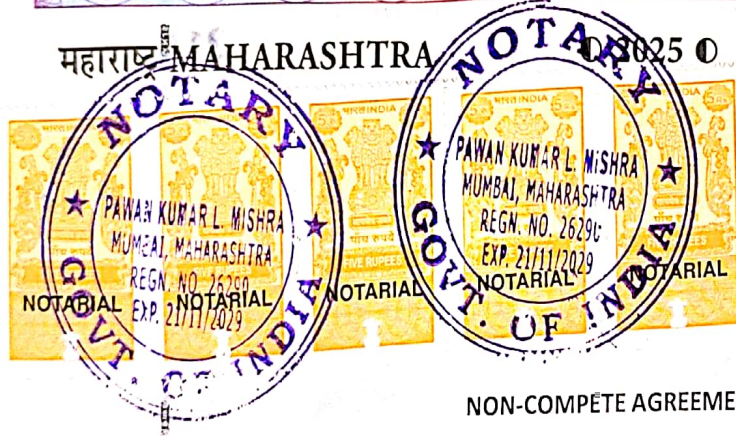
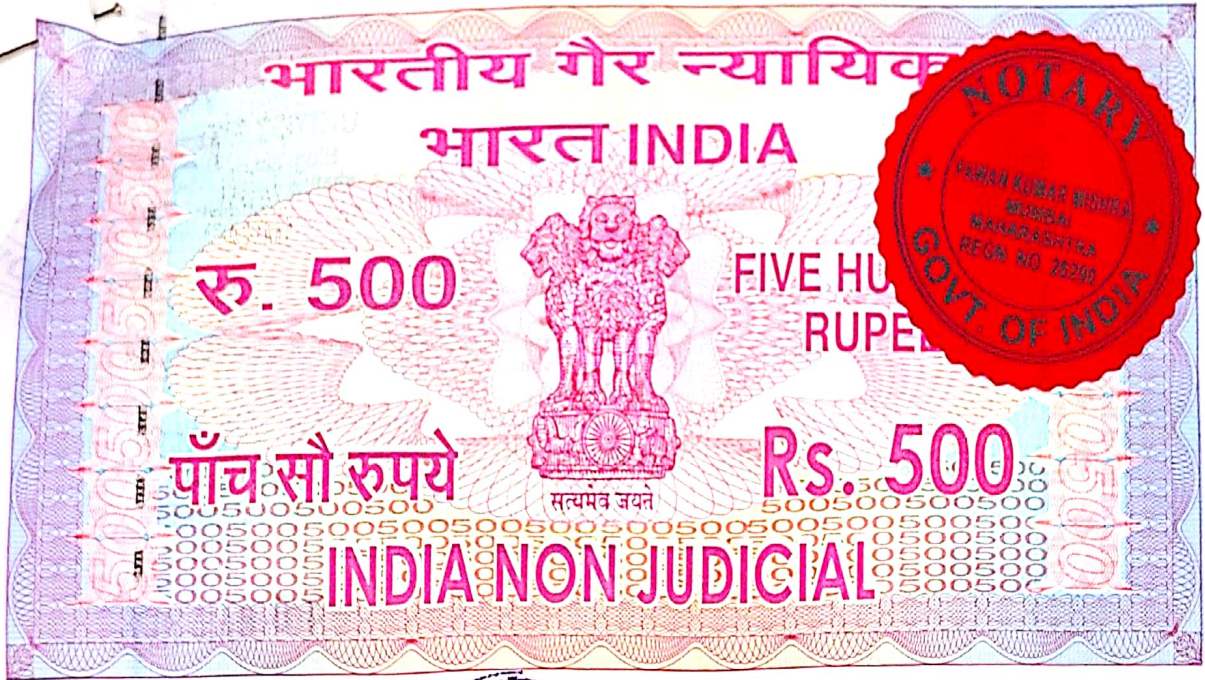




ES 991250

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००००६
- 5 MAR 2026
सक्षम अधिकारी C

श्रीम. एस. एस. चव्हाण

NON-COMPETE AGREEMENT

dated this 09th May 2026

between

M/S. DEENANATH FIBRES PRIVATE LIMITED

AND

M/S. UNITEC FIBRES LIMITED

NON-COMPETE AGREEMENT

THIS NON-COMPETE AGREEMENT (this "Agreement") is made and entered into as of the Tuesday, 09th May, 2026 by and between:

For M/s Deenanath Fibres Pvt. Ltd

Director

For UNITEC FIBRES LTD

Director



UNITEC FIBRES LTD

Bldg. No.8, P. No. 003

जाहपत्र-१ And Oshward Mhara Complex
फायर प्रतिज्ञापत्रासाठी Only for Affidavit
Andheri (W), Mumbai-400058

मुद्रांक विकत घेणाऱ्याचा नाव _____

मुद्रांक विकत घेणाऱ्याचे रहिवासी पत्ता _____

मुद्रांक विक्रीबाबतची नोंद घेताना अनु. क्रमांक _____ दिनांक _____

मुद्रांक विकत घेणाऱ्याची सही परवानाधारक मुद्रांक विक्रीत्याची सही

परवाना क्रमांक : ८०००००६

मुद्रांक विक्रीचे नियम/पत्रा. प्रविण एल. चव्हाण

३/२७२, सेविल विहिनेरा रोड, लकी खोरा, एस. बी. एम. गार्ड, फोर्ड मंडळ, २०२

शासकीय कार्यालयासाठी/व्यापार्यालयासाठी/प्रतिज्ञापत्र सादर करणेसाठी/मुद्रांक
कुत्र्याची आवश्यकता नाही (आदेश दि. ०१/०७/२००४) नुसार

आय कारणासाठी ज्यांनी मुद्रांक आरेदी केला त्यांनी त्याच कारणासाठी
मुद्रांक आरेदी केल्यापासून दमटिल्यात वापरणे बंधनकारक आहे.

10 MAR 2026

218



M/S. Deenanath Fibres Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office 506 Brighton Tower, Lokhandwala Complex, 2nd Cross lane Andheri west, Mumbai, Mumbai- 400053, Maharashtra, India, (hereinafter referred to as "Deenanath Fibres Private Limited", which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its permitted assigns) of the FIRST PART.

AND

M/S. Unitec Fibres Limited, a incorporated under the Companies Act, 1956, and having its principal place of business at Bldg No 8 Flat No 3, Oshiwara Mahda Complex, Andheri (W), Mumbai-400053, Maharashtra, India (hereinafter referred to as "M/s. Unitec Fibres Limited", which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its permitted assigns) of the SECOND PART.

Deenanath Fibres Private Limited and Unitec Fibres Limited are hereinafter collectively referred to as the "Parties" and individually as a "Party".

Purpose

The purpose of this Agreement is to prevent direct competition between the Parties in specific areas of operation, in order to protect the legitimate business interests, client relationships, and proprietary information of each Party, specifically within the designing, manufacturing, assembling, customizing and selling business.

Non-Compete Obligation

The Parties agree that, for a period of One year from the date of this Agreement, neither Party shall:

- Directly or indirectly operate, establish, manage, control, participate in, consult for, or be otherwise involved in any business activity that substantially overlaps with or competes with the core business areas currently undertaken by the other Party, including but not limited to designing, manufacturing, assembling, customizing and selling business.
- Solicit or attempt to solicit clients, vendors, or employees of the other Party, with the intent to divert business or otherwise cause harm to the operations of the other Party.

Exclusions

This Agreement shall not restrict either Party from:

- Engaging in Manufacturing business that are not in direct competition with the services specifically identified as core areas of the other Party;
- Serving existing clients under previously signed contracts.

Term and Termination

This Agreement shall remain in effect for a period of One year from the date of this agreement unless terminated earlier by mutual written consent of both Parties.

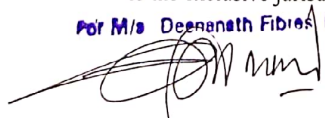
Confidentiality

Both Parties agree to maintain the confidentiality of proprietary information and client data obtained before and during the term of this Agreement.

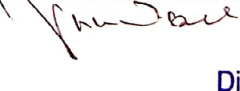
Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Mumbai. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in Mumbai.

For M/s. Deenanath Fibres Pvt. Ltd.


Director

For UNITEC FIBRES LTD


Director



Entire Agreement

This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior discussions or agreements.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the date first herein above written.

For Deenanath Fibres Private Limited

Name: For M/s. Deenanath Fibres Pvt. Ltd

Designation: _____

Signature: _____

Date: _____ Director

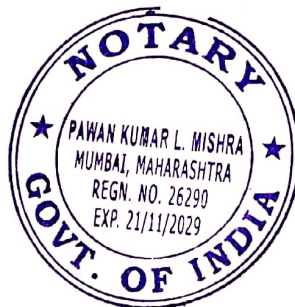
For Unitec Fibres Limited

Name: For UNITEC FIBRES LTD

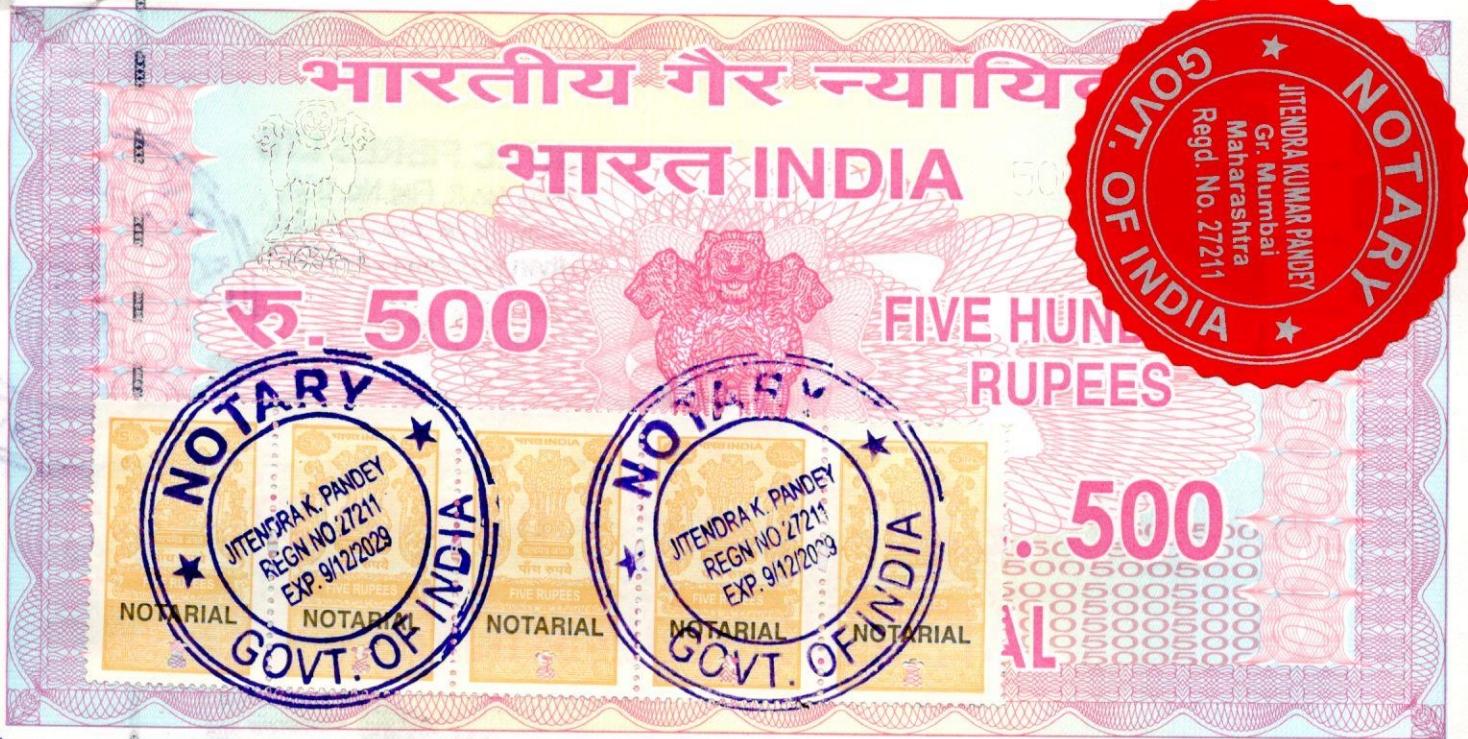
Designation: _____

Signature: _____

Date: _____ Director



Pawan Kumar L. Mishra
25/06/2026
PAWAN KUMAR L. MISHRA
ADVOCATE & NOTARY
GOVT. OF INDIA
Reg. No. 26290
EXP. 21/11/2029



महाराष्ट्र MAHARASHTRA

2026

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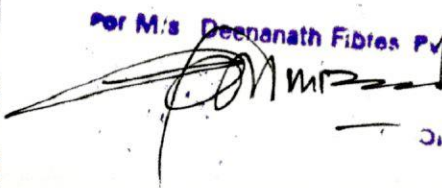


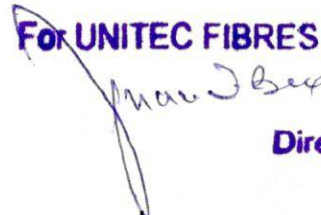
श्री. विनायक जाधव

ADDENDUM TO NON-COMPETE AGREEMENT MADE AND ENTERED AT MUMBAI, ON JULY 30, 2026 BETWEEN:

M/S. Deenanath Fibres Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office 506 Brighton Tower, Lokhandwala Complex, 2nd Cross lane Andheri west, Mumbai, Mumbai- 400053, Maharashtra, India, (hereinafter referred to as "Deenanath Fibres Private Limited", which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its permitted assigns) of the FIRST PART.

AND

For M/s Deenanath Fibres Pvt. Ltd.

Director

For UNITEC FIBRES LTD

Director

 M/s. **Unitec Fibres Limited**, a incorporated under the Companies Act, 1956, and having its principal place of business at Bldg No 8 Flat No 3, Oshiwara Mahda Complex, Andheri (W), Mumbai-400053, Maharashtra, India (hereinafter referred to as "**M/s. Unitec Fibres Limited** ", which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its permitted assigns) of the **SECOND PART**.

Deenanath Fibres Private Limited and Unitec Fibres Limited are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS IN THE NON-COMPETE AGREEMENT DATED MAY 09, 2026 UNDER:

Non-Compete Obligation

The Parties agree that, for a period of **One year** from the date of this Agreement, neither Party shall:

- a) Directly or indirectly operate, establish, manage, control, participate in, consult for, or be otherwise involved in any business activity that substantially overlaps with or competes with the core business areas currently undertaken by the other Party, including but not limited to designing, manufacturing, assembling, customizing and selling business.
- b) Solicit or attempt to solicit clients, vendors, or employees of the other Party, with the intent to divert business or otherwise cause harm to the operations of the other Party.

Exclusions

This Agreement shall not restrict either Party from:

- a) Engaging in Manufacturing business that are not in direct competition with the services specifically identified as core areas of the other Party;
- b) Serving existing clients under previously signed contracts.

Term and Termination

This Agreement shall remain in effect for a period of **One year** from the date of this agreement unless terminated earlier by mutual written consent of both Parties.

WHEREAS NOW THE PARTIES HAVE CHANGED THE TERMS. ACCORDINGLY, THE NON-COMPETE NEEDS CERTAIN ADDENDUM, AS DESCRIBED BELOW:

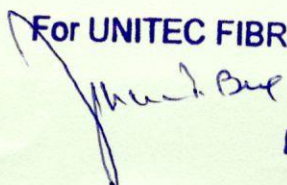
Non-Compete Obligation

The Parties agree that, for a period of **Three year** from the date of this Agreement, neither Party shall:

- a) Directly or indirectly operate, establish, manage, control, participate in, consult for, or be otherwise involved in any business activity that substantially overlaps with or competes with the core business areas currently undertaken by the other Party, including but not limited to designing, manufacturing, assembling, customizing and selling business.
- b) Solicit or attempt to solicit clients, vendors, or employees of the other Party, with the intent to

For M/s Deenanath Fibres Pvt. Ltd

Director

For UNITEC FIBRES LTD

Director

Exclusions

a) Engaging in Manufacturing business that are not in direct competition with the services specifically identified as core areas of the other Party;

Term and Termination

All the other terms and conditions will continue to be as per the original Non-Compete dated May 09, 2026.

For Deenanath Fibres Private Limited

Per M/s Deenath Fibres Pvt. Ltd

Ovoviviparous

Authorised Signatory

For Unitec Fibres Limited

For UNITEC FIBRES LTD

Director

Authorised Signatory

Witness 1:

Witness 2:



ATTESTED BY ME

JITENDRA K. PANDEY
ADVOCATE & NOTARY
GOVT. OF INDIA
Reg. No. 27211