



महाराष्ट्र MAHARASHTRA

2026

EY 766081



श्रीमती मिनल महाजर्

Non-Competition Agreement

This Non-Competition Agreement ("Agreement") is made and entered into as of 19th JUNE 2026 by and between:

1. Parties:

M/s Groma Global Limited, a company incorporated under The Companies Act 1956 having its registration number as U51101MH2006PLC160008 situated at "1102A, 11th Floor, Fortune Terraces, Opp Citi Mall, New Link Road, Near Lower Oshiwara Metro Station, Andheri West, Andheri, Mumbai-400053, Maharashtra, India. (hereinafter referred as a Company-A)

M/s Maruti Dal Mill, Proprietorship Concern (of Mr. Dilip Premnarayan Kabra) having PAN: AHCPK9734A, situated at Sector 19E, 31, Opp APMC Market, Navi Mumbai, Thane, Maharashtra -400705 (hereinafter referred as a Company-B)

WHEREAS

- Company A operates in **Trading of all types of Agri Commodities mainly Pulses, Grains, Oil Seeds etc.**
- Company B operates in the business of trading in grains and pulses, including **Procurement, Distribution and Processing of the products such as Pulses mainly Yellow Peas and Red Lentils.**
- Company A acknowledges the necessity to protect Company's business interests and competitive position from Company B.

4 JUN 2026

203007

जाडपत्र-9 Annexure - 1

फक्त प्रतिज्ञापत्रासाठी Only for Affidavit

मुद्रांक विकत घेण्याचे पत्र

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GROMA GLOBAL LTD
Sangam Arcade,
Vallabhai Road, Vile Parle (W),
Mumbai - 400 056

4 JUN 2026

मुद्रांक विकत घेण्याचे पत्र

परवाना क्रमांक: ८००००९९

मुद्रांक विकत घेण्याचे पत्र

प्रा. एम. कोर्ट, अंधेरी येथे

भासकीय कायदाप्रमाणे

कागदाची आवश्यकता नाही

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी

करण्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

NOTARY
Ramesh Kumar Singh
Area Greater - Mumbai

2. Purpose:

The purpose of this Agreement is to protect the legitimate business interests of both parties, including trade secrets, confidential information, and market share.

3. Non-Competition Covenant:

That following the execution and during the subsistence of this agreement, all the parties agrees as under.

- a) That the agreement shall subsist and shall be valid for a period of 10 years from the date of this agreement.
- b) That neither parties shall directly or indirectly engage in any business that competes with the business of the other party.
- c) That Company B shall not expand its business to any other territories other than to the currently existing territories, during the subsistence of this agreement.
- d) That Company B shall not expand its product portfolio to any other products similar to that of Company A, during the subsistence of this agreement.
- e) That neither parties shall solicit or accept business from each other's clients or customers during the term of this Agreement
- f) That Company B shall not hire or attempt to hire employees (including ex. employees) or manpower suppliers of Company A during the term of this Agreement.

4. Confidential Information:

The proprietor (who is our promoter group member) hereby acknowledge that during the course of their business relationship, they may have access to and become acquainted with confidential information of both parties which they shall never use for the benefit of the Company B in a manner so as to prove disadvantageous to the business or interest of the Company A and that in the event the proprietor is in possession of any information or business opportunity which may be of mutual interest to both the entities, priority shall be given to the protection of interest of Company A.. Both parties agree not to disclose or use any confidential information for any purpose other than in connection with their business relationship.

5. Consideration:

The parties acknowledge that the provisions of this Agreement are supported by adequate consideration, including the mutual promises and covenants contained herein.

6. Governing Law:

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

7. Severability:

If any provision of this Agreement is found to be unenforceable or invalid, the remaining provisions shall be enforceable to the fullest extent permitted by law.

8. Entire Agreement:

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

9. Amendments:

Any amendment or modification of this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Company A:
M/s GROMA GLOBAL LIMITED

Company B:
M/s MARUTI DAL MILL

Signature: Dhruv Kabra

Name: Mr. DHRUV KABRA

Designation: WHOLE-TIME DIRECTOR

Signature: Dilip Kabra

Name: Mr. DILIP KABRA

Designation: PROPRIETOR

BEFORE ME

Sr. No.:	4398
Date	19-06-26

RK 19-6-26
RAMESH KUMAR SINGH
(BSC, LLB)
Advocate & Notary Govt. of India
Greater Mumbai & Thane District
Regd. No. 11212