

Government of National Capital Territory of Delhi

₹100

e-Stamp

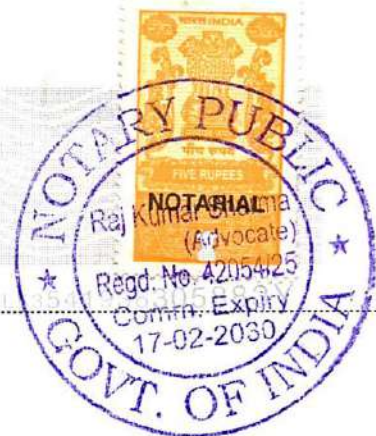
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Certificate No.	: IN-DL53541936305883Y
Certificate Issued Date	: 14-Feb-2026 05:07 PM
Account Reference	: IMPACC (IV)/ dl816903/ DELHI/ DL-SHD
Unique Doc. Reference	: SUBIN-DL81690328444807650784Y
Purchased by	: SMV ENTERPRISES
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SMV ENTERPRISES
Second Party	: SUSAN ELECTRICALS INDIA LIMITED
Stamp Duty Paid By	: SMV ENTERPRISES
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



₹100

Please write or type below this line



For SMV ENTERPRISES

Proprietor

For Susan Electricals India Ltd.

Director

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.



NON-COMPETE AGREEMENT

THIS NON-COMPETE AGREEMENT is made and executed at New Delhi on this 14th February, 2026 by and between:

M/s SMV Enterprises, a Proprietorship Firm and having its principal place of business at Khasra No. 17/10, B1 Main Mandoli Road, Shahdara, New Delhi-110093 acting through its Proprietor Mrs. Mahak Jain (Hereinafter referred to as "**Sole Proprietorship** " or "**SMV**", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its partners, successors and permitted assigns) **OF THE FIRST PART.**

AND

Susan Electricals India Limited, a public limited company incorporated under the provisions of the Companies Act, 2013 and having its registered office at 1703, Nirmal Tower, 26, Barakhamba Road, Connaught Place, New Delhi-110001 and having CIN U31908DL2007PLC171215, acting through its authorized signatory **Mr. Lalit Sharma, Whole-time Director** (hereinafter referred to as "**the Company**" or "**Susan Electricals**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) **OF THE SECOND PART.**

For Susan Electricals India Ltd.

For **SMV ENTERPRISES**

Proprietor

Director



(The Proprietorship Firm and the Company are hereinafter collectively referred to as "**the Parties**" and individually as "**Party**")

WHEREAS

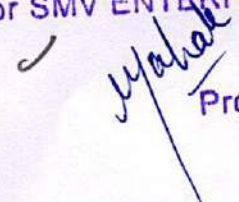
- A. The Proprietorship Firm is engaged in the business of Manufacturing of DPC Winding Wire / strips of Aluminium and Copper and supply to Govt. Discoms and other private Entities.
- B. The Company is engaged in the business of insulating of wires and Material to deal in wires and electricals goods and components and manufacturing, process, fabrication, design, buying, selling, import, export or otherwise insulating in all kind of Electrical wires and cables, meter cables, mining cables, paper insulated lead sheathed cables, joint cables, PVC cables, insulated lead covered PVC cables, armored and un-armored extra high tension shield and belted power cables, XLPE cables, From 1.1 KV to 66 KV all type of cables, telecommunication, telephone and telegraph cables, welding cables, G I wires, D.C. Wires paper or PVC and rubber chemical formulation and compound. To draw rod and wire from billets & Rod of ferrous and non-ferrous metals and cables joint-manufacturer & insulator.4. To buy, sell distribute, import, export, process and insulating in all types of joint cables, PVC and rubber chemicals, rubber goods, rubber cables, PVC Resin suspension paste grade, rubber compound, PVC compounds, plastic goods, synthetics, chemicals, wires pipes, sheets, Brass, Copper & Aluminium bars/Rod/Waste, steel strip/wires.in India.

C. Mr. Mahak Jain is the proprietor of the Proprietorship Firm and is also related to promoter of the Company.

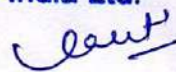
D. The Parties being related entities have agreed to enter into this Agreement to avoid potential business conflicts, ensure clarity in their respective business operations and protect the business interests and growth prospects of the Company.

E. The Proprietorship Firm has agreed on good faith basis and without any monetary consideration to undertake certain non-compete obligations in favour of the Company and to prioritize the business interests of the Company, on the terms and conditions set forth hereinafter.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

For SMV ENTERPRISES

 Proprietor

For Susan Electricals India Ltd.


 Director

1. **DEFINITIONS**

In this Agreement, unless the context otherwise requires:

1.1 "Company Business" means operating in the business of insulating of wires and Material to deal in wires and electricals goods and components and manufacturing, process, fabrication, design, buying, selling, import, export or otherwise insulating in all kind of Electrical wires and cables, meter cables, mining cables, paper insulated lead sheathed cables, joint cables, PVC cables, insulated lead covered PVC cables, armored and un-armored extra high tension shield and belted power cables, XLPE cables, From 1.1 KV to 66 KV all type of cables, telecommunication, telephone and telegraph cables, welding cables, G I wires, D.C. Wires paper or PVC and rubber chemical formulation and compound. To draw rod and wire from billets & Rod of ferrous and non-ferrous metals and cables joint-manufacturer & insulator. To buy, sell distribute, import, export, process and insulating in all types of joint cables, PVC and rubber chemicals, rubber goods, rubber cables, PVC Resin suspension paste grade, rubber compound, PVC compounds, plastic goods, synthetics, chemicals, wires pipes, sheets, Brass, Copper & Aluminium bars/Rod/Waste, steel strip/wires.in India

1.2 "Restricted Activities" means:

- (a) Branding, procurement and distribution of insulation of wires and Material to deal in wires and electricals goods and components and manufacturing, process, fabrication, design, buying, selling, import, export or otherwise insulating in all kind of Electrical wires and cables, meter cables, mining cables, paper including products marketed under the 'Susan Electricals' brand or any other brand owned, licensed or controlled by the Company subject to applicable law and fiduciary obligations that are directly competitive with or substitutable for the products traded by the Company;
- (b) Expanding the business of the Proprietorship Firm into any product line, service or business activity that falls within the scope of the Company Business or is directly competitive with the Company Business;
- (c) Soliciting, canvassing or accepting orders from customers of the Company for products or services that compete with the Company Business; or
- (d) Directly or indirectly engaging in, investing in, advising, consulting for, or otherwise participating in any business or venture that is in competition with the Company Business.

1.3 "Territory" means the entire territory of India.

For SMV ENTERPRISES

Proprietor

For Susan Electricals India Ltd.

Director

1.4 "Permitted Activities" means:

- (a) Continuation of the Firm's existing business of Manufacturing of DPC Winding Wire / strips of Aluminium and Copper and supply to Govt Discoms and other Private Entities provided such business does not fall within the scope of Restricted Activities;
- (b) Transactions between the Proprietorship Firm and the Company on an arm's length basis, in the ordinary course of business for supply of goods or services that do not fall within the scope of Restricted Activities; and
- (c) Any other business activity that does not fall within the scope of Restricted Activities.

2. NON-COMPETE UNDERTAKING

- 2.1** The Proprietorship Firm hereby unconditionally and irrevocably undertakes and agrees that it shall not at any time during the subsistence of this Agreement, either directly or indirectly, on its own account or in association with or on behalf of any other person, firm, company or entity, engage in any Restricted Activities within the Territory.
- 2.2** The Proprietorship Firm shall not expand its business into any product line, service or activity that falls within the scope of the Company Business or competes with the Company Business.
- 2.3** The Firm shall not use any confidential information, trade secrets, know-how, customer lists, supplier contacts or any other proprietary information of the Company for its own benefit or for the benefit of any third party.

2.4 The non-compete obligations under this Clause 2 shall be perpetual and shall continue to apply for as long as the Company carries on the Company Business, to the extent permitted under applicable law.

3. PERMITTED ACTIVITIES

- 3.1** Notwithstanding the provisions of Clause 2 above, the Firm shall be permitted to:
- (a) Continue its existing business of Manufacturing of DPC Winding Wire / strips of Aluminium and Copper and supply to Govt Discoms and other Private Entities .
 - (b) Carry on any other business activity that does not fall within the scope of Restricted Activities.

4. PRIORITY OBLIGATION

- 4.1** The Proprietor of the Proprietorship Firm, hereby undertake and agree that she shall prioritize the business interests of the Company over the business interests of the Proprietor Firm.

For SMV ENTERPRISES

Proprietor

For Susan Electricals India Ltd.

Director

4.2 In the event of any business opportunity arising that falls within the scope of the Company Business, the Proprietor shall ensure that such opportunity is offered to and exploited by the Company, and not by the Firm.

4.3 The Proprietor shall use their best efforts to promote, develop and expand the Company Business, and shall not take any action or omit to take any action that may adversely affect the business interests, reputation or growth prospects of the Company.

5. **CONSIDERATION**

The Parties acknowledge and agree that this Agreement is executed on good faith basis, and no monetary consideration is payable by the Company to the Proprietor for the non-compete obligations undertaken herein.

6. **DURATION AND TERMINATION**

This Agreement shall come into effect from the date of its execution and shall remain in force perpetually, unless terminated by mutual written consent of the Parties.

7. **NOTICES**

Any notice, demand or communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if:

(a) Delivered personally; or

(b) Sent by registered post with acknowledgment due; or

(c) Sent by speed post or courier; or

(d) Sent by electronic mail with confirmation of receipt to the Parties at the following addresses:

To the Firm:

M/s. SMV Enterprises

Address: Khasra No 17/10, B1 Main Mandoli Road, Shahdara, New Delhi-110093

Attention: Mrs. Mahak Jain, Proprietor

To the Company:

Susan Electricals India Limited

Address: 1703, Nirmal Tower, 26, Barakhamba Road, Connaught Place, New Delhi-110001

Attention: Mr. Lalit Sharma, Whole-time Director

8. Any Party may change its address for notices by giving written notice of such change to the other Party in the manner provided in this Clause 8.

For SMV ENTERPRISES

Proprietor

For Susan Electricals India Ltd.

Director

9. AMENDMENT

No amendment, modification or variation of this Agreement shall be valid or binding unless made in writing and duly executed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Non-Compete Agreement on the day, month and year first above written.

SIGNED AND DELIVERED

For M/s. SMV Enterprises

For SMV ENTERPRISES

Mahak Jain
(Proprietor)

For Susan Electricals India Limited
For Susan Electricals India Ltd.

Lalit Sharma
Whole-time Director Director

WITNESSES:

1. *Mukul Mittal*

Signatures: MUKUL MITTAL

S/o: *Shri Madan Mohan Mittal*

Name:

Address: *Girdharpur Sumatri C.B. Nagar*

2. *Lalit Kumar*

Signatures: Lalit Kumar.

Name:

S/o: *SH. Jitendu Kumar*

Address: *Heetnagar, Shaktigarden, Delhi*

