

महाराष्ट्र MAHARASHTRA ◐ 2025 ◐ EM 810987

Sub Treasury Office
Vasai
21 AUG 2026
Addl. Treasury Officer
21/08/26

This Stamp Paper forms an integral part of the Non-Compete Agreement executed between PENTACLE CONSULTANTS (I) LIMITED *(Formerly known as Pentacle Consultants (I) Private Limited)* (CIN: U71100MH2006PLC165384), having its registered office at Unit No. A-1709, 17th Floor, One Lodha Place, Senapati Bapat Marg, Lower Parel, Mumbai, Maharashtra – 400013, India, and PENTACLE ENGINEERING SERVICES L.L.C. (Commercial Licence No. 1377565), having its registered office at Office No. 14-11-123, Adel Mohamed Ali Jasim Almarzouqi – 14-11, Al Goze First, Dubai, United Arab Emirates, executed on 25th August, 2026.

NON-COMPETE AGREEMENT

This Non-Compete Agreement ("Agreement") is made and entered into as of this 25 August 2026, by and between

PENTACLE CONSULTANTS (I) LIMITED (CIN: U71100MH2006PLC165384), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Unit No. A-1709, 17th Floor, One Lodha Place, Senapati Bapat Marg, Lower Parel, Mumbai, Maharashtra – 400013, India (hereinafter referred to as the "Company")

AND

PENTACLE ENGINEERING SERVICES L.L.C. (Commercial Licence No. 1377565), a Limited Liability Company registered in Dubai, United Arab Emirates under the applicable laws and regulations of the United Arab Emirates, having its registered office at Office No. 14-11-123, Adel Mohamed Ali Jasim Almarzouqi – 14-11, Al Goze First, Dubai, United Arab Emirates (hereinafter referred to as the "Subsidiary Company").

(Each individually referred to as a "Party" and collectively referred to as the "Parties".)

RECITALS

WHEREAS, the Company is engaged in the business of integrated engineering and infrastructure consultancy services;

WHEREAS, the Subsidiary Company is presently engaged in a similar line of business, including Architectural Perspective Drawing Services, Product Design Services, Building Maquette & Model Makers, Geographical Maps Drawing and Building Energy Efficiency Services;

WHEREAS, The Subsidiary are engaged in businesses similar or allied to the Business. The promoters of the Subsidiary undertake that they shall not, and cause the Subsidiary not to, engage in business as is, or own an interest in, directly or indirectly (through a holding company or otherwise), invest or participate in any manner whatsoever, in any individual proprietorship, partnership, corporation, joint venture, or any other form of business entity / undertaking or in the management or operations of any entity, whether as an individual proprietor, partner, shareholder, joint venture, officer, director, consultant, finder, broker, employee, or in any other manner whatsoever (except on behalf of the Company), if such entity is engaged, in the business operations or activities that are same or similar to the Business or which in any other manner competes with the Business, including solicit for competitive business, any customer of the Company or otherwise use their knowledge or influence over any customer to the detriment of the Company;

WHEREAS, the Subsidiary Company acknowledges that the restrictions set forth in this Agreement are fair, reasonable, and necessary to protect the legitimate business interests of the Company;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, the Parties agree as follows:

1. DEFINITIONS

1.1 "Competing Business"

"Competing Business" means any business which is the same as or similar to, or which directly competes with, the Business of the Company, including integrated engineering and infrastructure

consultancy services, engineering consultancy, infrastructure consultancy, project consultancy, technical consultancy, management consultancy and allied consultancy services.

1.2 "Competitor"

Shall mean any individual, corporation, partnership, or other entity engaged in a business that directly or indirectly competes with the business of the Company.

1.3 "Restricted Territory"

Means India and such other geographical areas where the Company is carrying on or proposes to carry on the integrated engineering and infrastructure consultancy services business during the Restricted Period.

2. NON-COMPETE COVENANT

2.1 Non-Compete Obligation

The Subsidiary Company agrees that, during the term of its association with the Company and to the extent permitted by applicable law, it shall not, within the Restricted Territory, directly or indirectly:

a) engage in, carry on, invest in, manage, operate, control or participate in any business that is the same as, substantially similar to, or directly competes with the Business of the Company;

b) solicit or attempt to solicit any business from the Company's clients, customers or prospective clients with whom the Subsidiary Company has had material dealings in connection with the Business;

c) knowingly divert or attempt to divert any customer, client, business opportunity or commercial relationship of the Company;

d) enter into any agreement, arrangement, partnership, joint venture or other commercial relationship for the purpose of carrying on a business that directly competes with the Business of the Company; or

e) assist, finance, promote, manage or otherwise facilitate any person or entity in carrying on a business that directly competes with the Business of the Company.

2.2 The Subsidiary Company shall not use or exploit any confidential information, trade secrets, business plans, pricing strategies, customer data or operational know-how of the Company for the purposes of any Competing Business.

3. CONFIDENTIAL INFORMATION

The Subsidiary Company agrees not to disclose, use, or otherwise make available to any third party any Confidential Information of the Company, except as required in the performance of their duties for the Company.

4. EXCEPTIONS AND LIMITATIONS

4.1 Limitations of Restrictions

The restrictions in this Agreement shall not apply to:

a) Any activities conducted by the Subsidiary Company outside the scope of their duties with the Company;

b) Information that is publicly known or becomes publicly known through no fault of the Subsidiary Company;

c) Information required to be disclosed by law, provided that prior written notice is given to the Company to allow it to seek a protective order or other appropriate remedy.

5. REMEDIES

5.1 Injunctive Relief

The Parties agree that any breach or threatened breach of this Agreement may cause irreparable harm to the Company for which monetary damages may not be an adequate remedy. Therefore, in addition to any other remedies available at law or equity, the Company shall be entitled to seek injunctive relief to enforce the terms of this Agreement.

5.2 Damages

In the event of a breach of this Agreement, the breaching Party shall be liable for any and all damages suffered by the non-breaching Party, including but not limited to, lost profits, costs of enforcement, and reasonable attorney's fees.

6. GOVERNING LAW AND JURISDICTION

6.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India, without regard to its conflicts of law provisions.

6.2 Jurisdiction

The Parties agree that any disputes arising out of or related to this Agreement shall be subject to the exclusive jurisdiction of the courts located in Mumbai, Maharashtra, and hereby waive any objection to the jurisdiction and venue of such courts.

7. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The Parties agree to negotiate in good faith to replace any invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that reflects the original intent of the Parties as closely as possible.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, representations, and warranties, whether written or oral, related to the subject matter of this Agreement.

9. AMENDMENT AND WAIVER

9.1 Amendment

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

9.2 Waiver

No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party waiving such provision. No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

10. ASSIGNMENT

This Agreement shall not be assignable by the Subsidiary Company, whether by operation of law or otherwise, without the prior written consent of the Company. Any attempted assignment in violation of this provision shall be void.

11. NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, by certified mail, or by a recognized courier service to the respective addresses of the Parties as set forth above or to such other addresses as may be designated by the Parties in writing.

IN WITNESS WHEREOF

The Parties have executed this Agreement as of the day and year first above written.

For and on behalf of
Pentacle Consultants (I) Limited
*(Formerly known as **Pentacle Consultants (I) Private Limited**)*

Avadhut Shridhar Kshirsagar
Managing Director
DIN: 11717286

For and on behalf of
PENTACLE ENGINEERING SERVICES L.L.C.

Mr. Mahendra Pundalik More

Director
DIN: 01870852

Witnesses:

Witness 1

Name: Disha Goraksha

Address: Ratnadeep CHS, B-1603, Tilak Nagar, Chembur, Mumbai

Signature: Disha G

Witness 2

Name: Deepak Kumar Jain

Address: 202 ACME AVENUE KANDIVALI (W) MUMBAI-67

Signature: Jain