchased by : VIBHAV AGRAHARI DIR NMT AND INVESTMENT CO LTD
Description of Document : Article 4 Affidavit
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : VIBHAV AGRAHARI DIR NMT AND INVESTMENT CO LTD
Second Party : N A
Stamp Duty Paid By : VIBHAV AGRAHARI DIR NMT AND INVESTMENT CO LTD
Stamp Duty Amount(Rs.) : 20
 (Twenty only)



10.3.25

Please write or type below this line

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
BENCH AT ALLAHABAD**



**ADDITIONAL AFFIDAVIT ON BEHALF OF:
NEW MOUNT TRADING & INVESTMENT CO.LTD.**

COMPANY APPLICATION (CAA) No. 5 /ALD/2025

[Under sections 230/232 of the Companies Act, 2013]

(In Compliance with order dated 06.03.2025)

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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
BENCH AT ALLAHABAD

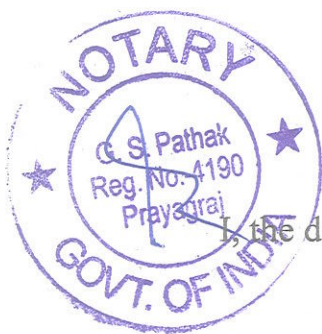
**ADDL. AFFIDAVIT ON BEHALF OF:
NEW MOUNT TRADING & INVESTMENT CO. LTD.**

IN THE MATTER OF:
COMPANY APPLICATION (CAA) No. 05/2025

1. SBW UDYOG LTD
..... DEMERGED/TRANSFEROR COMPANY
2. SBW UNITY PRIVATE LTD
..... RESULTING/ TRANSFEREE COMPANY
..... APPLICANTS

AFFIDAVIT OF Vibhav Agrahari, son of Late Shyama Charan Gupta, aged about 54 Years, resident of 44, Thornhill Road, Near Balson Crossing, George Town, Allahabad, UP-211002.

(DEPONENT)



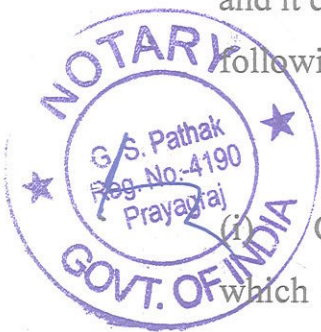
I, the deponent above-named, make oath and say as under-

1. That I am a Director of M/s New Mount Trading & Investment Co. Ltd. and fully acquainted with the facts deposed below.
2. That I, as authorised Director of the M/s New Mount Trading & Investment Co. Ltd, have submitted Affidavit dated 10.01.2025 giving approval on behalf of the above Company (as Creditor of SBW Udyog Ltd), to the proposed Scheme of Arrangement between SBW Udyog Ltd and SBW Unity Private Limited.

3. That in the above Affidavit the amount of outstanding dues owed by SBW Udyog Ltd to M/s New Mount Trading & Investment Co. Ltd, as on 30.09.2024 has been shown as Rs. 4,20,24,505 (as per Annexure- A to the said Affidavit). I state that this amount represents the aggregate dues outstanding in the following accounts maintained for business transactions with different Divisions of SBW Udyog Ltd.

| Account Description/ Nature | O/s Dues |
|--|-------------------------------|
| (i) New Mount Trading & Investment Co. Ltd- (For transactions with Head Office of SBW Udyog Ltd) | Rs. 4,19,16,862 |
| (ii) Shyam Agro Products [which is a Unit of M/s New Mount Trading & Investment Co. Ltd] (For supply of agro-products such as atta, suji, maida to Hotel Kanha Shyam, a unit of SBW Udyog Ltd) | Rs. 1,07,643 |
| TOTAL DUES | <u>Rs. 4,20,24,505</u> |

4. That I state that New Mount Trading & Investment Co. Ltd. is carrying on the business of supplies of agro-products in the name of "Shyam Agro Products". "Shyam Agro-products" is a unit of New Mount Trading & Investment Co. Ltd. and it does not have any independent legal entity. This fact is substantiated by the following documents:



(i) Copy of Minutes of the meeting of Board of Directors dated 19.01.2015 in which decision to do business of agro-products in the name and style "Shyam Agro Products" was taken. **ANNEXURE -1**

(ii) Copy of Licence dated 23.12.2023 issued by Food Safety and Standards Authority of India under FSS Act, 2006 in which Shyam Agro Products has been clearly shown as Unit of New Mount Trading and Investment Company Ltd.

ANNEXURE-2.

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5. That a Copy of the resolution of the Board of Directors affirming the authority of Mr. Vibhav Agrahari, Director, to submit Consent Affidavit dated 10.01.2025 for the aggregate outstanding dues amounting to Rs.4,20,24,505 including the dues of Shyam Agro Products, is also annexed hereto marked as ANNEXURE- 3. By this resolution, I am also authorised to file this Additional Affidavit.

6. That I reaffirm that the approval to the Scheme of Arrangement given vide the earlier Affidavit dated 10.01.2025 applies to the outstanding dues shown in all the accounts as per details given in Para 3 above which are owed by SBW Udyog Ltd to M/s New Mount Trading & Investment Co. Ltd (including its Unit – Shyam Agro Products).

I, the deponent above-named, verify on oath that the contents of Paragraphs nos. 1 to 6 of this Affidavit are true to my knowledge; no part of this Affidavit is false and no material fact has been concealed therein. SO HELP ME GOD.


(DEPONENT)

Duly sworn and affirmed before Notary:



SOLEMNLY AFFIRMED BEFORE ME
On.....10.3.25.....at.....3.32 AM/PM
Sri/Smt.....Vibhav Agrahari
Identified by Mr.....
be his/her Affidavit as True & Correct which
on verified and correct

G. S. Pathak
Public Notary
Alld., Prayagraj (U.P.)

Sign./T.I. Identified By
10.3.25

12

ANNEXURE - 1

NEW MOUNT TRADING & INVESTMENT CO. LTD.

EXTRACT FROM THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF M/S NEW MOUNT TRADING & INVESTMENT COMPANY LIMITED HELD ITS, REGISTERED OFFICE OF THE COMPANY AT 26, J. L. NEHRU ROAD, KOLKATA-700087 ON 19TH JANUARY, 2015 AT 11 A.M.

Shri Shyama Charan Gupta, Chairman of the Company informed that Board has a proposal to diversify the business activities and start the business to manufacture and sale of Flour and Foods products to enhance the turnover as well as profitability of the Company. The Directors present agreed with the proposal and thereupon passed the following resolutions:

RESOLVED that consent of the Board be and is hereby given to diversify the business activities and start the business to manufacture and sale of Flour and Foods products and other Agro products in the name and style of "M/s Shyam Agro Products" (A unit of New Mount Trading & Investment Company Limited) to enhance the profitability and turnover of the Company. The unit will be installed at Malak Balau, Post Atrampur, Nawabganj, Allahabad-229412, the premises already owned by the company and present had a Cold Storage on that premises with the name and style of Shyam Sheetgrih (A unit of New Mount Trading & Investment Company Limited).

FURTHER RESOLVED that consent of the Board be and is hereby given to appoint M/s S. Parashar, Technical Consultant from, Varanasi for the said project including preparation of complete Engineering Drawings, Civil Plan, Air Line Plan, Installation and Supervision, Commercial Trial Production etc. on a lumpsum fee to the extent of Rs.5,00,000/- excluding lodging and boarding expenses.

FURTHER RESOLVED that Shri Manoj Agarwal be and is hereby authorized to apply for the registration, making application with the appropriate authorities/departments for the inclusion of the produced items of M/s Shyam Agro Products in the existing Vat and to complete other necessary formalities to start the aforesaid diversified business and to appoint advocate(s), if necessary, and to do other things as required including filing of necessary Forms.

FURTHER RESOLVED that Shri Shyama Charan Gupta and Shri Vidup Agrahari, Directors of the Company be and are hereby authorized severally for filing of necessary Forms with the Registrar of Companies/any other department to start the aforesaid diversified business.

S/d
Shyama Charan Gupta
Chairman

Certified to be true copy
For New Mount Trading & Investment Co. Ltd.


Director





Form C
Government of India
Food Safety and Standards Authority of India
License under FSS Act, 2006



अनुज्ञप्ति संख्या / License Number: 12723999000177



1. Name & Registered Office address of Licensee / अनुज्ञप्तिधारी के पंजीकृत कार्यालय का नाम और पता: NEW MOUNT TRADING & INVESTMENT CO LTD. (UNIT SHYAM AGRO PRODUCTS) 44,Thornhill Road, Prayagraj, Uttar Pradesh-211002
2. Address of Authorized Premises / प्राधिकृत परिसरों का पता: Mauza Malak Balau, Post- Atrampur, Pargana-Nawabganj, Soraon Tahsil, Prayagraj, Uttar Pradesh-229412
3. Kind of Business / कारोबार का प्रकार: Manufacturer - General Manufacturing Repacker - General Manufacturing
4. Dairy Business Details / डेयरी कारोबार विवरण हेतु : No
5. Category of License / अनुज्ञप्ति का वर्ग: Central License

This license is granted under and is subject to the provisions of FSS Act, 2006 all of which must be complied with by the licensee. / यह अनुज्ञप्ति खाद्य संरक्षा और मानक अधिनियम, 2006 के अधीन अनुदत्त की गई और वह अधिनियम के उपबंधों के अध्यादीन है जिनका अनुज्ञप्तिधारी द्वारा अवश्य पालन किया जाना चाहिए.

Place / स्थान: FSSAI Delhi

Designated Officer

Issued On / दिनांक: 23-12-2023 (Modified License)

Valid Upto: / वैधता: 29-02-2028 (For details, refer Annexure)

Annexures:

1. Product Annexure
2. Validity Annexure
3. Non-Form C Annexure
4. Conditions Of License

Note:

1. Application for renewal of License can be filed as early as 180 days prior to expiry date of License. You can file application for renewal or modification of License by login into FSSAI's Food Safety Compliance System(<https://foscoss.fssai.gov.in>) with your user id and password or call us at 1800112100 for any clarification.
2. This License is only to commence or carry on food businesses and not for any other purpose.
3. This is computer generated license and doesn't require any signature or stamp by authority.

Product Annexure



Form C
Government of India
Food Safety and Standards Authority of India
License under FSS Act, 2006



अनुज्ञप्ति संख्या / License Number: 12723999000177

Kind Of Business: Manufacturer - General Manufacturing

Production Capacity(MT / Day): 420

| Sl.No. | Food Category | Sub-Food Category | Product | Kind of Business |
|--------|--|---|--------------------------------------|--------------------------------------|
| 1 | 12 - Salts, spices, soups, sauces, salads and protein products | 12.2 - Herbs, spices, seasonings, and condiments | Curry Powder [12.2.1] | Repacker - General Manufacturing |
| 2 | 12 - Salts, spices, soups, sauces, salads and protein products | 12.2 - Herbs, spices, seasonings, and condiments | Fenugreek (Methi) [12.2.1] | Repacker - General Manufacturing |
| 3 | 12 - Salts, spices, soups, sauces, salads and protein products | 12.2 - Herbs, spices, seasonings, and condiments | Cinnamon (Dalchini) [12.2.1] | Repacker - General Manufacturing |
| 4 | 06 - Cereals and cereal products, derived from cereal grains, from roots and tubers, pulses, legumes and pith or soft core of palm tree, excluding bakery wares of food category 7.0 | 06.2 - Flours and starches (including soybean powder) | Maida (Refined Wheat Flour) [06.2.1] | Manufacturer - General Manufacturing |
| 5 | 12 - Salts, spices, soups, sauces, salads and protein products | 12.2 - Herbs, spices, seasonings, and condiments | Ajowan (Bishops seed) [12.2.1] | Repacker - General Manufacturing |
| 6 | 12 - Salts, spices, soups, sauces, salads and protein products | 12.2 - Herbs, spices, seasonings, and condiments | Fennel (Saunf) [12.2.1] | Repacker - General Manufacturing |
| 7 | 12 - Salts, spices, soups, sauces, salads and protein products | 12.2 - Herbs, spices, seasonings, and | Cumin (Zeera, Kalonji) [12.2.1] | Repacker - General Manufacturing |

| Sl.No. | Food Category | Sub-Food Category | Product | Kind of Business |
|--------|--|---|---|--------------------------------------|
| | | condiments | | |
| 8 | 12 - Salts, spices, soups, sauces, salads and protein products | 12.2 - Herbs, spices, seasonings, and condiments | Cardamom (Elaichi) [12.2.1] | Repacker - General Manufacturing |
| 9 | 06 - Cereals and cereal products, derived from cereal grains, from roots and tubers, pulses, legumes and pith or soft core of palm tree, excluding bakery wares of food category 7.0 | 06.2 - Flours and starches (including soybean powder) | Atta [06.2.1] | Manufacturer - General Manufacturing |
| 10 | 12 - Salts, spices, soups, sauces, salads and protein products | 12.2 - Herbs, spices, seasonings, and condiments | Aniseed (Saunf) [12.2.1] | Repacker - General Manufacturing |
| 11 | 12 - Salts, spices, soups, sauces, salads and protein products | 12.2 - Herbs, spices, seasonings, and condiments | Cassia (Taj) [12.2.1] | Repacker - General Manufacturing |
| 12 | 12 - Salts, spices, soups, sauces, salads and protein products | 12.2 - Herbs, spices, seasonings, and condiments | Caraway (Siahjira) [12.2.1] | Repacker - General Manufacturing |
| 13 | 06 - Cereals and cereal products, derived from cereal grains, from roots and tubers, pulses, legumes and pith or soft core of palm tree, excluding bakery wares of food category 7.0 | 06.2 - Flours and starches (including soybean powder) | Semolina (Suji or Rawa) [06.2.1] | Manufacturer - General Manufacturing |
| 14 | 11 - Sweeteners, including honey | 11.1 - Refined and raw sugars | Refined Sugar [11.1.1] | Repacker - General Manufacturing |
| 15 | 12 - Salts, spices, soups, sauces, salads and protein products | 12.2 - Herbs, spices, seasonings, and condiments | Mixed Masala [12.2.1] | Repacker - General Manufacturing |
| 16 | 12 - Salts, spices, soups, sauces, salads and protein products | 12.2 - Herbs, spices, seasonings, and | Chillies and Capsicum (Lal Mirchi) [12.2.1] | Repacker - General Manufacturing |

| Sl.No. | Food Category | Sub-Food Category | Product | Kind of Business |
|--------|--|---|---|----------------------------------|
| | | condiments | | |
| 17 | 06 - Cereals and cereal products, derived from cereal grains, from roots and tubers, pulses, legumes and pith or soft core of palm tree, excluding bakery wares of food category 7.0 | 06.1 - Whole, broken, or flaked grain, including rice | Pulses (Lentil (Masur), Black gram (Urd), Green gram (Moong), Bengal gram (Chana or Chick pea) or Kabuli chana or Chhole or (green chick pea) hara chana, Red gram (Arhar), Horse gram (Kulthi), Field bean (Black, Brown, White), Sem, Peas dry (Matra), Soybean, Rajmah or Double beans or Broad beans or Black beans, Lobia or black eyed beans or black eyed white lobia, Moth bean (matki)) [06.1] | Repacker - General Manufacturing |
| 18 | 06 - Cereals and cereal products, derived from cereal grains, from roots and tubers, pulses, legumes and pith or soft core of palm tree, excluding bakery wares of food category 7.0 | 06.1 - Whole, broken, or flaked grain, including rice | Any other foodgrains [06.1] | Repacker - General Manufacturing |
| 19 | 12 - Salts, spices, soups, sauces, salads and protein products | 12.2 - Herbs, spices, seasonings, and condiments | Mustard (Rai, Sarson) [12.2.1] | Repacker - General Manufacturing |
| 20 | 11 - Sweeteners, including honey | 11.1 - Refined and raw sugars | Misri [11.1.5] | Repacker - General Manufacturing |
| 21 | 12 - Salts, spices, soups, sauces, salads and protein products | 12.2 - Herbs, spices, seasonings, and condiments | Poppy (Khas Khas) [12.2.1] | Repacker - General Manufacturing |
| 22 | 12 - Salts, spices, soups, sauces, salads and protein products | 12.2 - Herbs, spices, seasonings, and condiments | Cloves (Laung) [12.2.1] | Repacker - General Manufacturing |
| 23 | 12 - Salts, spices, soups, sauces, salads and protein products | 12.2 - Herbs, spices, seasonings, and condiments | Dried Mango Powder (Amchur) [12.2.1] | Repacker - General Manufacturing |
| 24 | 12 - Salts, spices, soups, sauces, salads and protein products | 12.2 - Herbs, spices, seasonings, and condiments | Nutmeg (Jaiphal) [12.2.1] | Repacker - General Manufacturing |

| Sl.No. | Food Category | Sub-Food Category | Product | Kind of Business |
|--------|--|---|---|--------------------------------------|
| 25 | 12 - Salts, spices, soups, sauces, salads and protein products | 12.2 - Herbs, spices, seasonings, and condiments | Asafoetida (Hing or Hingra) [12.2.1] | Repacker - General Manufacturing |
| 26 | 12 - Salts, spices, soups, sauces, salads and protein products | 12.2 - Herbs, spices, seasonings, and condiments | Turmeric (Haldi) [12.2.1] | Repacker - General Manufacturing |
| 27 | 12 - Salts, spices, soups, sauces, salads and protein products | 12.2 - Herbs, spices, seasonings, and condiments | Mace (Jaipatri) [12.2.1] | Repacker - General Manufacturing |
| 28 | 12 - Salts, spices, soups, sauces, salads and protein products | 12.2 - Herbs, spices, seasonings, and condiments | BLACK, WHITE & GREEN (BWG) PEPPERS [12.2.1] | Repacker - General Manufacturing |
| 29 | 12 - Salts, spices, soups, sauces, salads and protein products | 12.2 - Herbs, spices, seasonings, and condiments | Coriander (Dhania) [12.2.1] | Repacker - General Manufacturing |
| 30 | 12 - Salts, spices, soups, sauces, salads and protein products | 12.2 - Herbs, spices, seasonings, and condiments | TEJPAT [12.2.1] | Repacker - General Manufacturing |
| 31 | 06 - Cereals and cereal products, derived from cereal grains, from roots and tubers, pulses, legumes and pith or soft core of palm tree, excluding bakery wares of food category 7.0 | 06.2 - Flours and starches (including soybean powder) | Besan [06.2.1] | Repacker - General Manufacturing |
| 32 | 06 - Cereals and cereal products, derived from cereal grains, from roots and tubers, pulses, legumes and pith or soft core of palm tree, excluding bakery wares of food category 7.0 | 06.2 - Flours and starches (including soybean powder) | Wheat bran [6.2.1] | Manufacturer - General Manufacturing |
| 33 | 04 - Fruits and vegetables (including mushrooms and fungi, roots and tubers, fresh pulses and | 04.1 - Fruits | Murabba [04.1.2.7] | Repacker - General Manufacturing |

| Sl.No. | Food Category | Sub-Food Category | Product | Kind of Business |
|--------|--|---|--|----------------------------------|
| | legumes, and aloe vera), seaweeds, and nuts and seeds | | | |
| 34 | 04 - Fruits and vegetables (including mushrooms and fungi, roots and tubers, fresh pulses and legumes, and aloe vera), seaweeds, and nuts and seeds | 04.1 - Fruits | Pickles (made from Fruits) [04.1.2.3] | Repacker - General Manufacturing |
| 35 | 04 - Fruits and vegetables (including mushrooms and fungi, roots and tubers, fresh pulses and legumes, and aloe vera), seaweeds, and nuts and seeds | 04.1 - Fruits | Mango Chutney [04.1.2.6] | Repacker - General Manufacturing |
| 36 | 04 - Fruits and vegetables (including mushrooms and fungi, roots and tubers, fresh pulses and legumes, and aloe vera), seaweeds, and nuts and seeds | 04.1 - Fruits | Pickles (made from Fruits) [04.1.2.10] | Repacker - General Manufacturing |
| 37 | 06 - Cereals and cereal products, derived from cereal grains, from roots and tubers, pulses, legumes and pith or soft core of palm tree, excluding bakery wares of food category 7.0 | 06.2 - Flours and starches (including soybean powder) | Roasted Bengal Gram Flour (Chana Sattu) [6.2.1] | Repacker - General Manufacturing |
| 38 | 06 - Cereals and cereal products, derived from cereal grains, from roots and tubers, pulses, legumes and pith or soft core of palm tree, excluding bakery wares of food category 7.0 | 06.1 - Whole, broken, or flaked grain, including rice | Durum Wheat [06.1] | Repacker - General Manufacturing |
| 39 | 12 - Salts, spices, soups, sauces, salads and protein products | 12.1 - Salt and salt substitutes | Edible Common Salt [12.1.1] | Repacker - General Manufacturing |
| 40 | 12 - Salts, spices, soups, sauces, salads and protein products | 12.1 - Salt and salt substitutes | Salt Substitutes [12.1.2] | Repacker - General Manufacturing |
| 41 | 04 - Fruits and vegetables (including mushrooms and fungi, roots and tubers, fresh pulses and | 04.1 - Fruits | Candied, Crystallised And Glazed Fruit / Vegetable / Rhizome / Fruit Peel [04.1.2.7] | Repacker - General Manufacturing |

| Sl.No. | Food Category | Sub-Food Category | Product | Kind of Business |
|--------|--|---|---|----------------------------------|
| | legumes, and aloe vera), seaweeds, and nuts and seeds | | | |
| 42 | 06 - Cereals and cereal products, derived from cereal grains, from roots and tubers, pulses, legumes and pith or soft core of palm tree, excluding bakery wares of food category 7.0 | 06.4 - Pastas and noodles and like products | Macaroni Products (Pasta Products) [06.4.2] | Repacker - General Manufacturing |
| 43 | 06 - Cereals and cereal products, derived from cereal grains, from roots and tubers, pulses, legumes and pith or soft core of palm tree, excluding bakery wares of food category 7.0 | 06.4 - Pastas and noodles and like products | Macaroni Products (Instant noodle) [06.4.3] | Repacker - General Manufacturing |
| 44 | 06 - Cereals and cereal products, derived from cereal grains, from roots and tubers, pulses, legumes and pith or soft core of palm tree, excluding bakery wares of food category 7.0 | 06.3 - Breakfast cereals, including rolled oats | Oat Products [06.3] | Repacker - General Manufacturing |
| 45 | 06 - Cereals and cereal products, derived from cereal grains, from roots and tubers, pulses, legumes and pith or soft core of palm tree, excluding bakery wares of food category 7.0 | 06.3 - Breakfast cereals, including rolled oats | Breakfast Cereal [6.3] | Repacker - General Manufacturing |
| 46 | 06 - Cereals and cereal products, derived from cereal grains, from roots and tubers, pulses, legumes and pith or soft core of palm tree, excluding bakery wares of food category 7.0 | 06.3 - Breakfast cereals, including rolled oats | Fruit/Vegetable, Cereal Flakes [06.3] | Repacker - General Manufacturing |

Validation And Renewal Annexure



Form C
Government of India
Food Safety and Standards Authority of India
License under FSS Act, 2006



अनुज्ञप्ति संख्या / License Number: **12723999000177**

| Validity From | Validity Upto | Issued On | Fee Paid | Type | Issuing Authority |
|---------------|---------------|------------|-----------|--------------|-----------------------------|
| 01-03-2023 | 29-02-2028 | 01-03-2023 | 44250 INR | New | Central Licensing Authority |
| 01-03-2023 | 29-02-2028 | 23-12-2023 | 1180 INR | Modification | Central Licensing Authority |

Suspension History

| S.No | History | Date |
|------|---------|------|
| N/A | | |

Current Status of License: License Issued

Note:

1. Application for renewal of License can be filed as early as 180 days prior to expiry date of License. You can file application for renewal or modification of License by login into FSSAI's Food Safety Compliance System(<https://foscos.fssai.gov.in>) with your user id and password or call us at 1800112100 for any clarification.
2. FSSAI vide order number 15(31)2020/FoSCoS/RCD/FSSAIpt1-Part(4) dated 11th January 2023 allowed Instant Renewal of License / Registration.
3. FSSAI vide order number 15(31)2020/FoSCoS/RCD/FSSAI dated 29th October 2021 has allowed the renewal of Licenses / Registration till 180 days of the expiry date subject to payment of penalty.
4. Modification* (if any) denotes the change in the Authority. Issuing Authority mentioned along with Modification* is the Jurisdictional Authority with effect from the date of issuance of modified license.

Non-Form C Annexure



Government of India
Food Safety and Standards Authority of India
License under FSS Act, 2006



अनुज्ञप्ति संख्या / License Number: **12723999000177**

Person in charge of operations

| | | | |
|--------------|--|-----------------------|------------------------|
| Name: | VIJAYRAJ JOTIRAM SURYAWANSHI | Qualification: | MSC in Food Technology |
| Contact No: | N/A | Mobile No: | 7652065795 |
| Email-ID: | vijayrajmiller.sap@shyamgroup.org | | |
| Address : | Asthana Apartment, 22/1 Stretchy Road, Civilines | | |
| State: | Uttar Pradesh | District: | Prayagraj |
| Pin Code: | 211001 | Photo Id Card: | Aadhar Card |
| Photo Id No: | 691944609413 | Photo Id Expiry Date: | N/A |
| FoSTaC No: | Not Provided | | |

Person responsible for complying with conditions of license(The person must be same as mentioned in Form IX, as per FSS Regulations, 2011)

| | | | |
|--------------|--|-----------------------|-------------|
| Name: | AJAY SHARMA | Qualification: | GRADUATE |
| Contact No: | N/A | Mobile No: | 7080202901 |
| Email-ID: | ajay.gm.sgs@shyamgroup.org | | |
| Address : | Y-502,Ansal Apartment,Ram Janki Mandir,Stretchy Road | | |
| State: | Uttar Pradesh | District: | Prayagraj |
| Pin Code: | 211001 | Photo Id Card: | Aadhar Card |
| Photo Id No: | 562686618517 | Photo Id Expiry Date: | N/A |

Place / स्थान: FSSAI Delhi

Designated Officer

Issued On / दिनांक: 23-12-2023 (Modified License)

Note: Any change in above details shall be immediately communicated to authorities. You can apply for modification of license for updation of details without any cost through Food Safety Compliance System (<https://foscoss.fssai.gov.in>)

Condition of License

All Food Business operators shall ensure that the following conditions are complied with at all times during the course of its Food Business.

Food Business Operators Shall:

1. Display a true copy of the license granted in Form C shall at all time at a prominent place in the premises.
2. Give necessary access to licensing authorities or their authorized personnel to the premises.
3. Inform authorities about any change or modifications in activities.
4. Employ at least one technical person to supervise the production process. The person supervising the production process shall possess at least a degree in science with Chemistry/ Bio-chemistry/ Food and nutrition/ Microbiology or a degree or diploma in Food Technology/ Dairy Technology/ Dairy Microbiology/ Dairy chemistry/ Dairy engineering/ Oil technology/ Veterinary science/ Hotel management & Catering technology or any degree or diploma in any other discipline related to the specific requirement of the business from a recognized university or institute or equivalent.
5. Furnish periodic annual return 1st April to 31 st March, with in 31 st May of each year. For collection/ handling/manufacturing of milk and milk product half yearly return also to be furnished as specified.
6. Ensure that no product other than the product indicated in the license / registration is produced in the unit.
7. Maintain factory's sanitary and hygienic standards and workers hygiene as specified in the schedule-4 according to the category of food business.
8. Maintain daily records of production, raw materials utilization and sales separately.
9. Ensure that the source and standards of raw material used are of optimum quality.
10. Food business operator shall not manufacture , store or expose for sale or permit the sale of any article of food in any premises not effectively separated to the satisfaction of the licensing authority from any privy, urine, sullage ,drain or place of storage of foul and waste matter
11. Ensure clean-in-place system (whatever necessary) for regular cleaning of machine & equipment.
12. Ensure testing of relevant chemical and/or microbiological contaminants in food products in accordance with these regulation as frequency as required on the basis of historical data and risk assessment to ensure production and delivery of safe food through own or NABL accredited/ FSSAI recognized labs atleast once in six month.
13. Ensure that as much as possible the required temperature shall be maintained throughout the supply chain from the place of procurement or sourcing till it reaches the end consumer including chilling, transportation, storage etc.
14. The Manufacturer/ Importer/ Distributer shall buy and sell food products only from, or to , licensed / registered vendors and maintain record thereof.

Other Condition

1. Proprietors of hotels, restaurants and other food stalls who sell or expose for sale savouries, sweets or other article of food shall put up a notice board containing separates lists of the articles which have been cooked in ghee, edible oil, vanaspati and other fats for the information of the intending purchasers.
2. Food business operator selling cooked or prepared food shall display a notice board containing the nature of articles being exposed for sale.
3. Every manufacture (including ghani operator) or wholesale dealer in butter ,ghee ,vanaspti ,edible oils, solvent extracted oil, de oiled meal, edible flour and any other fats shall minimum a register showing the quantity of manufactured, received or sold, nature of oil seed used and quantity of de oiled meal and edible flour used etc. as applicable and the destination of each consignment of the substances sent out from his factory or place of business, and shall present such register for inspection whenever required to do so by the licensing authority.
4. No producer or manufacturer or vegetable oil ,edible oil and their products shall be edible for license under this act ,unless he has own laboratory facility for analytical testing of samples
5. Every sale and movement of stocks of solvents- extracted oil ,'semi refined' or 'raw grade I' , edible groundnut flour or edible coconut flour ,or both by the producer shall be a sale or movement of stocks directly to a registered user and not to any other person ,and no such sale or movement shall be effected through any third party.
6. Every quantity of solvent-extracted oil ,edible groundnut flour or edible coconut flour ,or both purchased by a registered user shall be used by him in his own factory entirely for the purpose intended and shall not be re-sold or otherwise transferred to any other person :
Provided that nothing in this sub-clause shall apply to the sale or movement of the following:-
 1. Karanjia oil
 2. Kusum oil
 3. Mahua oil
 4. Neem oil
 5. Tamarind seed oil
 6. Edible groundnut flour bearing the I.S.I certification mark
 7. Edible coconut flour bearing the I.S.I certificate mark
7. No food business operator shall sell or distribute or offer for sale or dispatch or deliver to any person for purpose of sale any edible oil which is not packed, marked and labeled in the manner specified in the regulations unless specifically exempted from this condition vide notification in the official Gazette issued in the public interest by food safety commissioners in specific circumstances and for a specific period and for reason to be recorded in writing.

NEW MOUNT TRADING & INVESTMENT CO. LTD.

24 ANNEXURE-3

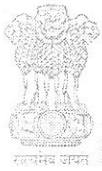
EXTRACT FROM THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF M/S NEW MOUNT TRADING & INVESTMENT COMPANY LIMITED, HELD AT ITS REGISTERED OFFICE OF THE COMPANY AT 26, JAWAHAR LAL NEHRU ROAD, 2ND FLOOR, SUIT NO.22, KOLKATA-87, THOROUGH VC ON THURSDAY 07TH MARCH 2025 AT 11:00 A.M.

RESOLVED, in continuation of earlier resolution dated 26.12.2024, that the Consent Affidavit dated 10.01.2025 filed by Mr. Vibhav Agrahari, Director, in the capacity of creditor of SBW Udyog Limited for the aggregate outstanding dues amounting to Rs.4,20,24,505 (including the dues of its Unit- Shyam Agro Products, amounting to Rs.1,07,643/-as on 30.09.2024 approving the proposed Scheme of Arrangement between SBW Udyog Ltd and SBW Unity Private Limited, and giving consent for dispensation of formal meeting of unsecured creditors, pursuant to the authority vested in him vide resolution dated 26.12.2024, and is hereby approved, and he is hereby further authorized to file Additional Affidavit clarifying the points raised by the Hon'ble National Company Law Tribunal, Allahabad Bench, in its Order dated 06.03.2025 passed in the matter of Company Application (CAA) 05 of 2025 so far as the same pertain to the consent affidavit dated 10.01.2025 filed by him.

Anup Kumar Rungta
Chairman
Certified to be true copy
For New Mount Trading & Investment Co. Ltd.



(Jamnotri Gupta)
Director
DIN00118639



INDIA NON JUDICIAL

Government of Uttar Pradesh



IN-UP38603483656209X

e-Stamp

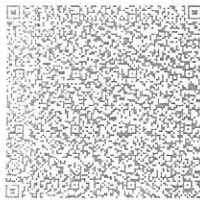
SA -3

25

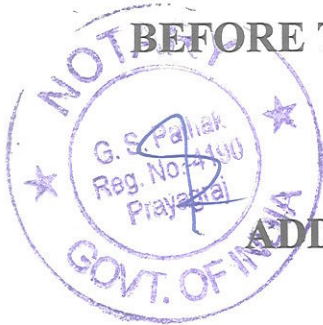
Certificate No. : IN-UP38603483656209X
Certificate Issued Date : 10-Mar-2025 12:58 PM
Account Reference : NEWIMPACC (SV)/ up14347504/ PRAYAGRAJ SADAR UP AHD
Unique Doc. Reference : SUBIN-UPUP1434750474420802450867X
Purchased by : VIDUP AGRAHARI PARTNER SHYAM ENTERPRISES
Description of Document : Article 4 Affidavit
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : VIDUP AGRAHARI PARTNER SHYAM ENTERPRISES
Second Party : Not Applicable
Stamp Duty Paid By : VIDUP AGRAHARI PARTNER SHYAM ENTERPRISES
Stamp Duty Amount(Rs.) : 20
(Twenty only)

SANJAY PATEL
CODE-UP 14347504
LIC No. 755
District Court, Prayagraj
IN-UP38603483656209X

120320252020



Please write or type below this line



BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
BENCH AT ALLAHABAD

ADDITIONAL AFFIDAVIT ON BEHALF OF:
M/S SHYAM ENTERPRISES

COMPANY APPLICATION (CAA) No. 5 /ALD/2025

[Under sections 230/232 of the Companies Act, 2013]

(In Compliance with order dated 06.03.2025)

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate, and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
BENCH AT ALLAHABAD

ADDL. AFFIDAVIT ON BEHALF OF:

M/S SHYAM ENTERPRISES

IN THE MATTER OF:

COMPANY APPLICATION (CAA) No. 05/2025

1. SBW UDYOG LTD

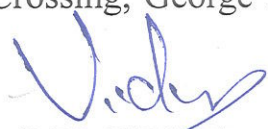
..... DEMERGED/TRANSFEROR COMPANY

2. SBW UNITY PRIVATE LTD

..... RESULTING/ TRANSFEREE COMPANY

..... APPLICANTS

AFFIDAVIT OF Vidup Agrahari, son of Late Shyama Charan Gupta, aged about 55 Years, resident of 44, Thornhill Road, Near Balson Crossing, George Town, Allahabad, UP-211002.


(DEPONENT)

I, the deponent above-named, make oath and say as under-

1. That I am a Partner of M/s Shyam Enterprises (which is a Partnership Firm) and fully acquainted with the facts deposed below.

2. That I, as Partner of M/s Shyam Enterprises, have submitted Affidavit dated 01.01.2025 giving approval on behalf of the above Firm (as Creditor of SBW Udyog Ltd), to the proposed Scheme of Arrangement between SBW Udyog Ltd and SBW Unity Private Limited.

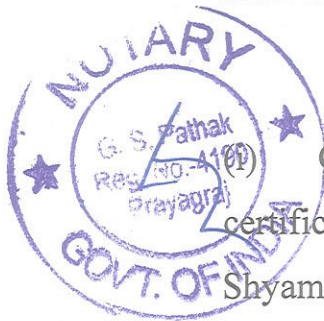




3. That in the above Affidavit, the amount of outstanding dues owed by SBW Udyog Ltd to M/s Shyam Enterprises as on 30.09.2024 has been shown as **Rs. 2,01,41,611** (as per Annexure- A to the said Affidavit). I state that this amount represents the aggregate dues outstanding in the following accounts maintained for business transactions with different Divisions of SBW Udyog Ltd.

| Account Description/ Nature | O/s Dues |
|---|-------------------------------|
| (i) Shyam Dairy Products (Milk Purchase) [which is a Unit of M/s Shyam Enterprises] (For supply of milk to Head Office of SBW Udyog Ltd) | Rs. 95,040 |
| (ii) M/s Shyam Enterprises (For lease rent for Warehouse taken on lease by SBW Udyog Ltd) | Rs. 11,27,520 |
| (iii) Shyam Dairy Products (For purchase of Dairy Products by SBW Udyog Ltd as Distributor in the State of Jharkhand) | Rs. 1,07,34,289 |
| (iv) Shyam Dairy Products (For purchase of Dairy Products by SBW Udyog Ltd as Distributor in the State of West Bengal) | Rs. 81,84,762 |
| TOTAL DUES | <u>Rs. 2,01,41,611</u> |

4. That I state that "Shyam Dairy Products" is a unit of the Partnership Firm "M/s Shyam Enterprises". It is a part of M/s Shyam Enterprises and it does not have any independent legal entity. In support of this fact, the deponent is annexing herewith the following documents:



Copy of the Partnership Deed dated 18.09.2020 with Copy of registration certificate. In Clause 2 of the above Partnership Deed it is clearly mentioned that Shyam Dairy Products is a unit of M/s Shyam Enterprises.

Under

ANNEXURE -1.

28

(ii) Copy of Licence dated 23.09.2024 issued by Food Safety and Standards Authority of India under FSS Act, 2006 in which Shyam Dairy Products has been clearly shown as Unit of Shyam Enterprises.

ANNEXURE-2.

5. That I, as Partner of M/s Shyam Enterprises, reaffirm that the approval to the Scheme of Arrangement given vide the earlier Affidavit dated 10.01.2025 applies to the outstanding dues as per details given in Para 3 above which are owed by SBW Udyog Ltd to M/s Shyam Enterprises (including its Unit – Shyam Dairy Products).

I, the deponent above-named, verify on oath that the contents of Paragraphs nos. 1 to 5 of this Affidavit are true to my knowledge; no part of this Affidavit is false and no material fact has been concealed therein. SO HELP ME GOD.


(DEPONENT)

Duly sworn and affirmed before Notary:



SOLEMNLY AFFIRMED BEFORE ME
On 10.3.25 at 11:00 AM/PM
Sri/Smt. Upendra Singh
Identified by Mr. Upendra Singh
be his/her Affidavit as True & Correct which
on verified and correct

G. S. Pathak
Public Notary
Ald., Prayagraj (U.P.)

Sign. Identified By
10.3.25

प्रमाण-पत्र क्रमांक 20568

फर्म निबंधक, उत्तर प्रदेश के कार्यालय में



सर्व श्री २ भाग २ एल एमएस

५५ भार्गविल रोड एमएस

के मामले में, मे

एतद्वारा प्रमाणित करता हूँ कि निम्नांकित लेख्य 1932 के इंडियन पार्टनरशिप

एक्ट संख्या 9 के उपबन्धों के अनुसरण में आज दिनांक यथा विधि निविष्ट और

निबद्ध किये गये हैं।

आ प्रकीर्त फर्म के अधिन के फर्स्टिंग फील्ड पर
 फर्म के व्योस का विवरण पत्र (फॉर्म 51A)

मेरे हस्ताक्षर और मुहर से आज के दिनांक 22/12/20 को दिया गया।



उत्तर प्रदेश सरकार
 प्रमाणित करने वाला
 प्रशासक

शुल्क रु० 500/-

संख्या 1622

पंजीकरण संख्या A-1178

दिनांक 30/12/2020

श्री श्री अमरेश्वरी शुक्ला / श्रीमती

२ भाग २ एल एमएस

५५ भार्गविल रोड एमएस

दिनांक

के संदर्भ में प्रेषित।

उत्तर प्रदेश सरकार
 प्रमाणित करने वाला
 प्रशासक

गी०एस०यू०पी०-ए०पी० 4 सो० पार्क एवं गिदरा-21-11-2014-(1376)-40,000 प्रतियां (को/टी०/ऑफसेट)।



30



उत्तर प्रदेश UTTAR PRADESH

10 SEP 2020

AF 166134

PARTNERSHIP DEED OF RECONSTITUTED FIRM

This DEED OF PARTNERSHIP made this EIGHTEENTH day of SEPTEMBER in the year TWO THOUSAND TWENTY at Prayagraj (Allahabad)

BY AND AMONGST

1. **Smt. Jamnotri Gupta**, wife of Shri Shyama Charan Gupta, resident of 44, Thornhill Road, Prayagraj (Allahabad), hereinafter called the Party No.1 which expression unless repugnant to the context shall include her heirs, assigns and executors; and
2. **Shri. Vidup Agrahari**, son of Shri Shyama Charan Gupta, resident of 44, Thornhill Road, Prayagraj (Allahabad) hereinafter called the Party No.2 which expression unless repugnant of the context shall include his heirs, assigns and executors; and
3. **Shri. Vibhav Agrahari**, son of Shri Shyama Charan Gupta, resident of 44, Thornhill Road, Prayagraj (Allahabad), hereinafter called the Party No.3 which expression unless repugnant to the context shall include his heirs, assigns and executors; and
4. **M/s SBW Udyog Limited (CIN-U65921UP1985PLC007603)**, a Company incorporated under the provisions of the Companies Act, 1956 (Presently the Companies Act, 2013 in force) and having its

3A



उत्तर प्रदेश **UTTAR PRADESH**

Registered Office at 44, Thornhill Road, Prayagraj (Allahabad) presently represented by its

Director Smt. Deepika Agrahari, DIN : 00138556 wife of Shri Vibhav Agrahari, which expression unless repugnant to the context, shall include its successors and its permitted assigns.

WHEREAS Smt. Jamnotri Gupta, Shri. Vidup Agrahari, Shri. Vibhav Agrahari, Smt. Nilima Kailash Gupta and M/S SBW Udyog Ltd. had been carrying on the business in terms of deed of partnership executed on 2nd April, 2018.

WHEREAS PARTIES to the Deed dated 1st April 2000 executed an Addendum on 1st April, 2003 whereby they amended the object clause.

WHEREAS Smt. Jamnotri Gupta, Shri. Vidup Agrahari, Shri. Vibhav Agrahari and Smt. Nilima Kailash Gupta revised the terms of partnership and executed the Deed of Partnership on 1st April, 2004.

WHEREAS parties to the deed of partnership dated 1st April, 2004 agreed to diversify its business activities to Dairy Products and further agreed to induct M/s. New Mount Trading & Investment Co. Ltd. (hereinafter referred to as 'NMTICL') into partnership business by executing a Partnership Deed dated 1st April, 2006 so as to constitute the partnership.







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उत्तर प्रदेश UTTAR PRADESH Deed of partnership dated 1st April, 2006 have executed a Retirement Deed dated 31st March, 2018 to give effect to the retirement of NMTICL from partnership with effect from the close of business as on that date. OR 702234

Deed dated 31st March, 2018 to give effect to the retirement of NMTICL from partnership with effect from the close of business as on that date.

WHEREAS parties to the deed of partnership agreed to induct M/s. SBW Udyog Limited into partnership business so as to constitute a partnership among Smt. Jamnotri Gupta, Shri. Vidup Agrahari, Shri. Vibhav Agrahari, Smt. Nilima Kailash Gupta and M/s SBW Udyog Ltd. (hereinafter referred to as partners) with effect from 1st April, 2018.

AND WHEREAS Smt. Nilima Kailash Gupta W/o Sri Vidup Agrahari has expired on 16th September, 2020 which necessitate the reconstitution of the partnership deed

AND WHEREAS the partner of the fourth part Party No. 4 has vide their Board of Directors Resolution dated 18th September, 2020 approved the Draft of present Deed of Partnership and authorized Smt Deepika Agrahari, Director of the Company (DIN : 00138556) Party No 4 to sign the Deed of Partnership as approved by the Board and all other documents/ Undertakings as may be necessary and incidental in the matter.

WHEREAS the terms and conditions as have been agreed upon by the parties to this Deed with effect from 17th September, 2020, it has been considered necessary to reduce to writing and place in legal form the terms and conditions, the parties have agreed upon as mentioned hereunder.

(Signature) *(Signature)* *(Signature)* *(Signature)*



उत्तर प्रदेश UTTAR PRADESH

CB 702235

NOW THIS DEED WITNESSETH AND THE PARTIES HEREUNTO AGREE AS UNDER :

1. THAT the name of the firm is and shall be 'SHYAM ENTERPRISES' and the partnership business shall accordingly be carried on under the said name and style. Further business of Dairy Products under the name and style of 'SHYAM DAIRY PRODUCTS'.
2. THAT the principal place of business is and shall be at 44, Thornhill Road, Prayagraj (Allahabad) and its units under the name & style of "Shyam Dairy Products" are as under:
 - i) SHYAM DAIRY PRODUCTS, REWA ROAD, NH-27, DHANUHA, NEAR CHAKA BLOCK- PRAYAGRAJ (ALLAHABAD)- UTTARPRADESH- 211008.
 - ii) SHYAM DAIRY PRODUCTS, NEW GALLA MANDI ROAD, SATNA, MADHYA PRADESH- 485001.
3. THAT the firm may open branch or branches in its name or in such other name as the partners may from time to time mutually decide.
4. THAT the partnership as formed by Smt. Jamnotri Gupta, Shri Vidup Agrahari, Shri Vibhav Agrahari and M/s. SBW Udyog Limited, that is, party no. 1, 2, 3 and 4 respectively to this Deed has come into existence with effect from 17th September, 2020.

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]



उत्तर प्रदेश UTTAR PRADESH

CB 702236

5.1 THAT the principal business of the firm is and shall be :-

- a) to deal in the business of real estate, construction of godown, building etc. and to let out or lease on rent or hire the property so constructed;
- b) to construct and run cold storage, ice factory, biscuit factory and such other business(es) as is/are allied or incidental thereto;
- c) to deal in tendu leaves, tobacco and biri;
- d) to deal in all types of Detergents, Lubricants & Greases in any manner whatsoever;
- e) to deal in dairy and allied products by manufacturing, trading and dealing in any manner connected therewith.
- f) to do such other incidental business as may be required in furtherance of above incidental thereto.

5.2. THAT the firm can in addition to the business enumerated in clause 5.1 above, undertake and carry such other business or businesses as the partners may decide by mutual consent from time to time.

6. THAT the partnership is 'AT WILL' and shall be liable to terminate as the parties may mutually agree upon.

7. THAT the bank account(s) be maintained in any scheduled bank which shall be operated by any of the partner by giving instructions to the bank time to time. *The name of person who will be authorized to operate the bank account on behalf of SBW UDYOG LIMITED shall be decided by the Board of Directors of that Company.*

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

8. THAT the firm shall keep and maintain books of account of all dealings and transactions as per law and custom and the same shall be closed on 31st March each year.
- 9.1. THAT the partners have agreed that Smt. Jamnotri Gupta (Party No.1) shall be the working partner. The working partner shall keep herself actively engaged in conducting the business of the firm and shall look after the affairs of the firm to the best of her ability. The partners may by mutual consent and from time to time, make changes in the working partners, if the circumstances so warrant.
- 9.2. THAT the above named working partner shall be entitled to and paid salary by the firm @ Rs. 20,000/- p.m. However, if in any year book profit as defined in Explanations to Section 40(b) of the Income Tax Act, is Rs.3,00,000/- or less or in case there is a loss, the salary/remuneration payable to the working partner shall be restricted to the extent of 'Rs.1,50,000/- or 90% of the book profit, whichever is higher'. The salary/remuneration so payable shall be treated as a business expense of the firm and charged to the Profit & Loss Account of the firm.
- 9.3. That Party No. 4 i.e. SBW UDYOG LIMITED shall be represented by its director Smt. Deepika Agrahari in the conduct of business of the Firm or such other director as may be nominated by the Board of Directors of the said Partner from time to time.
10. THAT the working partner(s) shall be entitled to draw the salary/remuneration every month or at such intervals, as the working partner may opt from time to time, on estimated basis adjustable against the salary/remuneration finally computed at the close of the year.
11. THAT the book entries made in the Accounts of the firm providing for salary/remuneration payable to the working partner in terms of clause 9 and 10 above, shall by itself constitute an evidence with regard to the quantum of salary/remuneration paid/payable to the working partner under the authorisation of this DEED and by agreement and authority of the parties hereto.
12. THAT the profit/loss as determined after charging all the expenses of the business, depreciation, salary to the working partner shall be allocated in the following proportion :

| <u>Name</u> | <u>Profit</u> | <u>Loss</u> |
|-------------------------------------|---------------|-------------|
| Party No. 1 (Smt. Jamnotri Gupta) | 15% | 15% |
| Party No. 2 (Shri. Vidup Agrahari) | 30% | 30% |
| Party No. 3 (Shri. Vibhav Agrahari) | 15% | 15% |
| Party No. 4 (M/s. SBW Udyog Ltd.) | 40% | 40% |



13. THAT the firm can, for the purposes of its business, borrow money from any source(s) on such rate or rates of interest as may be decided by mutual consent of the partners from time to time.
14. THAT the firm's borrowings for the purposes of business of the firm shall be made in the name of the firm and same shall be truly and fully accounted for in the books of account maintained in regular course of business. Any borrowings made in violation of the procedure laid down hereinabove, shall not bind the firm and for that reason the parties hereunto in their respective capacities as partners.
15. Each partner shall employ himself/herself diligently in the business of partnership firm and shall be just and faithful to each other and shall render true accounts and full information of all things affecting the firm to the other partners.
16. THAT the following actions will be taken on behalf of the firm by a partner (including the working partner) only with the consent of all partners -
 - (1) to submit a dispute relating to the business of the Firm to arbitration;
 - (2) to open bank account on behalf of the Firm;
 - (3) to compromise or relinquish any claim or portion of a claim by the Firm;
 - (4) to withdraw a suit or proceeding filed on behalf of the Firm;
 - (5) to admit any liability in a suit or proceeding against the Firm;
 - (6) to acquire immovable property on behalf of the Firm;
 - (7) to sell, transfer, mortgage, charge or otherwise encumber or alienate or dispose of immovable property belonging to the Firm;
 - (8) to enter into partnership on behalf of the Firm;
 - (9) to acknowledge or revive any time-barred debt of the Firm;
 - (10) to admit or undertake any liability for and on account of the Firm except in the ordinary course of and for the purposes of business of the Firm.
17. In case pursuant to any winding up proceedings against the party of the forth part, the citation for winding up is issued/ordered by any court of law or where in case of insolvency or bankruptcy of the party of the first to fourth part, the said party shall be deemed to have retired from the partnership firm from the date of such citation or declaration of insolvency or bankruptcy as applicable. In such a case the accounts of the retiring partner shall be settled and paid within 90 days from the date of such retirement and the remaining partners shall be entitled to constitute the partnership firm and carry on the partnership business.

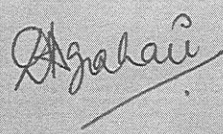
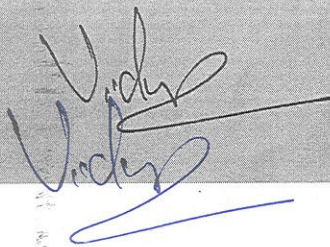
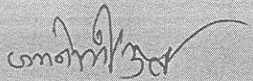
Amir Afzal

Vidur
Vidur

(H)

Azhar

18. THAT in case of succession of the party of the fourth part by any other company on account of amalgamation, merger or arrangement, the successor company of the party of the forth part shall be inducted into the partnership firm in its place and the partner so inducted shall be entitled to the same rights as were enjoyed by the party of the fourth part.
19. THAT in case of retirement, insolvency, death of / or withdrawal from partnership by any partner(s), remaining/surviving partner(s) may carry on business with such change or changes as he/she/they may decide and he/she/they may operate bank account and receive payments in respect of the partnership funds etc.
20. THAT the firm can give power of attorney to any person or persons for any spécial or general work of the firm and any act done bond-fide and within the terms of the power of attorney shall be binding on the firm.
21. THAT in case of any difference or dispute amongst the partners in relation to the partnership firm and/or its business which they are not able to mutually decide, the same shall be referred to arbitration for decision as per the provisions of the Arbitration and Conciliation Act. The parties hereto agree that with mutual consent appoint an Arbitrator and his (her) award shall be binding on the parties to the dispute.
22. THAT the partnership shall not dissolve upon the death or retirement or expulsion of any partner(s). The remaining partners, if not less than two, shall be entitled to carry on the business of the firm in it's name notwithstanding such retirement, expulsion or death, so long as the partners do not specifically decide to dissolve the firm.
23. THAT if any partner wishes to retire from the partnership, he shall have to give at least one month's notice in writing to all other partners. Upon the expiry of such notice period, the said partner shall cease to be a partner of the firm.
24. THAT upon retirement of any partner or reconstitution of the firm, Profit & Loss account shall be drawn at the end of financial year and share of all Partners shall be determined on proportionate basis. Any amount found due to such retiring partner as per accounts so drawn, shall be paid to him by the firm. It shall not be open to the retiring partner to question the accuracy of audited accounts of the firm and amount determined as due to him as per such audited accounts except in case of fraud by the continuing partners with the connivance of the Auditor. The retiring partner shall be entitled to receive his credit balance in cash/cheque/draft/electronic transfers or other similar modes and will not be entitled, as of right, to claim allotment of any specific property or assets of the firm in settlement of his dues. The retiring partner shall also not be entitled to claim any share in goodwill of the firm and on ceasing to be partner, he shall not be entitled to carry on any business in the name of the firm or any name similar thereto or to solicit the customers or persons who have been dealing with the firm before his retirement.



25. That in exceptional circumstances, where it is necessary to protect the reputation or business of the firm or for the smooth operations of the affairs of the firm, an erring partner may be expelled from the partnership with the unanimous decision of the other partners provided the Firm comprises of atleast three partners. Such expelled partner shall be treated as a retiring partner for settlement of accounts and for all other purposes.
26. THAT the firm or other partners shall not be liable for the personal debts or liabilities of any partner.
27. THAT the property of the firm shall be held and used by the partners exclusively for the purposes of the business of the firm. If any partner derives any profit for himself from any transactions of the firm or from the use of the property or business connection of the firm or the firm name, he shall account for the profit and pay it to the firm.
28. THAT no partner shall assign or transfer his rights and interests in the firm to any person without the consent of all other partners.
29. THAT in the event of the partnership being dissolved, the accounts shall be settled in accordance with the rules laid down in Section 48 of the Indian Partnership Act, 1932.
30. THAT each partner shall be just and faithful to all other partners and give full information and truthful explanation of all the matters concerning the affairs of the firm or having any material effect on the business or property of the firm and afford all reasonable assistance in carrying on the business of the firm for their mutual benefit.
31. THAT any terms of the partnership hereby created may be amended or varied only by a formal agreement executed by all the partners instead of regular partnership deed as they may decide.
32. THAT the partnership property and the goodwill of the firm, if any shall always belong to and vest in the continuing partners and no retiring partner(s) or the representative(s) of the deceased partner(s) shall have any interest or right or claim in such goodwill, if any on his/her/their retirement or death.
33. THAT all matters not specifically provided in this DEED shall be governed by the provisions of the Indian Partnership Act, 1932.



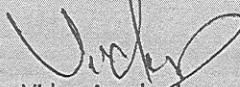





IN WITNESS WHEREOF THE PARTIES HEREUNTO have put their respective hands on this Deed of Partnership on 18th September, 2020 at Prayagraj (Allahabad).



Jamnotri Gupta

Party No. 1


Vidup Agrahari

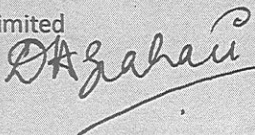
Party No. 2




Vibhuti Agrahari
Party No. 3

For SBW Udyog Limited

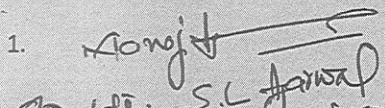
Deepika Agrahari
Director
DIN : 00138556

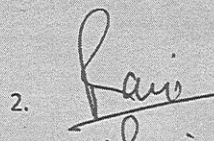


Authorised pursuant to Resolution passed by the Board of Directors of the Partner No. 4 Company at its Meeting held on 18th September, 2020

Party No.4

WITNESSES:

1. 
S/o Mr. S.L. Jaiswal
305A, Anandpur
Prayagraj (Allahabad)
211003
Aadhar No - 86564602361

2. 
(Ravi Barantani)
S/o. Chander Lal Barantani
19130 Lunkarvaig
Prayagraj (Allahabad)
211001
Aadhar: 202896160525



Form C
Government of Uttar Pradesh
Department of Food Safety and Drug Administration
Food Safety and Standards Authority of India
License under FSS Act, 2006



अनुज्ञप्ति संख्या / License Number: 12719005000311



- | | |
|---|--|
| 1. Name & Registered Office address of Licensee / अनुज्ञप्तिधारी के पंजीकृत कार्यालय का नाम और पता: | SHYAM DAIRY PRODUCTS (A UNIT OF SHYAM ENTERPRISES) SHYAM HOUSE, 44 THORNHILL ROAD, ALLAHABAD, Prayagraj, Uttar Pradesh-211002 |
| 2. Address of Authorized Premises / प्राधिकृत परिसरो का पता: | DHANUHA NEAR CHAKA BLOCK, REWA ROAD, Karchhana Tahsil, Prayagraj, Uttar Pradesh-212301 |
| 3. Kind of Business / कारोबार का प्रकार: | Trade/Retail - Transportation (having a number of specialized vehicles like insulated refrigerated van/ wagon and milk tankers etc.) |
| 4. Dairy Business Details / डेयरी कारोबार विवरण हेतु: | No |
| 5. Category of License / अनुज्ञप्ति का वर्ग: | State License |

This license is granted under and is subject to the provisions of FSS Act, 2006 all of which must be complied with by the licensee. / यह अनुज्ञप्ति खाद्य संरक्षा और मानक अधिनियम, 2006 के अधीन अनुदत्त की गई और वह अधिनियम के उपबंधों के अध्यादीन है जिनका अनुज्ञप्तिधारी द्वारा अवश्य पालन किया जाना चाहिए.

Place / स्थान: Prayagraj

Designated Officer

Issued On / दिनांक: 23-09-2024 (Renewal License)

Valid Upto: / वैधता: 09-10-2029 (For details, refer Annexure)

Annexures:

1. Product Annexure
2. Validity Annexure
3. Non-Form C Annexure
4. Conditions Of License

Note:

1. Application for renewal of License can be filed as early as 180 days prior to expiry date of License. You can file application for renewal or modification of License by login into FSSAI's Food Safety Compliance System(<https://foscos.fssai.gov.in>) with your user Id and password or call us at 1800112100 for any clarification.
2. This License is only to commence or carry on food businesses and not for any other purpose.
3. This is computer generated license and doesn't require any signature or stamp by authority.
4. Communications from FoSCoS are being sent to inxxxxxxxxxxxxxxxxcom , inxxxxxxxxxxxxxxxxcom , inxxxxxxxxxxxxxxxxcom and 99xxxxxx935 , 99xxxxxx935 , 99xxxxxx936.To update these details, visit

FoSCoS portal.

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Product Annexure



Form C
Government of Uttar Pradesh
Department of Food Safety and Drug Administration
Food Safety and Standards Authority of India
License under FSS Act, 2006



अनुज्ञप्ति संख्या / License Number: 12719005000311

Kind Of Business: Trade/Retail - Transportation (having a number of specialized vehicles like insulated refrigerated van/ wagon and milk tankers etc.)

| Sl.No. | Food Product Category |
|--------|--|
| 1 | 01 - Dairy products and analogues, excluding products of food category 2.0 |

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Validation And Renewal Annexure



Form C
Government of Uttar Pradesh
Department of Food Safety and Drug Administration
Food Safety and Standards Authority of India
License under FSS Act, 2006



अनुज्ञप्ति संख्या / License Number: 12719005000311

| Validity From | Validity Upto | Issued On | Fee Paid | Type | Issuing Authority |
|---------------|---------------|------------|-----------|---------|---------------------------|
| 10-10-2019 | 09-10-2024 | 10-10-2019 | 10000 INR | New | State Licensing Authority |
| 10-10-2024 | 09-10-2029 | 23-09-2024 | 10000 INR | Renewal | State Licensing Authority |

Suspension History

| S.No | History | Date |
|------|---------|------|
| | N/A | |

Current Status of License: License Issued

Note:

1. Application for renewal of License can be filed as early as 180 days prior to expiry date of License. You can file application for renewal or modification of License by login into FSSAI's Food Safety Compliance System(<https://foscos.fssai.gov.in>) with your user id and password or call us at 1800112100 for any clarification.
2. FSSAI vide order number 15(31)2020/FoSCoS/RCD/FSSAIpt1-Part(4) dated 11th January 2023 allowed Instant Renewal of License / Registration.
3. FSSAI vide order number 15(31)2020/FoSCoS/RCD/FSSAI dated 29th October 2021 has allowed the renewal of Licenses / Registration till 180 days of the expiry date subject to payment of penalty.
4. Modification* (if any) denotes the change in the Authority. Issuing Authority mentioned along with Modification* is the Jurisdictional Authority with effect from the date of issuance of modified license.

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Non-Form C Annexure



Government of Uttar Pradesh
Department of Food Safety and Drug Administration
Food Safety and Standards Authority of India
License under FSS Act, 2006



अनुज्ञप्ति संख्या / License Number: 12719005000311

Person in charge of operations

| | | | |
|--------------|------------------------|-----------------------|-------------|
| Name: | ANKIT KUMAR SRIVASTAVA | Qualification: | Diploma |
| Contact No: | N/A | Mobile No: | 9919804936 |
| Email-ID: | info@shyamdairy.com | | |
| Address : | KHARAU LI UNNAO | | |
| State: | Uttar Pradesh | District: | Unnao |
| Pin Code: | 229503 | Photo Id Card: | Aadhar Card |
| Photo Id No: | 231136506663 | Photo Id Expiry Date: | N/A |
| FoSTaC No: | Not Provided | | |

Person responsible for complying with conditions of license (The person must be same as mentioned in Form IX, as per FSS Regulations, 2011)

| | | | |
|--------------|------------------------|-----------------------|-------------|
| Name: | ANKIT KUMAR SRIVASTAVA | Qualification: | Diploma |
| Contact No: | N/A | Mobile No: | 9919804936 |
| Email-ID: | info@shyamdairy.com | | |
| Address : | KHARAU LI UNNAO | | |
| State: | Uttar Pradesh | District: | Unnao |
| Pin Code: | 229503 | Photo Id Card: | Aadhar Card |
| Photo Id No: | 231136506663 | Photo Id Expiry Date: | N/A |

Place / स्थान: Prayagraj

Designated Officer

Issued On / दिनांक: 23-09-2024 (Renewal License)

Note: Any change in above details shall be immediately communicated to authorities. You can apply for modification of license for updation of details without any cost through Food Safety Compliance System (<https://foscoss.fssai.gov.in>)

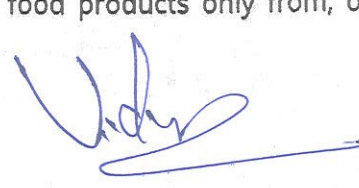
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Condition of License

All Food Business operators shall ensure that the following conditions are complied with at all times during the course of its Food Business.


Food Business Operators Shall:

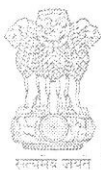
1. Display a true copy of the license granted in Form C shall at all time at a prominent place in the premises.
2. Give necessary access to licensing authorities or their authorized personnel to the premises.
3. Inform authorities about any change or modifications in activities.
4. Employ at least one technical person to supervise the production process. The person supervising the production process shall possess at least a degree in science with Chemistry/ Bio-chemistry/ Food and nutrition/ Microbiology or a degree or diploma in Food Technology/ Dairy Technology/ Dairy Microbiology/ Dairy chemistry/ Dairy engineering/ Oil technology/ Veterinary science/ Hotel management & Catering technology or any degree or diploma in any other discipline related to the specific requirement of the business from a recognized university or institute or equivalent.
5. Furnish periodic annual return 1st April to 31 st March, with in 31 st May of each year. For collection/ handling/manufacturing of milk and milk product half yearly return also to be furnished as specified.
6. Ensure that no product other than the product indicated in the license /registration is produced in the unit.
7. Maintain factory's sanitary and hygienic standards and workers hygiene as specified in the schedule-4 according to the category of food business.
8. Maintain daily records of production, raw materials utilization and sales separately.
9. Ensure that the source and standards of raw material used are of optimum quality.
10. Food business operator shall not manufacture , store or expose for sale or permit the sale of any article of food in any premises not effectively separated to the satisfaction of the licensing authority from any privy, urine, sullage ,drain or place of storage of foul and waste matter
11. Ensure clean-in-place system (whatever necessary) for regular cleaning of machine & equipment.
12. Ensure testing of relevant chemical and/or microbiological contaminants in food products in accordance with these regulation as frequency as required on the basis of historical data and risk assessment to ensure production and delivery of safe food through own or NABLaccredited/ FSSAI recognized labs atleast once in six month.
13. Ensure that as much as possible the required temperature shall be maintained throughout the supply chain from the place of procurement or sourcing till it reaches the end consumer including chilling, transportation, storage etc.
14. The Manufacturer/ Importer/ Distributer shall buy and sell food products only from, or to , licensed / registered vendors and maintain record thereof.



Other Condition

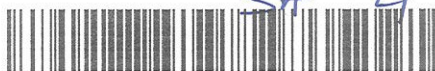
1. Proprietors of hotels, restaurants and other food stalls who sell or expose for sale savouries, sweets or other article of food shall put up a notice board containing separates lists of the articles which have been cooked in ghee, edible oil, vanaspati and other fats for the information of the intending purchasers.
2. Food business operator selling cooked or prepared food shall display a notice board containing the nature of articles being exposed for sale.
3. Every manufacture (including ghani operator) or wholesale dealer in butter ,ghee ,vanaspti ,edible oils, solvent extracted oil, de oiled meal, edible flour and any other fats shall minimum a register showing the quantity of manufactured, received or sold, nature of oil seed used and quantity of de oiled meal and edible flour used etc. as applicable and the destination of each consignment of the substances sent out from his factory or place of business, and shall present such register for inspection whenever required to do so by the llcensing authority.
4. No producer or manufacturer or vegetable oil ,edible oil and their products shall be edible for license under this act ,unless he has own laboratory facility for analytical testing of samples
5. Every sale and movement of stocks of solvents- extracted oil , 'semi refined' or 'raw grade I' , edible groundnut flour or edible coconut flour ,or both by the producer shall be a sale or movement of stocks directly to a registered user and not to any other person ,and no such sale or movement shall be effected through any third party.
6. Every quantity of solvent-extracted oil ,edible groundnut flour or edible coconut flour ,or both purchased by a registered user shall be used by him in his own factory entirely for the purpose intended and shall not be re-sold or otherwise transferred to any other person :
Provided that nothing in this sub-clause shall apply to the sale or movement of the following:-
 1. Karanjia oil
 2. Kusum oil
 3. Mahua oil
 4. Neem oil
 5. Tamarind seed oil
 6. Edible groundnut flour bearing the I.S.I certification mark
 7. Edible coconut flour bearing the I.S.I certificate mark
7. No food business operator shall sell or distribute or offer for sale or dispatch or deliver to any person for purpose of sale any edible oil which is not packed, marked and labeled in the manner specified in the regulations unless specifically exempted from this condition vide notification in the official Gazette issued in the public interest by food safety commissioners in specific circumstances and for a specific period and for reason to be recorded in writing.





INDIA NON JUDICIAL

Government of Uttar Pradesh

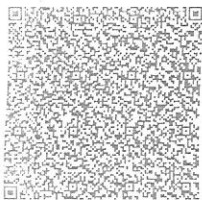


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e-Stamp

SA-4
SANJAY PATEL
CODE-UP 14347504
LIC No. 755
District Court, Prayagraj
Mob 9670236200

Certificate No. : IN-UP38601144976873X
Certificate Issued Date : 10-Mar-2025 12:58 PM
Account Reference : NEWIMPACC (SV)/ up14347504/ PRAYAGRAJ SADAR/ UP-AHD
Unique Doc. Reference : SUBIN-UPUP1434750474423579050519X
Purchased by : VIDUP AGRAHARI PARTNER SHYAM ENTERPRISES
Description of Document : Article 4 Affidavit
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : VIDUP AGRAHARI PARTNER SHYAM ENTERPRISES
Second Party : Not Applicable
Stamp Duty Paid By : VIDUP AGRAHARI PARTNER SHYAM ENTERPRISES
Stamp Duty Amount(Rs.) : 20
(Twenty only)



10.3.25

IN-UP38601144976873X

Please write or type below this line

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
BENCH AT ALLAHABAD**



**ADDITIONAL AFFIDAVIT ON BEHALF OF:
M/S SHYAM ENTERPRISES**

COMPANY APPLICATION (CAA) No. 5 /ALD/2025

[Under sections 230/232 of the Companies Act, 2013]

(In Compliance with order dated 06.03.2025)

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shclsestamp.com' or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
4. In case of any discrepancy please inform the Competent Authority.

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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
BENCH AT ALLAHABAD

ADDL. AFFIDAVIT ON BEHALF OF:
M/S SHYAM ENTERPRISES

IN THE MATTER OF:
COMPANY APPLICATION (CAA) No. 05/2025

1. SBW UDYOG LTD

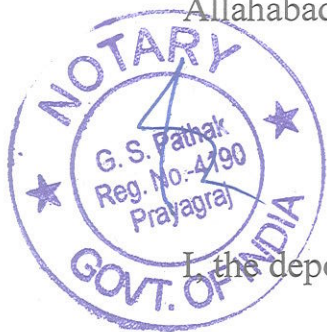
..... DEMERGED/TRANSFEROR COMPANY

2. SBW UNITY PRIVATE LTD

..... RESULTING/ TRANSFEREE COMPANY

..... APPLICANTS

AFFIDAVIT OF Vidup Agrahari, son of Late Shyama Charan Gupta, aged about 55 Years, resident of 44, Thornhill Road, Near Balson Crossing, George Town, Allahabad, UP-211002.




(DEPONENT)

I, the deponent above-named, make oath and say as under-

1. That I am a Partner of M/s Shyam Enterprises (which is Partnership Firm) and fully acquainted with the facts deposed below.

2. That I, as Partner of M/s Shyam Enterprises, have submitted Affidavit dated 30.01.2025 giving approval on behalf of the above Firm (as Creditor of SBW Udyog Ltd), to the proposed Scheme of Arrangement between SBW Udyog Ltd and SBW Unity Private Limited.



3. That in the above Affidavit, the amount of outstanding dues owed by SBW Udyog Ltd to M/s Shyam Enterprises as on 30.09.2024 has been shown as **Rs. 16,72,758 (as per Annexure- A to the said Affidavit)**. I state that this amount represents the aggregate dues outstanding in the following accounts maintained for business transactions with different Divisions of SBW Udyog Ltd.

| Account Description/ Nature | O/s Dues |
|--|-----------------------------|
| (i) Shyam Dairy Products (Ghee & SMP) [which is a Unit of M/s Shyam Enterprises] (For supply of Ghee and Skimed Milk Powder to Hotel Kanha Shyam, a unit of SBW Udyog Ltd) | Rs. 2,71,400 |
| (ii) Shyam Dairy Products (Milk) (For supply of milk to Hotel Kanha Shyam, a unit of SBW Udyog Ltd) | Rs. 13,78,958 |
| (iii) Shyam Dairy Products (Khowa) (For supply of Khowa to Hotel Kanha Shyam, a unit of SBW Udyog Ltd) | Rs. 22,400 |
| TOTAL DUES | <u>Rs. 16,72,758</u> |

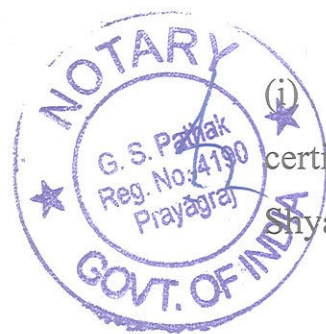
4. That I state that "Shyam Dairy Products" is a unit of the Partnership Firm "M/s Shyam Enterprises". It is a part of M/s Shyam Enterprises and it does not have any independent legal entity. In support of this fact, the deponent is annexing herewith the following documents:

(i) Copy of the Partnership Deed dated 18.09.2020 with Copy of registration certificate. In Clause 2 of the above Partnership Deed it is clearly mentioned that Shyam Dairy Products is a unit of M/s Shyam Enterprises.

ANNEXURE -1.

(ii) Copy of Licence dated 23.09.2024 issued by Food Safety and Standards Authority of India under FSS Act, 2006 in which Shyam Dairy Products has been clearly shown as Unit of Shyam Enterprises.

ANNEXURE-2.



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5. That I, as Partner of M/s Shyam Enerprises, reaffirm that the approval to the Scheme of Arrangement given vide the earlier Affidavit dated 30.01.2025 applies to the outstanding dues as per details given in Para 3 above which are owed by SBW Udyog Ltd to M/s Shyam Enterprises (including its Unit – Shyam Dairy Products).

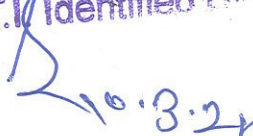
I, the deponent above-named, verify on oath that the contents of Paragraphs nos. 1 to 5 of this Affidavit are true to my knowledge; no part of this Affidavit is false and no material fact has been concealed therein. SO HELP ME GOD.




(DEPONENT)

Duly sworn and affirmed before Notary:



Sign./T.I. Identified By


10.3.21

SOLEMNLY AFFIRMED BEFORE ME
On 10.3.21 at 10.30 AM PM
Sri/Smt. 
Identified by Mr. 
be his/her Affidavit as True & Correct which
on verified and correct

G. S. Pathak
Public Notary
Alid., Prayagraj (U.P.)


10.3.21

फर्म निबंधक, उत्तर प्रदेश के कार्यालय में



सर्व श्री २ भाग इन्टर प्राइमरी

५५ भागिल रोड हमारा

के मामले में, मैं

एतद्वारा प्रमाणित करता हूँ कि निम्नांकित लेख्य, 1932 के इंडियन पार्टनरशिप एक्ट संख्या 9 के उपबन्धों के अनुसरण में आज दिन यथा विधि निविष्ट और निबद्ध किये गये हैं।

आ पत्रिका के विभाग के परीक्षक की द्वारा फर्म के व्योसों का विवरण पत्र (फार्म 31A)

मेरे हस्ताक्षर और मुहर से आज के दिनांक 22/12/20 को दिया गया।



फर्म निबंधक
उत्तर प्रदेश सरकार
प्रमाणित

शुल्क रु० 500/-

संख्या 1622

पंजीकरण संख्या A-1178

दिनांक 30/12/2020

श्री श्री जयमोघी गुप्ता / सतीश

२ भाग इन्टर प्राइमरी

५५ भागिल रोड हमारा को उनके पत्र संख्या

दिनांक के संदर्भ में प्रेषित।

फर्म निबंधक
उत्तर प्रदेश सरकार
प्रमाणित



उत्तर प्रदेश UTTAR PRADESH

PARTNERSHIP DEED OF RECONSTITUTED FIRM

This DEED OF PARTNERSHIP made this EIGHTEENTH day of SEPTEMBER in the year TWO THOUSAND TWENTY at Prayagraj (Allahabad)

BY AND AMONGST

1. Smt. Jamnotri Gupta, wife of Shri Shyama Charan Gupta, resident of 44, Thornhill Road, Prayagraj (Allahabad), hereinafter called the Party No.1 which expression unless repugnant to the context shall include her heirs, assigns and executors; and
2. Shri. Vidup Agrahari, son of Shri Shyama Charan Gupta, resident of 44, Thornhill Road, Prayagraj (Allahabad) hereinafter called the Party No.2 which expression unless repugnant of the context shall include his heirs, assigns and executors; and
3. Shri. Vibhav Agrahari, son of Shri Shyama Charan Gupta, resident of 44, Thornhill Road, Prayagraj (Allahabad), hereinafter called the Party No.3 which expression unless repugnant to the context shall include his heirs, assigns and executors; and
4. M/s SBW Udyog Limited (CIN-U65921UP1985PLC007603), a Company incorporated under the provisions of the Companies Act, 1956 (Presently the Companies Act, 2013 in force) and having its



उत्तर प्रदेश **UTTAR PRADESH**

Registered Office at 44, Thornhill Road, Prayagraj (Allahabad) presently represented by its

Director Smt. Deepika Agrahari, DIN : 00138556 wife of Shri Vibhav Agrahari, which expression unless repugnant to the context, shall include its successors and its permitted assigns.

WHEREAS Smt. Jamnotri Gupta, Shri. Vidup Agrahari, Shri. Vibhav Agrahari, Smt. Nilima Kailash Gupta and M/S SBW Udyog Ltd. had been carrying on the business in terms of deed of partnership executed on 2nd April, 2018.

WHEREAS PARTIES to the Deed dated 1st April 2000 executed an Addendum on 1st April, 2003 whereby they amended the object clause.

WHEREAS Smt. Jamnotri Gupta, Shri. Vidup Agrahari, Shri. Vibhav Agrahari and Smt. Nilima Kailash Gupta revised the terms of partnership and executed the Deed of Partnership on 1st April, 2004.

WHEREAS parties to the deed of partnership dated 1st April, 2004 agreed to diversify its business activities to Dairy Products and further agreed to induct M/s. New Mount Trading & Investment Co. Ltd. (hereinafter referred to as 'NMTICL') into partnership business by executing a Partnership Deed dated 1st April, 2006 so as to constitute the partnership.

Jamnotri Gupta

Vidup
Vidup

(Signature)

Agrahari



उत्तर प्रदेश UTTER PRADESH PARTIES TO THE deed of partnership dated 1st April, 2006 have executed a Retirement Deed dated 31st March, 2018 to give effect to the retirement of NMTICL from partnership with effect from the close of business as on that date. OR 702234

WHEREAS parties to the deed of partnership agreed to induct M/s. SBW Udyog Limited into partnership business so as to constitute a partnership among Smt. Jamnotri Gupta, Shri. Vidup Agrahari, Shri. Vibhav Agrahari, Smt. Nilima Kailash Gupta and M/s SBW Udyog Ltd. (hereinafter referred to as partners) with effect from 1st April, 2018.

AND WHEREAS Smt. Nilima Kailash Gupta W/o Sri Vidup Agrahari has expired on 16th September, 2020 which necessitate the reconstitution of the partnership deed

AND WHEREAS the partner of the fourth part Party No. 4 has vide their Board of Directors Resolution dated 18th September, 2020 approved the Draft of present Deed of Partnership and authorized Smt Deepika Agrahari, Director of the Company (DIN : 00138556) Party No 4 to sign the Deed of Partnership as approved by the Board and all other documents/ Undertakings as may be necessary and incidental in the matter.

WHEREAS the terms and conditions as have been agreed upon by the parties to this Deed with effect from 17th September, 2020, it has been considered necessary to reduce to writing and place in legal form the terms and conditions, the parties have agreed upon as mentioned hereunder.

Signature

Signature
Signature

Signature

Signature



उत्तर प्रदेश UTTAR PRADESH

CB 702235

NOW THIS DEED WITNESSETH AND THE PARTIES HEREUNTO AGREE AS UNDER :

1. THAT the name of the firm is and shall be 'SHYAM ENTERPRISES' and the partnership business shall accordingly be carried on under the said name and style. Further business of Dairy Products under the name and style of 'SHYAM DAIRY PRODUCTS'.
2. THAT the principal place of business is and shall be at 44, Thornhill Road, Prayagraj (Allahabad) and its units under the name & style of "Shyam Dairy Products" are as under:
 - i) SHYAM DAIRY PRODUCTS, REWA ROAD, NH-27, DHANUHA, NEAR CHAKA BLOCK- PRAYAGRAJ (ALLAHABAD)- UTTARPRADESH- 211008.
 - ii) SHYAM DAIRY PRODUCTS, NEW GALLA MANDI ROAD, SATNA, MADHYA PRADESH- 485001.
3. THAT the firm may open branch or branches in its name or in such other name as the partners may from time to time mutually decide.
4. THAT the partnership as formed by Smt. Jamnotri Gupta, Shri Vidup Agrahari, Shri Vibhav Agrahari and M/s. SBW Udyog Limited, that is, party no. 1, 2, 3 and 4 respectively to this Dèed has come into existence with effect from 17th September, 2020.

[Signature]

[Signature]
[Signature]

[Signature]

[Signature]

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उत्तर प्रदेश UTTAR PRADESH

CB 702236

5.1 THAT the principal business of the firm is and shall be :-

- to deal in the business of real estate, construction of godown, building etc. and to let out or lease on rent or hire the property so constructed;
- to construct and run cold storage, ice factory, biscuit factory and such other business(es) as is/are allied or incidental thereto;
- to deal in tendu leaves, tobacco and biri;
- to deal in all types of Detergents, Lubricants & Greases in any manner whatsoever;
- to deal in dairy and allied products by manufacturing, trading and dealing in any manner connected therewith.
- to do such other incidental business as may be required in furtherance of above incidental thereto.

5.2. THAT the firm can in addition to the business enumerated in clause 5.1 above, undertake and carry such other business or businesses as the partners may decide by mutual consent from time to time.

6. THAT the partnership is 'AT WILL' and shall be liable to terminate as the parties may mutually agree upon.

7. THAT the bank account(s) be maintained in any scheduled bank which shall be operated by any of the partner by giving instructions to the bank time to time. *The name of person who will be authorized to operate the bank account on behalf of SBW UDYOG LIMITED shall be decided by the Board of Directors of that Company.*

[Signature]


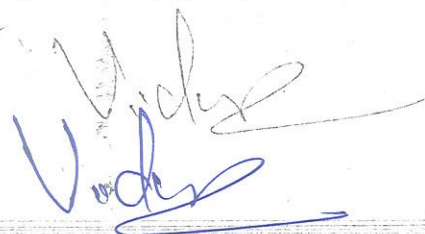

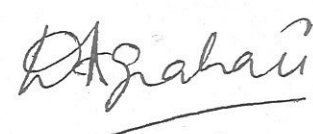
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8. THAT the firm shall keep and maintain books of account of all dealings and transactions as per law and custom and the same shall be closed on 31st March each year.
- 9.1. THAT the partners have agreed that Smt. Jamnotri Gupta (Party No.1) shall be the working partner. The working partner shall keep herself actively engaged in conducting the business of the firm and shall look after the affairs of the firm to the best of her ability. The partners may by mutual consent and from time to time, make changes in the working partners, if the circumstances so warrant.
- 9.2 THAT the above named working partner shall be entitled to and paid salary by the firm @ Rs. 20,000/- p.m. However, if in any year book profit as defined in Explanations to Section 40(b) of the Income Tax Act, is Rs.3,00,000/- or less or in case there is a loss, the salary/remuneration payable to the working partner shall be restricted to the extent of 'Rs.1,50,000/- or 90% of the book profit, whichever is higher'. The salary/remuneration so payable shall be treated as a business expense of the firm and charged to the Profit & Loss Account of the firm.
- 9.3 That Party No. 4 i.e. SBW UDYOG LIMITED shall be represented by its director Smt. Deepika Agrahari in the conduct of business of the Firm or such other director as may be nominated by the Board of Directors of the said Partner from time to time.
10. THAT the working partner(s) shall be entitled to draw the salary/remuneration every month or at such intervals, as the working partner may opt from time to time, on estimated basis adjustable against the salary/remuneration finally computed at the close of the year.
11. THAT the book entries made in the Accounts of the firm providing for salary/remuneration payable to the working partner in terms of clause 9 and 10 above, shall by itself constitute an evidence with regard to the quantum of salary/remuneration paid/payable to the working partner under the authorisation of this DEED and by agreement and authority of the parties hereto.
12. THAT the profit/loss as determined after charging all the expenses of the business, depreciation, salary to the working partner shall be allocated in the following proportion :

| <u>Name</u> | <u>Profit</u> | <u>Loss</u> |
|-------------------------------------|---------------|-------------|
| Party No. 1 (Smt. Jamnotri Gupta) | 15% | 15% |
| Party No. 2 (Shri. Vidup Agrahari) | 30% | 30% |
| Party No. 3 (Shri. Vibhav Agrahari) | 15% | 15% |
| Party No. 4 (M/s. SBW-Udyog Ltd.) | 40% | 40% |

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13. THAT the firm can, for the purposes of its business, borrow money from any source(s) on such rate or rates of interest as may be decided by mutual consent of the partners from time to time.
14. THAT the firm's borrowings for the purposes of business of the firm shall be made in the name of the firm and same shall be truly and fully accounted for in the books of account maintained in regular course of business. Any borrowings made in violation of the procedure laid down hereinabove, shall not bind the firm and for that reason the parties hereunto in their respective capacities as partners.
15. Each partner shall employ himself/herself diligently in the business of partnership firm and shall be just and faithful to each other and shall render true accounts and full information of all things affecting the firm to the other partners.
16. THAT the following actions will be taken on behalf of the firm by a partner (including the working partner) only with the consent of all partners -
- (1) to submit a dispute relating to the business of the Firm to arbitration;
 - (2) to open bank account on behalf of the Firm;
 - (3) to compromise or relinquish any claim or portion of a claim by the Firm;
 - (4) to withdraw a suit or proceeding filed on behalf of the Firm;
 - (5) to admit any liability in a suit or proceeding against the Firm;
 - (6) to acquire immovable property on behalf of the Firm;
 - (7) to sell, transfer, mortgage, charge or otherwise encumber or alienate or dispose of immovable property belonging to the Firm;
 - (8) to enter into partnership on behalf of the Firm;
 - (9) to acknowledge or revive any time-barred debt of the Firm;
 - (10) to admit or undertake any liability for and on account of the Firm except in the ordinary course of and for the purposes of business of the Firm.
17. In case pursuant to any winding up proceedings against the party of the forth part, the citation for winding up is issued/ordered by any court of law or where in case of insolvency or bankruptcy of the party of the first to fourth part, the said party shall be deemed to have retired from the partnership firm from the date of such citation or declaration of insolvency or bankruptcy as applicable. In such a case the accounts of the retiring partner shall be settled and paid within 90 days from the date of such retirement and the remaining partners shall be entitled to constitute the partnership firm and carry on the partnership business.

concl. 25/08/08

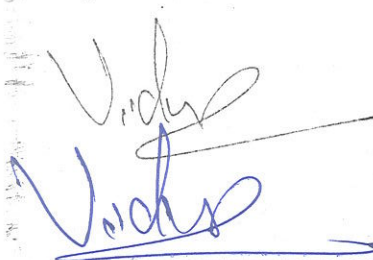
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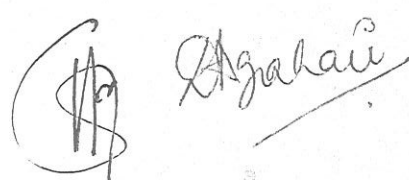
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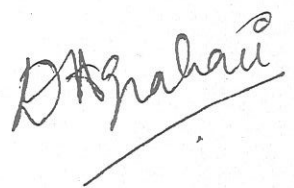
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18. THAT in case of succession of the party of the fourth part by any other company on account of amalgamation, merger or arrangement, the successor company of the party of the forth part shall be inducted into the partnership firm in its place and the partner so inducted shall be entitled to the same rights as were enjoyed by the party of the fourth part.
 19. THAT in case of retirement, insolvency, death of / or withdrawal from partnership by any partner(s), remaining/surviving partner(s) may carry on business with such change or changes as he/she/they may decide and he/she/they may operate bank account and receive payments in respect of the partnership funds etc.
 20. THAT the firm can give power of attorney to any person or persons for any special or general work of the firm and any act done bond-fide and within the terms of the power of attorney shall be binding on the firm.
 21. THAT in case of any difference or dispute amongst the partners in relation to the partnership firm and/or its business which they are not able to mutually decide, the same shall be referred to arbitration for decision as per the provisions of the Arbitration and Conciliation Act. The parties hereto agree that with mutual consent appoint an Arbitrator and his (her) award shall be binding on the parties to the dispute.
 22. THAT the partnership shall not dissolve upon the death or retirement or expulsion of any partner(s). The remaining partners, if not less than two, shall be entitled to carry on the business of the firm in it's name notwithstanding such retirement, expulsion or death, so long as the partners do not specifically decide to dissolve the firm.
 23. THAT if any partner wishes to retire from the partnership, he shall have to give at least one month's notice in writing to all other partners. Upon the expiry of such notice period, the said partner shall cease to be a partner of the firm.
 24. THAT upon retirement of any partner or reconstitution of the firm, Profit & Loss account shall be drawn at the end of financial year and share of all Partners shall be determined on proportionate basis. Any amount found due to such retiring partner as per accounts so drawn, shall be paid to him by the firm. It shall not be open to the retiring partner to question the accuracy of audited accounts of the firm and amount determined as due to him as per such audited accounts except in case of fraud by the continuing partners with the connivance of the Auditor. The retiring partner shall be entitled to receive his credit balance in cash/cheque/draft/electronic transfers or other similar modes and will not be entitled, as of right, to claim allotment of any specific property or assets of the firm in settlement of his dues. The retiring partner shall also not be entitled to claim any share in goodwill of the firm and on ceasing to be partner, he shall not be entitled to carry on any business in the name of the firm or any name similar thereto or to solicit the customers or persons who have been dealing with the firm before his retirement.







25. That in exceptional circumstances, where it is necessary to protect the reputation or business of the firm or for the smooth operations of the affairs of the firm, an erring partner may be expelled from the partnership with the unanimous decision of the other partners provided the Firm comprises of atleast three partners. Such expelled partner shall be treated as a retiring partner for settlement of accounts and for all other purposes.
26. THAT the firm or other partners shall not be liable for the personal debts or liabilities of any partner.
27. THAT the property of the firm shall be held and used by the partners exclusively for the purposes of the business of the firm. If any partner derives any profit for himself from any transactions of the firm or from the use of the property or business connection of the firm or the firm name, he shall account for the profit and pay it to the firm.
28. THAT no partner shall assign or transfer his rights and interests in the firm to any person without the consent of all other partners.
29. THAT in the event of the partnership being dissolved, the accounts shall be settled in accordance with the rules laid down in Section 48 of the Indian Partnership Act, 1932.
30. THAT each partner shall be just and faithful to all other partners and give full information and truthful explanation of all the matters concerning the affairs of the firm or having any material effect on the business or property of the firm and afford all reasonable assistance in carrying on the business of the firm for their mutual benefit.
31. THAT any terms of the partnership hereby created may be amended or varied only by a formal agreement executed by all the partners instead of regular partnership deed as they may decide.
32. THAT the partnership property and the goodwill of the firm, if any shall always belong to and vest in the continuing partners and no retiring partner(s) or the representative(s) of the deceased partner(s) shall have any interest or right or claim in such goodwill, if any on his/her/their retirement or death.
33. THAT all matters not specifically provided in this DEED shall be governed by the provisions of the Indian Partnership Act, 1932.



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IN WITNESS WHEREOF THE PARTIES HEREUNTO have put their respective hands on this Deed of Partnership on 18th September, 2020 at Prayagraj (Allahabad).


Jamnotri Gupta

Party No. 1


Vidup Agrahari

Party No. 2


Vibhavi Agrahari

Party No. 3

For SBW Udyog Limited

Deepika Agrahari
Director


DIN : 00138556

Authorised pursuant to Resolution passed by
the Board of Directors of the Partner No. 4 Company
at its Meeting held on 18th September, 2020

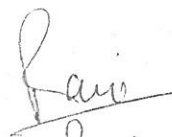
Party No. 4

WITNESSES:

1.


S.L. Jaiswal
305A, Anandpur
Prayagraj (Allahabad)
211003
Aadhar No. 86564602361

2.


(Ravi Balantani)
S/o. Alexander Lal Balantani
19130 Lakerhai
Prayagraj (Allahabad)
211001
Aadhar: 202896160525



Form C
Government of Uttar Pradesh
Department of Food Safety and Drug Administration
Food Safety and Standards Authority of India
License under FSS Act, 2006



अनुज्ञप्ति संख्या / License Number: 12719005000311



1. Name & Registered Office address of Licensee / अनुज्ञप्तिधारी के पंजीकृत कार्यालय का नाम और पता: SHYAM DAIRY PRODUCTS (A UNIT OF SHYAM ENTERPRISES)
SHYAM HOUSE, 44 THORNHILL ROAD,
ALLAHABAD, Prayagraj, Uttar Pradesh-211002
2. Address of Authorized Premises / प्राधिकृत परिसरो का पता: DHANUHA NEAR CHAKA BLOCK, REWA ROAD,
Karchhana Tahsil, Prayagraj, Uttar Pradesh-212301
3. Kind of Business / कारोबार का प्रकार: Trade/Retail - Transportation (having a number of specialized vehicles like insulated refrigerated van/ wagon and milk tankers etc.)
4. Dairy Business Details / डेयरी कारोबार विवरण हेतु: No
5. Category of License / अनुज्ञप्ति का वर्ग: State License

This license is granted under and is subject to the provisions of FSS Act, 2006 all of which must be complied with by the licensee. / यह अनुज्ञप्ति खाद्य संरक्षा और मानक अधिनियम, 2006 के अधीन अनुदत्त की गई और वह अधिनियम के उपबंधों के अध्यादीन है जिनका अनुज्ञप्तिधारी द्वारा अवश्य पालन किया जाना चाहिए.

Place / स्थान: Prayagraj
Issued On / दिनांक: 23-09-2024 (Renewal License)
Valid Upto: / वैधता: 09-10-2029 (For details, refer Annexure)

Designated Officer

Annexures:

1. Product Annexure
2. Validity Annexure
3. Non-Form C Annexure
4. Conditions Of License

Note:

1. Application for renewal of License can be filed as early as 180 days prior to expiry date of License. You can file application for renewal or modification of License by login into FSSAI's Food Safety Compliance System(<https://foscos.fssai.gov.in>) with your user Id and password or call us at 1800112100 for any clarification.
2. This License is only to commence or carry on food businesses and not for any other purpose.
3. This is computer generated license and doesn't require any signature or stamp by authority.
4. Communications from FoSCoS are being sent to inxxxxxxxxxxxxxxxxxcom , inxxxxxxxxxxxxxxxxxcom , inxxxxxxxxxxxxxxxxxcom and 99xxxxxx935 , 99xxxxxx935 , 99xxxxxx936.To update these details, visit

FoSCoS portal.

Product Annexure



Form C
Government of Uttar Pradesh
Department of Food Safety and Drug Administration
Food Safety and Standards Authority of India
License under FSS Act, 2006



अनुज्ञप्ति संख्या / License Number: 12719005000311

Kind Of Business: Trade/Retail - Transportation (having a number of specialized vehicles like insulated refrigerated van/ wagon and milk tankers etc.)

| Sl.No. | Food Product Category |
|--------|--|
| 1 | 01 - Dairy products and analogues, excluding products of food category 2.0 |

[Signature]

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Validation And Renewal Annexure



Form C
Government of Uttar Pradesh
Department of Food Safety and Drug Administration
Food Safety and Standards Authority of India
License under FSS Act, 2006



अनुज्ञप्ति संख्या / License Number: 12719005000311

| Validity From | Validity Upto | Issued On | Fee Paid | Type | Issuing Authority |
|---------------|---------------|------------|-----------|---------|---------------------------|
| 10-10-2019 | 09-10-2024 | 10-10-2019 | 10000 INR | New | State Licensing Authority |
| 10-10-2024 | 09-10-2029 | 23-09-2024 | 10000 INR | Renewal | State Licensing Authority |

Suspension History

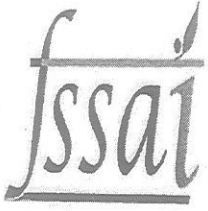
| S.No | History | Date |
|------|---------|------|
| | N/A | |

Current Status of License: License Issued

Note:

1. Application for renewal of License can be filed as early as 180 days prior to expiry date of License. You can file application for renewal or modification of License by login into FSSAI's Food Safety Compliance System(<https://foscos.fssai.gov.in>) with your user id and password or call us at 1800112100 for any clarification.
2. FSSAI vide order number 15(31)2020/FoSCoS/RCD/FSSAIpt1-Part(4) dated 11th January 2023 allowed Instant Renewal of License / Registration.
3. FSSAI vide order number 15(31)2020/ FoSCoS/ RCD/ FSSAI dated 29th October 2021 has allowed the renewal of Licenses / Registration till 180 days of the expiry date subject to payment of penalty.
4. Modification* (if any) denotes the change in the Authority. Issuing Authority mentioned along with Modification* is the Jurisdictional Authority with effect from the date of issuance of modified license.

Non-Form C Annexure



Government of Uttar Pradesh
Department of Food Safety and Drug Administration
Food Safety and Standards Authority of India
License under FSS Act, 2006



अनुज्ञप्ति संख्या / License Number: 12719005000311

Person in charge of operations

| | | | |
|--------------|------------------------|-----------------------|-------------|
| Name: | ANKIT KUMAR SRIVASTAVA | Qualification: | Diploma |
| Contact No: | N/A | Mobile No: | 9919804936 |
| Email-ID: | info@shyamdairy.com | | |
| Address : | KHARAU LI UNNAO | | |
| State: | Uttar Pradesh | District: | Unnao |
| Pin Code: | 229503 | Photo Id Card: | Aadhar Card |
| Photo Id No: | 231136506663 | Photo Id Expiry Date: | N/A |
| FoSTaC No: | Not Provided | | |

Person responsible for complying with conditions of license (The person must be same as mentioned in Form IX, as per FSS Regulations, 2011)

| | | | |
|--------------|------------------------|-----------------------|-------------|
| Name: | ANKIT KUMAR SRIVASTAVA | Qualification: | Diploma |
| Contact No: | N/A | Mobile No: | 9919804936 |
| Email-ID: | info@shyamdairy.com | | |
| Address : | KHARAU LI UNNAO | | |
| State: | Uttar Pradesh | District: | Unnao |
| Pin Code: | 229503 | Photo Id Card: | Aadhar Card |
| Photo Id No: | 231136506663 | Photo Id Expiry Date: | N/A |

Place / स्थान: Prayagraj

Designated Officer

Issued On / दिनांक: 23-09-2024 (Renewal License)

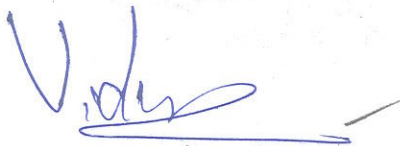
Note: Any change in above details shall be immediately communicated to authorities. You can apply for modification of license for updation of details without any cost through Food Safety Compliance System (<https://foscoss.fssai.gov.in>)

Condition of License

All Food Business operators shall ensure that the following conditions are complied with at all times during the course of its Food Business.

Food Business Operators Shall:

1. Display a true copy of the license granted in Form C shall at all time at a prominent place in the premises.
2. Give necessary access to licensing authorities or their authorized personnel to the premises.
3. Inform authorities about any change or modifications in activities.
4. Employ at least one technical person to supervise the production process. The person supervising the production process shall possess at least a degree in science with Chemistry/ Bio-chemistry/ Food and nutrition/ Microbiology or a degree or diploma in Food Technology/ Dairy Technology/ Dairy Microbiology/ Dairy chemistry/ Dairy engineering/ Oil technology/ Veterinary science/ Hotel management & Catering technology or any degree or diploma in any other discipline related to the specific requirement of the business from a recognized university or institute or equivalent.
5. Furnish periodic annual return 1st April to 31 st March, with in 31 st May of each year. For collection/ handling/manufacturing of milk and milk product half yearly return also to be furnished as specified.
6. Ensure that no product other than the product indicated in the license / registration is produced in the unit.
7. Maintain factory's sanitary and hygienic standards and workers hygiene as specified in the schedule-4 according to the category of food business.
8. Maintain daily records of production, raw materials utilization and sales separately.
9. Ensure that the source and standards of raw material used are of optimum quality.
10. Food business operator shall not manufacture , store or expose for sale or permit the sale of any article of food in any premises not effectively separated to the satisfaction of the licensing authority from any privy, urine, sullage ,drain or place of storage of foul and waste matter
11. Ensure clean-in-place system (whatever necessary) for regular cleaning of machine & equipment.
12. Ensure testing of relevant chemical and/or microbiological contaminants in food products in accordance with these regulation as frequency as required on the basis of historical data and risk assessment to ensure production and delivery of safe food through own or NABL accredited/ FSSAI recognized labs atleast once in six month.
13. Ensure that as much as possible the required temperature shall be maintained throughout the supply chain from the place of procurement or sourcing till it reaches the end consumer including chilling, transportation, storage etc.
14. The Manufacturer/ Importer/ Distributer shall buy and sell food products only from, or to , licensed / registered vendors and maintain record thereof.



Other Condition

1. Proprietors of hotels, restaurants and other food stalls who sell or expose for sale savouries, sweets or other article of food shall put up a notice board containing separates lists of the articles which have been cooked in ghee, edible oil, vanaspati and other fats for the information of the intending purchasers.
2. Food business operator selling cooked or prepared food shall display a notice board containing the nature of articles being exposed for sale.
3. Every manufacture (including ghani operator) or wholesale dealer in butter ,ghee ,vanaspti ,edible oils, solvent extracted oil, de oiled meal, edible flour and any other fats shall minimum a register showing the quantity of manufactured, received or sold, nature of oil seed used and quantity of de oiled meal and edible flour used etc. as applicable and the destination of each consignment of the substances sent out from his factory or place of business, and shall present such register for inspection whenever required to do so by the licensing authority.
4. No producer or manufacturer or vegetable oil ,edible oil and their products shall be edible for license under this act ,unless he has own laboratory facility for analytical testing of samples
5. Every sale and movement of stocks of solvents- extracted oil , 'semi refined' or 'raw grade I' , edible groundnut flour or edible coconut flour ,or both by the producer shall be a sale or movement of stocks directly to a registered user and not to any other person ,and no such sale or movement shall be effected through any third party.
6. Every quantity of solvent-extracted oil ,edible groundnut flour or edible coconut flour ,or both purchased by a registered user shall be used by him in his own factory entirely for the purpose intended and shall not be re-sold or otherwise transferred to any other person :
Provided that nothing in this sub-clause shall apply to the sale or movement of the following:-
 1. Kañanjia oil
 2. Kusum oil
 3. Mahua oil
 4. Neem oil
 5. Tamarind seed oil
 6. Edible groundnut flour bearing the I.S.I certification mark
 7. Edible coconut flour bearing the I.S.I certificate mark
7. No food business operator shall sell or distribute or offer for sale or dispatch or deliver to any person for purpose of sale any edible oil which is not packed, marked and labeled in the manner specified in the regulations unless specifically exempted from this condition vide notification in the official Gazette issued in the public interest by food safety commissioners in specific circumstances and for a specific period and for reason to be recorded in writing.





INDIA NON JUDICIAL

Government of Uttar Pradesh



IN-UP37178154118766X

e-Stamp

DAZHATH LAL
ACC Code-14101004
-360, 84 Khambha, Prayag
M. No. 0389183407

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

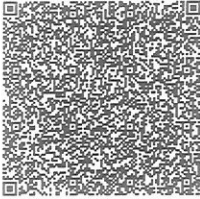
First Party

Second Party

Stamp Duty Paid By

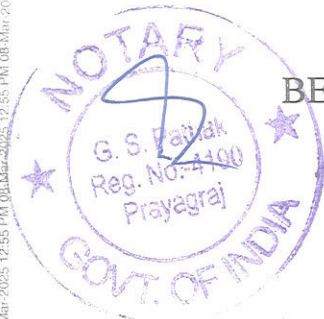
Stamp Duty Amount(Rs.)

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: 08-Mar-2025 12:55 PM
: NEWIMPACC (SV)/ up14101004/ ALLAHABAD/ UP-AHD
: SUBIN-UPUP1410100471472098954437X
: ASHOK MAHESHWARI PROP BHAWAN DELOR
: Article 4 Affidavit
: Not Applicable
:
: ASHOK MAHESHWARI PROP BHAWAN DELOR
: N A
: ASHOK MAHESHWARI PROP BHAWAN DELOR
: 20
(Twenty only)



Please write or type below this line

IN-UP37178154118766X



BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
BENCH AT ALLAHABAD

ADDL. AFFIDAVIT ON BEHALF OF:

M/S BHAWAN DECOR

IN THE MATTER OF:

COMPANY APPLICATION (CAA) No. 05/2025

1. SBW UDYOG LTD

..... DEMERGED/TRANSFEROR COMPANY

2. SBW UNITY PRIVATE LTD

..... RESULTING/ TRANSFEREE COMPANY

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

A.K. Maheshwari

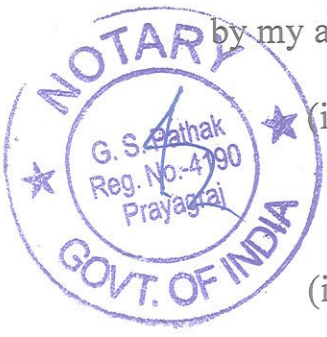
..... APPLICANTS

AFFIDAVIT OF Aashok Kumar Maheshwari, son of Late Durga Prasad Maheshwari, aged about 66 Years, resident of 147B/106, K.P. Kakkar Road, Allahabad, UP-211003.

A.K. Maheshwari
(DEPONENT)

I, the deponent above-named, make oath and say as under-

1. That the above-named deponent is the Proprietor of M/s Bhawan Decor and fully acquainted with the facts deposed below.
2. That I, as Proprietor of the M/s Bhawan Décor, have submitted Affidavit dated 31.01.2025 giving approval on behalf of my above Proprietary Firm, being a Creditor of SBW Udyog Ltd, to the proposed Scheme of Arrangement between SBW Udyog Ltd and SBW Unity Private Limited.
3. That in the above Affidavit, the amount of outstanding dues owed by SBW Udyog Ltd to M/s Bhawan Décor as on 30.09.2024 has been shown as Rs. 3,68,273 (as per Annexure- A to the said Affidavit). I state that this amount represents the aggregate dues outstanding in the following accounts maintained by my above Firm for business transactions with SBW Udyog Ltd.



| | | |
|------|--|----------------------------|
| (i) | M/s Bhawan Décor (for supplies to Tendu Leaf Jungle Resort Division of SBW Udyog Ltd) | Rs. 2,93,590 |
| (ii) | M/s Bhawan Décor (for supplies made to Hotel Division i.e. Hotel Kanha Shyam of SBW Udyog Ltd) | Rs. 74,683 |
| | TOTAL DUES | <u>Rs. 3,68,273</u> |

4. That I reaffirm that the approval to the Scheme of Arrangement given vide the earlier Affidavit dated 31.01.2025 applies to all the above-mentioned dues owed by SBW Udyog Ltd to M/s Bhawan Decor.

A.K. Maheshwari

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I, the deponent above-named, verify on oath that the contents of Paragraphs nos. 1 to 4 of this Affidavit are true to my knowledge; no part of this Affidavit is false and no material fact has been concealed therein. SO HELP ME GOD.

A.K. Maheshwari
(DEPONENT)

Duly sworn and affirmed before Notary:



SOLEMNLY AFFIRMED BEFORE ME
On 10.3.22 at Prayagraj
Sri/Smt. A.K. Maheshwari
Identified by Mr. G. S. Pathak
be his/her Affidavit as True & Correct which
on verified and correct

G. S. Pathak
Public Notary
Alld., Prayagraj (U.P.)

Sign. T. Identified by

10.3.22

10.3.22