



उत्तर प्रदेश UTTAR PRADESH

AK 906252

NON-COMPETE AGREEMENT

This NON-COMPETE AGREEMENT ("Agreement") is made on this 07th day of April, 2025 by and between.

ANUBHAV PLAST LIMITED, a company incorporated under the Companies Act, 2013, having its registered office at 7/41 A, Basement, Basant Tower, Tilak Nagar, Kanpur (hereinafter referred to as "APL", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns),

AND

ANUBHAV TUBES & CONDUCTORS PRIVATE LIMITED, a company incorporated under the Companies Act, 2013, having its registered office at 7/41 A, Basement, Basant Tower, Tilak Nagar, Kanpur (hereinafter referred to as "ATCPL", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns).

APL and ATL are hereinafter individually referred to as a "Party" and collectively as the "Parties."

WHEREAS

A. Both Parties are engaged in industrial manufacturing and trading activities and their respective Memoranda of Association contain certain overlapping objects relating to steel pipes, steel tubular poles, conductors, steel products and allied materials.

B. To avoid conflict of interest, unhealthy competition and to protect their respective goodwill and core business focus, the Parties wish to mutually agree on non-compete restrictions with clear business demarcation.

1. DEFINITIONS

1.1 "Core Business of APL" means manufacturing and dealing in steel pipes, steel tubular poles, steel square/rectangular pipes, structures, scaffolding, cables, conductors, wire products, crash barriers (including W-beam, Thrie-beam, Strut channel, wire rope safety barriers, and other road safety equipment), and solar mounting structures/support systems for solar panels and power projects.

1.2 "Core Business of ATCPL" means manufacturing and dealing in all kind of conductors, cables and wires for communication, electrical fittings, transformers, switch gears, lightning conductors, steel square, rectangle tubes and pipes, electric poles, and other steel products.

1.3 "Restricted Territory" means the whole of India or such other territory as may be mutually agreed.

2. NON-COMPETE OBLIGATIONS

2.1 APL Restrictions

APL agrees that it shall not, without prior written consent of ATCPL:-

- a) Enter into sales agreement or approach the customers of ATCPL for supply of **Steel tubular poles and steel pipes.**
- b) Enter into the manufacturing or trading of electrical **transformers, switch gears, lightning conductors or other specialised electrical products;**
- b) Manufacture or directly compete with ATCPL in the field of **telecommunication/electrical conductors and copper/aluminum based wires/cables.**

2.2 ATCPL Restrictions

ATCPL agrees that it shall not, without prior written consent of APL:

- a) Enter into sales agreement or approach the customers of APL for supply of **steel tubular poles and steel pipes.**
- b) Enter into the manufacturing or trading of **crash barriers, road safety equipment, or solar mounting structures and support systems;**
- c) Directly compete with APL in **steel structural fabrication related to solar or road infrastructure projects.**

2.3 Mutual Restrictions

Both Parties agree that they shall not:

- a) Solicit or approach the customers/clients of other Party for the products falling within the Core Business of the other;
- b) Induce or attempt to induce any key employee, officer, or consultant of the other Party to terminate their engagement;
- c) Misuse or disclose any confidential or proprietary information of the other Party.

3. CONFIDENTIALITY

Each Party shall maintain strict confidentiality of all proprietary and technical information received from the other and shall not disclose or use such information for any purpose other than in connection with this Agreement.

4. TERM

This Agreement shall remain valid for a period of 5 (Five) years from the effective Date i.e. 7th April 2025 to 6th April 2030 unless terminated earlier by mutual consent.

5. REMEDIES

In the event of a breach of this Agreement, the aggrieved Party shall be entitled to seek injunctive relief, damages, or any other remedy available under law.

6. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by the laws of India. The courts at Uttar Pradesh shall have exclusive jurisdiction over disputes arising under this Agreement.

7. MISCELLANEOUS

7.1 This Agreement embodies the entire understanding between the Parties regarding non-compete obligations and supersedes all prior understandings.

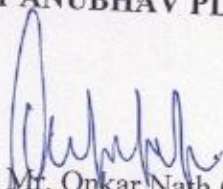
7.2 Any amendment shall be valid only if made in writing and signed by both Parties.

7.3 If any provision of this Agreement is held unenforceable, the remaining provisions shall continue in full force.

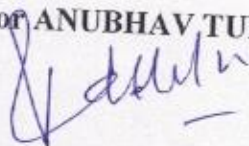
8. EXECUTION

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

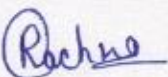
A) For ANUBHAV PLAST LIMITED


Name: Mr. Onkar Nath Gupta
Designation: Managing Director

B) For ANUBHAV TUBES & CONDUCTORS PRIVATE LIMITED


Name: Mr. Vinamra Gupta
Designation: Director

Witnesses:

1) 
Mauab Garij Karpur

2) 