



## SELLWIN TRADERS LIMITED

**Registered Office:**

126/B Old China Bazar Street  
Kolkata 700001.

Tele. No. +9133 22313974; CIN L51909WB1980PLC033018

Website: www.sellwinindia.com; E-mail : selltl\_1980@ yahoo.co.in

**Corporate Office:**

Laram Centre, 208 A2 24, S V Road, Andheri (West) 400058,  
Contact No. +91 9714787932

**Date: 23.01.2025**

To,  
Department of Corporate Services,  
BSE Limited,  
Ground Floor, P.J. Tower,  
Dalal Street, Fort,  
Mumbai – 400 001

**Scrip ID: SELLWIN    Script Code: 538875**

**Subject: Intimation under Regulation 30 of the SEBI (Listing Obligation and Disclosure Requirements) Regulations, 2015 regarding execute MOU between Shbhshri Overseas Limited and Sellwin Traders Limited**

Dear Sir,

Pursuant to Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“Listing Regulations”), we would like to inform you that that the Shbhshri Overseas Limited and Sellwin Traders Limited are desirous of entering into a proposed association to form a holding and subsidiary relationship based on the proposed swap of shares through an MOU.

We hereby attaching the MOU between Shbhshri Overseas Limited and Sellwin Traders Limited.

We request you to kindly take the same on record.

Thanking You,

Yours faithfully

**For, Sellwin Traders Limited**

**Pratiti Patel**  
**Company Secretary & Compliance Officer**  
**Membership No.: A63826**

**Encl: As above**



# SUBHSHRI OVERSEAS LIMITED

IMPORT - EXPORT - MANUFACTURING

CIN NO: U46411MH2024PLC434821

## MEMORANDUM OF UNDERSTANDING (MOU)

**This Memorandum of Understanding (MOU)** is entered into as of this 9<sup>th</sup> Day of January 2025 by and between:

**Sellwin Traders Ltd** CIN-( L51909WB1980PLC033018 , a company duly organized and existing under the laws of companies Act 2013, with its principal office located at Laram Centre, 208 A2 24, S V Road, Andheri (West) 400058 (" proposed Holding Company"),

and

**Shbshri Overseas Limited** CIN-(U46411MH2024PLC434821, a company duly organized and existing under the laws of Companies Act 2013, (i.e. Previously known as Subhshri Overseas LLP) with its principal office located at 214, 2<sup>nd</sup> Floor, Subhshri Arcade, Shivaji Chowk, Jakaria Road, Malad (West) Mumbai-400064 (proposed "Subsidiary Company").

**WHEREAS**, the Holding Company and the Subsidiary Company are desirous of entering into a proposed association to form a holding and subsidiary relationship based on the proposed swap of shares;

**NOW, THEREFORE**, the parties agree as follows:

### 1. Purpose

The purpose of this MOU is to outline the general terms and conditions under which the Holding Company and the Subsidiary Company agree to proceed with the proposed share-swap transaction and to formalize the future relationship between the Holding Company and the Subsidiary Company.

### 2. Terms of Share Swap

#### 2.1 Share Exchange

The Holding Company shall acquire agreed % of shares (not below the requirement as per the companies Act) of shares in the Subsidiary Company in exchange for agreed % of shares in the Holding Company. This exchange of shares will be executed according to the following terms:

- The Holding Company will receive [ X Number] shares in the Subsidiary Company.
- The Subsidiary Company will receive [ Y Number] shares in the Holding Company.

Reg. Office: Offi. 214, Subhshri Arcade, 2<sup>nd</sup> Floor, Opp. Shivaji Chowk, Jakeria Road, Malad (w), Mumbai – 400064.

Email: subhshrioverseasltd@gmail.com, info@subhshri.com, info@subhshrioverseas.in

Tel: 022 35112655 / 022 35112656 / 022 35136774 / 022 35138775

*M. D. D. D.*

*M. D. D. D.*



- The X and Y no of shares will be decided based on the valuation of the companies and other relevant factors like business prospects etc.

## 2.2 Valuation

The value of each company's shares and the share exchange ratio shall be determined by a mutually agreed upon third-party valuation expert and/or as per the latest audited financial statements of both companies.

## 2.3 Exchange Conditions

Both companies shall ensure that all necessary legal and regulatory approvals are obtained in relation to the share exchange, including approval from shareholders if required.

## 3. Corporate Structure Post-Transaction

### 3.1 Ownership Structure

Following the share exchange, the Holding Company will hold certain ownership in the Subsidiary Company, and the Subsidiary Company will be considered a subsidiary of the Holding Company under the applicable corporate laws.

### 3.2 Governance

Post-transaction, the governance of both companies shall be aligned as follows:

- The Holding Company will have the right to appoint atleast One of directors to the board of the Subsidiary Company.
- The Subsidiary Company will have the right to appoint 2 Directors (one as regular director and one as independent director) of directors to the board of the Holding Company.

### 3.3 Operational Control

The Holding Company shall not have operational control over the Subsidiary Company, and the Subsidiary Company shall continue its day-to-day operations independently unless otherwise agreed by both parties.

## 4. Due Diligence

4.1 Both parties agree to cooperate and allow for an exchange of information and documentation necessary for due diligence, including but not limited to:

- Financial statements for the last [3] years.
- Legal compliance records.
- Any other relevant operational, financial, or legal data.

M. V. V.



4.2 Each party will be responsible for its own due diligence costs, and both parties agree to share any critical information that may affect the success of the share swap.

## 5. Confidentiality

Both parties agree to maintain strict confidentiality concerning the terms of this MOU, any information exchanged during the due diligence process, and any other proprietary information obtained during the course of negotiations or collaboration.

## 6. Non-Binding Nature

This MOU is a non-binding agreement and does not create any legal obligations on either party, except for confidentiality and the commitment to good faith negotiations. The parties acknowledge that the share swap and related transactions are subject to further negotiation and execution of formal agreements, including but not limited to a Share Swap Agreement, Shareholder Agreement, and other necessary documents.

## 7. Termination

This MOU may be terminated by either party at any time prior to the execution of formal agreements without liability to the other party. Termination of this MOU will not affect any rights or obligations that have accrued prior to such termination.

## 8. Dispute Resolution

In the event of any dispute arising out of or relating to this MOU, the parties agree to attempt to resolve the dispute through good faith negotiations. If the dispute cannot be resolved amicably, the parties agree to submit the matter to [Arbitration/Mediation] under the rules of [Arbitration/Mediation body].

## 9. Governing Law

This MOU shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws principles.

## 10. Miscellaneous

### 10.1 Amendments

This MOU may be amended only in writing and signed by authorized representatives of both parties.

### 10.2 Entire Agreement

This MOU constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior understandings or agreements.

*M. N. Kulkarni*





**IN WITNESS WHEREOF**, the parties have executed this MOU as of the date first above written.



By: **SELLWIN TRADERS LIMITED**

Name: Mr. Jagdish Patel

Title: Director

Date: 09/01/2025

By: **SUBSHRI OVERSEAS LIMITED**

Name: Mr. Madanlal Pukhraj Sundesha

Title: Director

Date: 09/01/2025





# EXPORTING QUALITY PRODUCTS GLOBALLY



LOREMIPSUM  
SLOGANHERE

**Subhshri Overseas LLP**







# WHO WE ARE

**Subhshri Overseas LTD**

**Founded by Mr. Madanlal Pukhraj Sundesha, part  
of the esteemed M S Group**

**Over 5 decades in the Export & Import Trade  
market**

**Award of Excellence for Highest Exports in 2015-  
2016**







**MADANLAL PUKHRAJ.**

**SUNDESHA**

**(Founder Chairman)**



**SEJAL MADAN.**

**SUNDESHA**

**(Managing Director)**





**MANISHA MADAN**  
**SUNDESHA**  
(WTD)



**BHAVNA D SARVAIYA**  
(CFO)

# OUR SERVICES



- **Export Readymade Garments & Textiles: High-quality products, extensive network.**
- **Imitation Jewellery for Africa: Affordable, high-quality, aesthetically pleasing.**
- **Training Programs: Professional development, practical insights**
- **Project Management: Comprehensive solutions for garment industries.**
- **Quality Assurance: Maintaining exceptional standards.**
- **Reporting: Accurate, timely business insights.**



# Factory



**Subhshri Overseas LLP  
Factory**



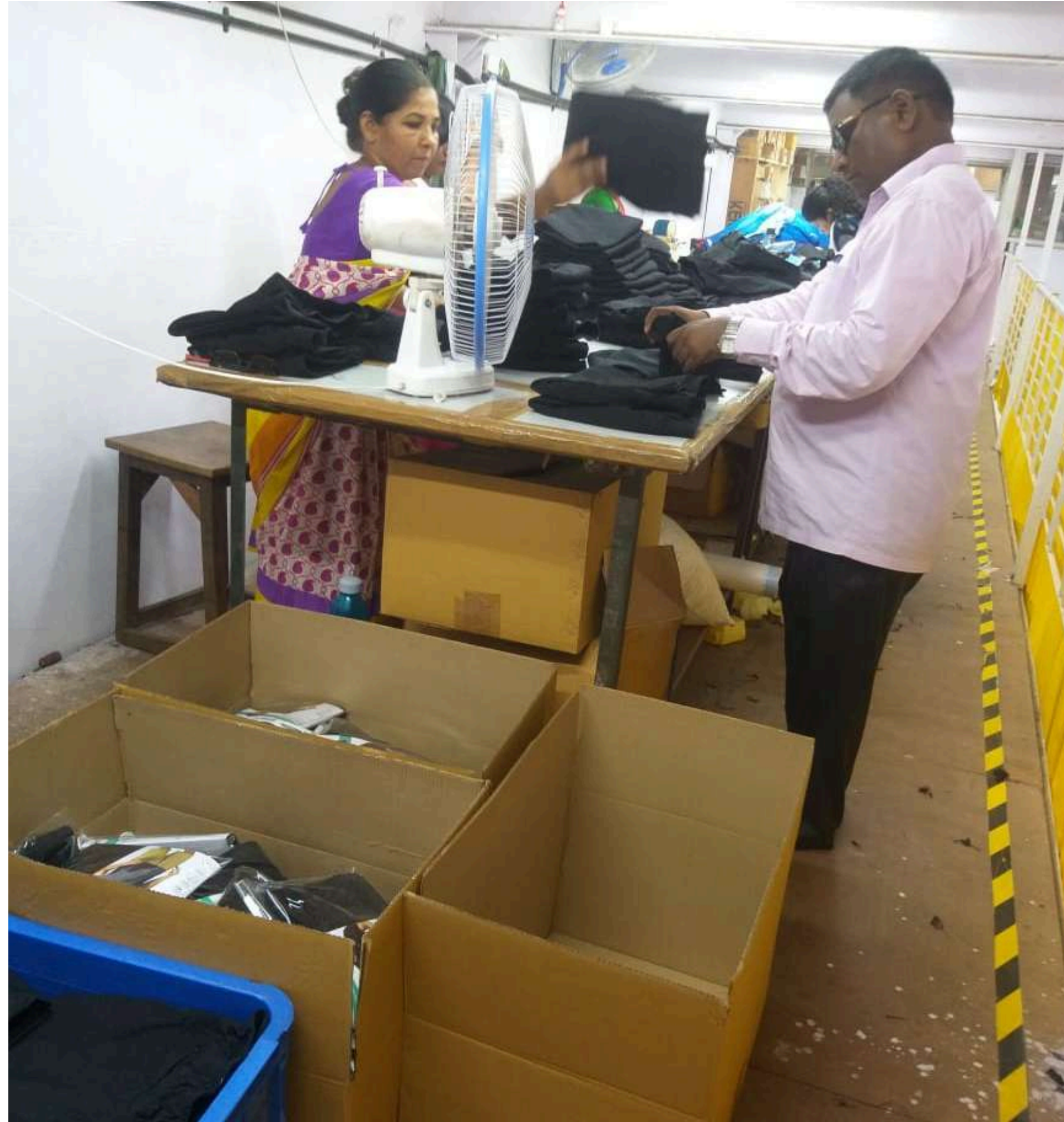


# Production Dept





# Checking Dept



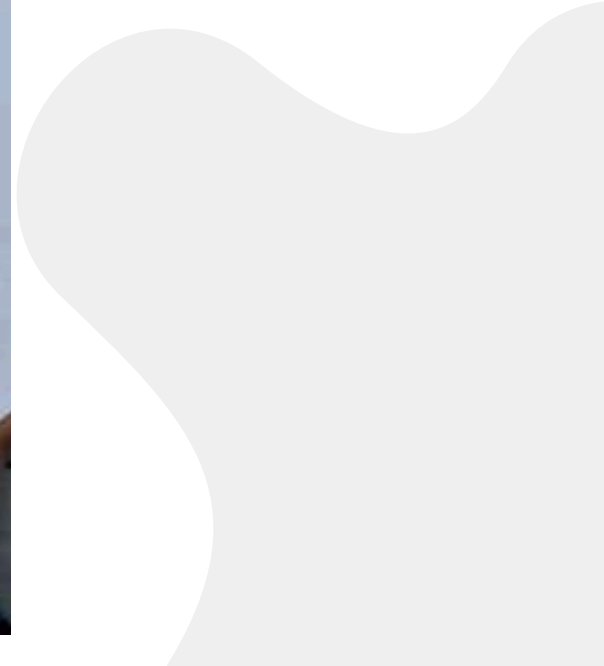


# Checking Dept





# Cutting Dept





# Packing Dept





# Fabric Dept





# African Buyer's



Algeria  
Nigeria  
Chad  
Congo  
Tanzania  
Kenya  
Mozambique  
Sudan  
Mali  
Senegal



# Middle-East Buyer's



UAE  
Saudi  
Oman  
Qatar  
Bahrain  
Kuwait  
Iran  
Yemen



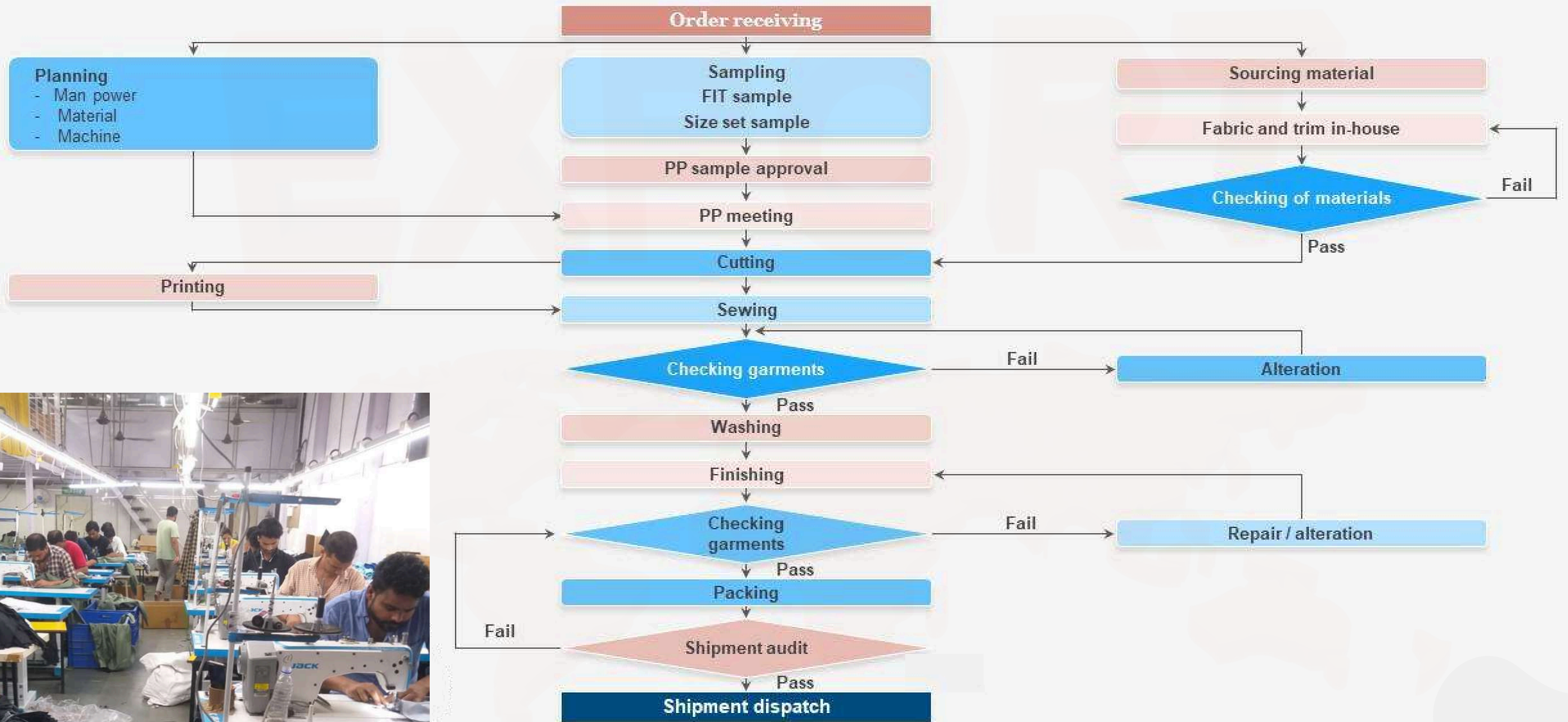
# Buyer's



Moscow  
U.K  
France  
Spain  
Germany



# Business Module





# Product's



Kids Wear



Ladies Long  
Dresses



Men's Wear





**New Born  
Baby's**



**Textile**



**Trousers**



# CONTACT US



**Address: 212, 214, 216 Subhshri Arcade, Opp  
Shivaji Chowk, Jakaria Road Malad (West)**



**Phone: 022-33414-9909 / 022-2888-0768**



**Email: [info@subhshrioverseas.in](mailto:info@subhshrioverseas.in)**







THANK YOU