



IN-GJ32942877896712Y



सत्यमेव जयते

INDIA NON JUDICIAL Government of Gujarat

Certificate of Stamp Duty

Certificate No. : IN-GJ32942877896712Y

Certificate Issued Date : 20-Mar-2026 11:38 AM

Account Reference : CSCACC (GV)/ gjcsceg07/ GJ-AHLAL1130 GJ-AH

Unique Doc. Reference : SUBIN-GJGJCSCEG0763847144810608Y

Purchased by : VIVEKANAND COSTPIN LIMITED

Description of Document : Article 5(h) Agreement (not otherwise provided for)

Description : NON-COMPETE AND NON-SOLICITATION AGREEMENT

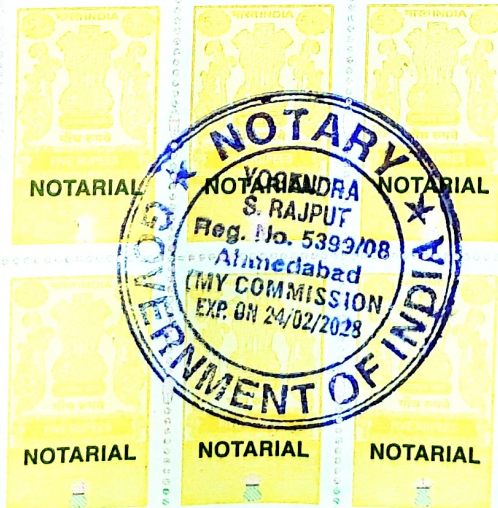
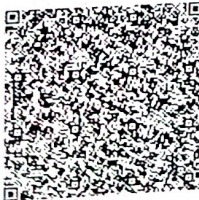
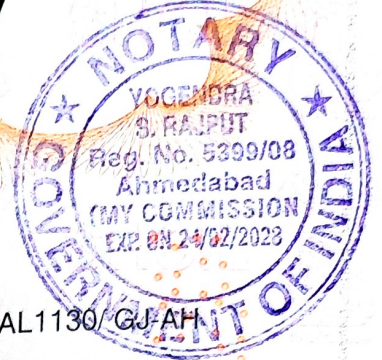
Consideration Price (Rs.) : 0
(Zero)

First Party : VIVEKANAND COSTPIN LIMITED

Second Party : AMBICA COTSEEDS LIMITED

Stamp Duty Paid By : VIVEKANAND COSTPIN LIMITED

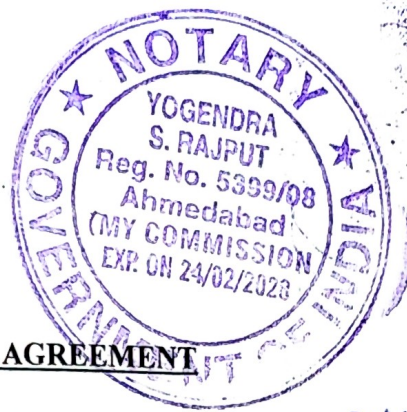
Stamp Duty Amount(Rs.) : 300
(Three Hundred only)



GG 0041972068

Statutory Alert:

The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India Ltd. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid. In case of any discrepancy please inform the Competent Authority.



NON-COMPETE AND NON-SOLICITATION AGREEMENT

This Non-Compete and Non-Solicitation Agreement ("Agreement") is made and entered into on this 24th March, 2026 ("Effective Date")

BY AND BETWEEN:

VIVEKANAND COTSPIN LIMITED (Formerly Known as "VIVEKANAND COTSPIN PRIVATE LIMITED"), a public limited company incorporated under the Companies Act, 2013, having its registered office at S/No 181/1, 182/1, At Rangpurda, Kadi, Mahesana-382715, Gujarat, India., (hereinafter referred to as "**VCL**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns), of the First Part;

AND

AMBICA COTSEEDS LIMITED, a group company incorporated under the provisions of the Companies Act, 2013, having its registered office at SF 12 Parmanand Plaza, Opp Fire Station Nagar Palika, Village: Kadi, Taluka: Kadi, District: Mahesana – 382715 (hereinafter referred to as "**ACL**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns), of the Second Part.

VCL and ACL are hereinafter collectively referred to as the "**parties**" and individually as a "**party**"

WHEREAS

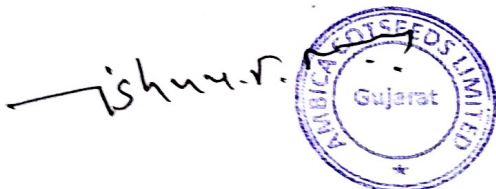
- A. VCL is engaged in the business of cotton processing and yarn manufacturing sector by way of Ginning of cotton and spinning of cotton yarn along with its trading. The company operates in two primary areas: cotton ginning and spinning. The products manufactured include Cotton bales, cotton seeds and Cotton yarn.
- B. ACL is engaged in business of trading and Export- Import of Cotton bales, cotton seeds and Cotton yarn.
- C. VCL is in the process of undertaking an Initial Public Offering (IPO) and listing its equity shares on SME Platform of BSE ("**Designated Stock Exchange**") and seeks to avoid any potential conflict of interest or overlapping operations with its partnership concern, FIPL;
- D. VCL, recognizing the potential for such conflict, agrees to certain restrictions on its business operations and solicitations on accordance with the terms of this Agreement;
- E. Each Party confirms that the execution of this Agreement has been duly authorized by a resolution of its Board of Directors.

DEFINITIONS

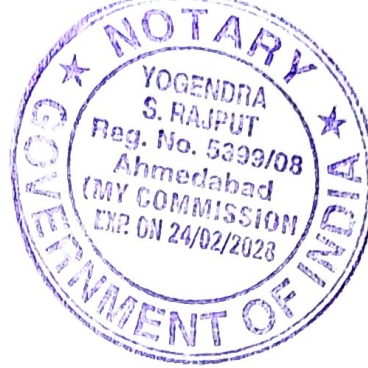
"**Business**" shall mean business of cotton processing and yarn manufacturing sector by way of Ginning of cotton and spinning of cotton yarn along with its trading and Manufacturing of Cotton bales, cotton seeds and Cotton yarn

"**Restricted Activities**" shall mean any sale, marketing, supply, distribution, or provision of services competing with the Business within the Territory.

"**Confidential Information**" shall mean all non-public business information, trade secrets, customer lists, pricing strategies, and other proprietary information disclosed under this Agreement.







1. NON-COMPETE OBLIGATION

- 1.1 ACL agrees that, during the term of this Agreement, it shall not, whether directly or indirectly, undertake, participate in, or otherwise engage in any business activity or restricted activity that competes with or is substantially like the business of VCL.
- 1.2 ACL shall be permitted to approach and tender to customers who are also customers of VCL. However, ACL shall not, directly or indirectly, market, sell, or supply any service(s) which are identical, substantially similar, or fall within the same or similar line of business as the service(s) offered by VCL. If the service(s) of VCL are distinct and not in the same or similar line of business as those of VCL, ACL shall be free to provide such service(s) to the same customers without any restriction.

2. NON-SOLICITATION

ACL agrees that, during the term of this Agreement, it shall not, whether directly or indirectly:

- a) solicit, induce, or attempt to solicit or induce any employee, officer, or consultant of VCL to resign, discontinue, or otherwise terminate their relationship with VCL; or
- b) solicit, induce, or attempt to solicit or induce any customer, client, supplier, or vendor of VCL for the purpose of engaging in, or with the intent to engage in, any business or activity that is competitive with the business of VCL.

3. TERM

This Agreement shall remain in force for a **period of 3 years from the Effective Date** unless earlier terminated by mutual agreement in writing.

4. CONFIDENTIALITY

Each Party agrees to maintain, in strict confidence, the terms of this Agreement and any proprietary, confidential, or commercially sensitive information received from the other Party, whether disclosed orally, in writing, electronically, or otherwise. Neither Party shall disclose such information to any third party, nor use it for any purpose other than the performance of its obligations under this Agreement, without the prior written consent of the disclosing Party, except as may be required by law or regulatory authority.

5. CONFLICT OF INTEREST & COMMON DIRECTORS/PARTNERS

5.1 Any director/partner who has dual association must:

- (a) disclose any conflict of interest;
- (b) not misuse privileged or confidential information of one Party for benefit of the other;
- (c) act in good faith to avoid prejudice to either Party.

5.2 The Parties shall adopt internal compliance measures to mitigate risks arising from such dual roles.





6. INDEMNITY

Each Party agrees to indemnify and hold harmless the other Party, its directors, officers, and partners, from any loss, claim, damage, or expense arising out of breach of this Agreement.

7. REMEDIES

The Parties acknowledge and agree that any breach of this Agreement may result in irreparable harm for which monetary damages alone may be an inadequate remedy. Accordingly, the non-breaching Party shall be entitled, in addition to any other rights or remedies available at law or in equity, to seek and obtain equitable relief, including injunctive relief and specific performance or any remedies available under law.

8. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India. The courts at Pune, Maharashtra shall have exclusive jurisdiction over all disputes arising out of or in connection with this Agreement.

9. ARBITRATION

All disputes arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996

The arbitration shall be:

- (a) conducted by a sole arbitrator appointed jointly by the Parties;
- (b) held at Pune, Maharashtra.

The arbitral award shall be final and binding on the Parties

10. NO WAIVER

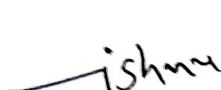
The failure of any party hereto to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part thereof or the right of either party to enforce each and every provision in accordance with its terms.

11. MODIFICATION OF AGREEMENT

In the event any provision of this Agreement is determined to be invalid by any court or other entity of competent jurisdiction, the provision of this Agreement shall be deemed to have been amended and the parties hereto agree to execute all documents necessary to evidence such amendment so as to eliminate or modify any such invalid provision so as to carry out the intent of this Agreement as far as possible and to render this Agreement enforceable in all respects as so modified.

12. NOTICES

All the notices, requests, demands and other communications under this Agreement shall be in writing and delivered to the registered office addresses of the Parties and the aforesaid shall be deemed to have been duly given if (a) delivered by hand and receipted by the party to whom said notice or other communication shall have been directed, (b) sent by certified or registered mail, postage prepaid, and deemed delivered upon acknowledgment of receipt by the recipient.







LEGAL FEE AND COSTS

13. In the event of any legal action by the protected party or restricted party to enforce any one or more provisions of this Agreement, whether at law or in equity, the prevailing party shall be entitled to receive from the other party all enforcement costs including, without limitation, reasonable legal fees and costs whether incurred before, during and after the arbitration proceedings.

COUNTERPARTS

14. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

ENTIRE AGREEMENT

15. Both the parties represent and agree that they have read this Agreement and understand its terms and the fact that it releases all claims each might have entered into this Agreement without duress or coercion from any source. This Agreement supersedes all other Agreements entered into between the parties

SIGNATURES

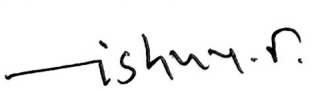
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

For **VIVEKANAND COTSPIN LIMITED**


Name – NIRAV PATEL
Designation – Chairman & Managing Director
Date –



For **AMBICA COTSEEDS LIMITED**


Name – VISHNUBHAI PATEL
Designation – Director
Date –



ATTESTED BY ME



YOGENDRA S. RAJPUT
NOTARY PUBLIC
GOVT. OF INDIA
(MY COMMISSION EXPIRES ON 24/02/2028)
Off: F-115, New Market, Lower B,
Opp. Mukhanna, Thaltej, Ahmedabad - 380070

NOTED & REGISTERED

Sr. No. 2360/26

24 MAR 2026

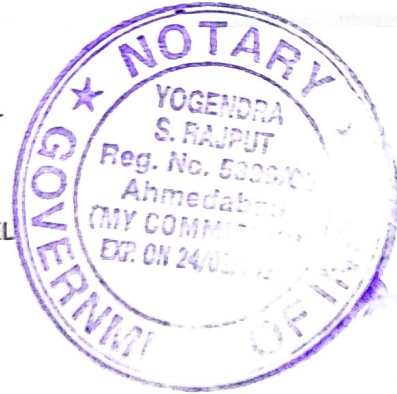
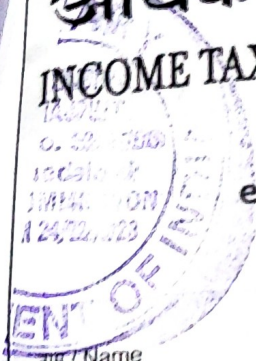


आयकर विभाग INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ई-स्थायी लेखा संख्या कार्ड
e - Permanent Account Number (e-PAN) Card
ABRPP8467G



नाम / Name

VISHNUBHAI PRAHLADDAS PATEL

पिता का नाम / Father's name

PRAHALADBHAI CHIMANLAL PATEL

जन्म की तारीख / Date of Birth

01/06/1968

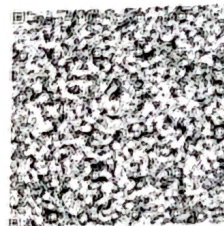
लिंग / Gender

Male



Vishnu B. Patel

हस्ताक्षर / Signature



Signature valid

Digitally signed by
Income Tax Deptt.
Date: 01.06.2016 15:15 IST

- ✓ Permanent Account Number (PAN) facilitate Income Tax Department linking of various documents, including payment of taxes, assessment, tax demand tax arrears, matching of information and easy maintenance & retrieval of electronic information etc. relating to a taxpayer. स्थायी लेखा संख्या (पैन) एक फरदाता से संबंधित विभिन्न दस्तावेजों को जोड़ने में आयकर विभाग को सहायक होता है, जिसमें करों के भुगतान, आकलन, कर मांग, टैक्स बकाया, सूचना के मिलान और इलक्ट्रॉनिक जानकारी का आसान रखरखाव व बहाली आदि भी शामिल है।
- ✓ Quoting of PAN is now mandatory for several transactions specified under Income Tax Act, 1961 (Refer Rule 114B of Income Tax Rules, 1962) आयकर अधिनियम, 1961 के तहत निर्दिष्ट कई लेनदेन के लिए स्थायी लेखा संख्या (पैन) का उल्लेख अब अनिवार्य है (आयकर नियम, 1962 के नियम 114B, का संदर्भ ले)
- ✓ Possessing or using more than one PAN is against the law & may attract penalty of upto Rs. 10,000. एक से अधिक स्थायी लेखा संख्या (पैन) का रखना या उपयोग करना, कानून के विरुद्ध है और इसके लिए 10,000 रुपये तक का दंड लगाया जा सकता है।
- ✓ The PAN Card enclosed contains Enhanced QR Code which is readable by a specific Android Mobile App. Keyword to search this specific Mobile App on Google Play Store is "Enhanced QR Code Reader for PAN Card". सलाह पैन कार्ड में एनहांस क्यूआर कोड शामिल है जो एक विशिष्ट एंड्रॉइड मोबाइल ऐप द्वारा पठनीय है। Google Play Store पर इस विशिष्ट मोबाइल ऐप को खोजने के लिए कीवर्ड "Enhanced QR Code Reader for PAN Card" है।

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
ABRPP8467G

नाम / Name
VISHNUBHAI PRAHLADDAS PATEL

पिता का नाम / Father's Name
PRAHALADBHAI CHIMANLAL PATEL

जन्म की तारीख / Date of Birth
01/06/1968

हस्ताक्षर / Signature
Vishnu B. Patel

इस कार्ड के खोले/चले या हस्ताक्षर किए/लौटने:

आयकर विभाग, प्लॉट नं. 341, सर्वे नं. 997/8, मोडल कॉलोनी, नज़्द डीप बंगलावा चौक, पुणे - 411 016.

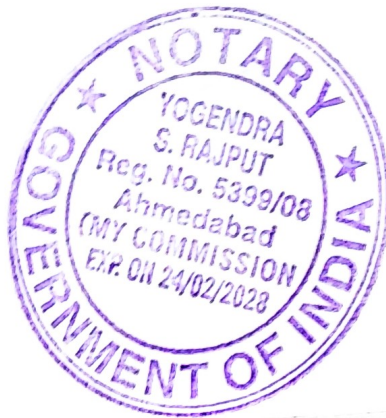
If this card is lost / someone's lost card is found, please inform / return to :

Income Tax PAN Services Unit, NSDL, 5th Floor, Mantri Sterling, Plot No. 341, Survey No. 997/8, Model Colony, Near Deep Bunglow Chowk, Pune - 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081 e-mail: timinfo@nsdl.co.in

Electronically issued and Digitally signed ePAN is a valid mode of issue of Permanent Account Number (PAN) post amendments in clause (c) in the Explanation occurring after sub-section (8) of Section 138A of Income Tax Act, 1961 and sub-rule (6) of Rule 114 of the Income Tax Rules, 1962.

Vishnu B. Patel



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

AMBICA COTSEEDS LIMITED



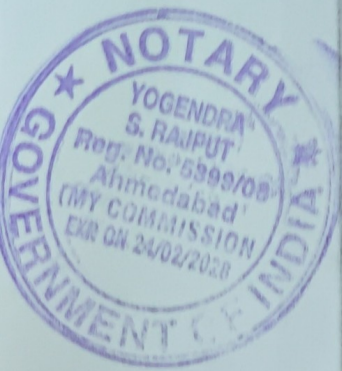
28/04/2011

Permanent Account Number

AAJCA4155E

10052011





आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA



PATEL NIRAV BHARATBHAI
BHARATBHAI PRAHLADBHAI PATEL

01/04/1986

Permanent Account Number

AYEPP6780A

Signature



16092008