



3666 Century Flour Mills Ltd  
16 NOV 2017

BM 189520  
Y. Rama  
முத்திரைத் தாள் எடுப்பனையாள்  
உரிமம் எண். 8012/ஆ.3/2007  
உயர்நீதி மன்ற வளாகம்  
சென்னை-104.

### AFFIDAVIT

I, G. Ravindran son of Shri.P. Govindasamy aged 58 years having office at Indian Chamber Buildings, First Floor, No.6, Esplanade, Chennai 600108, do hereby solemnly affirm and state as follows:-

1. That I am the Managing Director of Century Flour Mills Limited (hereinafter 'my Company') having our unit at No.2, Tank Bund Road, Perambur Barracks, Otteri, Chennai - 600 012, Tamil Nadu GSTN : 33AAACC1223C1ZO. In such capacity, I am legally competent to swear this affidavit on behalf of my Company.
2. That since about 1953, my Company has been engaged in the business of manufacturing and selling in India goods such as Atta, Maida, Sooji etc., under the brand name RISING SUN BRAND.
3. That with the coming into effect of the Goods and Services Tax Act 2017, (GST) recently, the GST Council has fixed 5% tax rate on the aforesaid goods if packaged and sold under a 'registered brand name'. No tax is payable on these goods if the manufacturer submits to the jurisdictional Commissioner (Tax) an Affidavit



For CENTURY FLOUR MILLS LTD.

  
(G. RAVINDRAN)  
CHAIRMAN & MANAGING DIRECTOR



foregoing any actionable claim or enforceable right on the 'brand name', as defined, on the packaging, and also prints on each container/package a Disclaimer to the same effect. The said decision of the GST Council is notified under GO (Ms.) No.115 dated 22.09.2017 issued by the Commercial Taxes and Registration (B1) Department

4. That I am submitting this Affidavit pursuant to the said Notification dated 22<sup>nd</sup> September 2017 to state that:

4(a) My Company has been manufacturing and selling Atta, Maida, Sooji and other wheat products by affixing our registered trade brand namely **Rising Sun Brand Mark** (herein after branded goods). My Company shall continue to manufacture and **sell these branded goods and pay 5% tax on such sales** as per the rate Schedule under the Goods & Service Tax law. Also, as per law my Company shall continue to claim and assert its exclusive legal rights to the said registered brand.

4(b) In addition, my Company shall also be manufacturing and selling aforesaid goods in packaging without any brand name (hereinafter 'non-branded goods'). The specimen packaging and wordings used for these non-branded goods is attached herewith and marked as **Annexure I**.

The packaging does not contain any 'brand name' that is to say any words, name, design or device which are used therein in the sense of a trademark and

The firm declares that it voluntarily foregoes any actionable claims or enforceable rights in each and every word, design, device or other feature printed on the packaging and shall not claim any exclusive legal right in such goods.

5. I submit that printing the information regarding 'Name and Address of Manufacturer' (apart from certain other information such as mentioning Month and year of manufacture, MRP, Batch number and Lot number, Best before date etc) on the package is a legal requirement pursuant to the provisions of part VII of Food Adulteration Act, 1954), Regulation 6 of the Food Safety & Standards Regulations 2013 issued by the FSSAI, and Rule 39(2) of the Weights and Measures Act, 1976. Accordingly, the Name of the Firm has been printed on the packaging to comply strictly with the provisions of these other laws and Rules dealing with manufacture and sale of packaged food products. In other words, it is not used as a 'brand name', that is, in the trademark sense, and must not be construed as such and has been disclosed only for the purpose of compliance with the provisions of other laws.



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6. I further state that the Firm shall clearly print in indelible ink, both in English and local language, on each packaging of **products mentioned on Para 4(-b)** that the firm is voluntarily forgoing its actionable claim or enforceable right on any feature printed on the packaging.
7. That this Affidavit is executed and submitted by me for and on behalf of my Company entirely in good faith and in compliance with the existing law.

For CENTURY FLOUR MILLS LTD.

  
(G. RAVINDRAN)  
CHAIRMAN & MANAGING DIRECTOR


DEPONENT


VERIFIED at Chennai on this 16<sup>th</sup> day of November, 2017 that the contents of paragraphs 1 to 7 of the foregoing affidavit are true and correct, no part of it is false, and nothing material has been concealed.

For CENTURY FLOUR MILLS LTD.

  
(G. RAVINDRAN)  
CHAIRMAN & MANAGING DIRECTOR

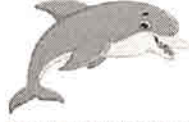



DEPONENT

1)   
(B. CHANDRAMOULI)  
Plot No. 4, Flat No. 2  
Sri Vignesh Flats  
Sree Venkateswara Nagar  
Moosarasampet, Madhavakkam, Chennai

2)   
(A.C. SEKAR)  
2, Kurumbalageri St,  
Annamalai

  
NOTARY

## ANNEXURE - I

Sl.No.	Billed as	Disclosure in Packing
1	Maida (Unbranded CD No. ALL)	<b>MAIDA</b> <b>மைதா</b>
2	Maida (Unbranded CD No. BAK)	<b>MAIDA</b> <b>மைதா</b> (BEST FOR BAKERY)
3	Maida (Unbranded CD No. PAR)	<b>MAIDA</b> <b>மைதா</b> (BEST FOR PAROTA)
4	Maida (Unbranded CD No. BIS)	<b>MAIDA</b> <b>மைதா</b> (FOR BISCUIT USE)
5	Dolphin Maida	 DOLPHIN MAIDA டால்டின் மைதா
6	Amma's Choice Maida	
7	A Brand Maida	
8	Sooji (Unbranded CD No. SJ)	<b>SOOJI</b> <b>ரவை</b>
9	Atta	
10	Resultant Atta (Unbranded CD No. ATA)	<b>RESULTANT</b> <b>ATTA</b> கோதுமை மாவு

The aforesaid goods are sold under the respective categories and are not registered under the Trade Marks Act, 1999, Copy Right Act, 1957 or any other law for the time being in force.