



# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : a2447dd87eed89976c39

Receipt Date : 29-Apr-2025 08:08:01 pm

Receipt Amount : 500/-

Amount In Words : Five Hundred Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : Ranchi

Stamp Duty Paid By : MINERAL INDIA GLOBAL PRIVATE LIMITED

Purpose of stamp duty paid : NON COMPETING AGREEMENT

First Party Name : MONOLITHISCH INDIA LIMITED

Second Party Name : MINERAL INDIA GLOBAL PRIVATE LIMITED

GRN Number : 2502034192

Notarised Under Notaries Act-1962  
Notaries Rules 1966 by Govt. of  
Jharkhand, Ranchi (India)

This stamp paper can be verified in the jharnibandhan site through

Signature Attested on  
Identification of Lawyer



This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इस रसीद का दूसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत भारतीय अपराध है।



29 APR 2025

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RANCHI

## NON-COMPETE AND NON-SOLICITATION AGREEMENT

This Non-Compete and Non-Solicitation Agreement ("**Agreement**") is made and entered into on this **29<sup>th</sup> day of April, 2025 at Ranchi**("Effective Date")

### BY AND BETWEEN:

**Monolithisch India Limited**, a public company incorporated under the Companies Act, 2013, having its registered office at Plot No. 381, Village: - Utaraha, P.S. Neturia, Purulia, West Bengal – 723101, India (hereinafter referred to as "**Monolithisch**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns), of the First Part;

**AND**

**Mineral India Global Private Limited**, a private limited company incorporated under the Companies Act, 2013, having its registered office at 9P Industrial Area, Kokar, Ranchi, Jharkhand – 834001, India (hereinafter referred to as "**Mineral India**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns), of the Second Part.

Monolithisch and Mineral India are hereinafter collectively referred to as the "Parties" and individually as a "Party".

NOW THEREFORE this Agreement is executed by the Parties hereto mentioned above of their own free will and volition and without any undue influence, coercion or the like in the following terms:

**WHEREAS, the parties**, are engaged in the business of manufacturing and supply of specialized ramming mass used as a heat insulation / lining material, a refractory consumable for Induction furnaces installed in iron / steel and foundry plants.

**WHEREAS, Monolithisch**, is desirous of getting itself listed with the National Stock Exchange of India Limited as per the laws, rules and regulations governing therein for the said the Parties in their respective board resolutions have decided to enter into the present agreement to avoid any legal

**WHEREAS**, the present agreement will be valid and binding between the Parties till the period the Parties by writing annul the present agreement.

Mineral India Global Private Limited

Director

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Monolithisch India Ltd.

Director

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Each Party confirms that the execution of this Agreement has been duly authorized by a resolution of its Board of Directors.

## DEFINITIONS

In this Agreement, unless the context otherwise requires:

**"Business"** shall mean the manufacture, sale, trading, supply or distribution of tiles, ceramics, sanitaryware, refractories, ramming mass, glassware, bricks, cement products, and other related industrial materials.

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

**"Territory"** shall have the meaning assigned to it in Clause 2.

**"Affiliate"** shall mean, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party.

**"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 AND NON-SOLICITATION

- The **Parties** undertakes that they shall not and shall ensure that none of their Affiliates shall, either on his/her own account or in association with others engage or participate directly or indirectly, during the period of this agreement subsists in whatever capacity, for whatever reasons:

(a) In the business area [business area of the parties annexed as Annexure-A] which, involves, relates to or competes with the **other parties** business area;

(b) Establish, develop, carry on or assist in carrying on or be engaged, concerned, interested or employed in any business area enterprise or venture competing with the **other parties** business area:



Mineral India Global Private Limited

Director

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Harsh Teja Singh  
Director

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(c) solicit, canvas or entice away (or endeavour to solicit, canvass or entice away) from the *other parties* Business area, or from any Affiliate of the *other party*, a client of the *other parties* Business area, for the purpose of offering to such client or customer, goods or services similar to or competing with those of the *other parties* business area;

(d) solicit, canvass, or entice away (or endeavor to solicit canvass or entice away) any supplier of the *other party* or of any of its Affiliates or use its knowledge of or influence over any such supplier to or for its benefit or for the benefit of any other person carrying on business competing with the *other party*;

(f) act as an advisor, consultant, trustee or agent for any third person who is engaged or proposes to start any business which directly or indirectly relates to the *other parties* business area or promote, start, engage in or do any business that directly or indirectly relates to the *other parties* Business area;

(g) Solicit or attempt to solicit any employees, officers, or consultants of *other party* to terminate their relationship;

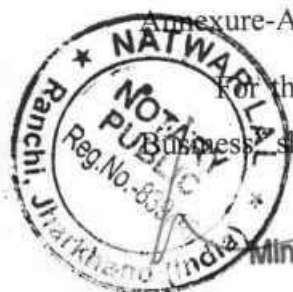
(h) solicit or attempt to solicit any customer, supplier, vendor or client of the *other party*;

- Each of the above covenants shall be construed as a separate covenant and if one or more of the covenants is held to be unlawful, the remaining covenants shall continue to bind the Parties and their Affiliates.

- It is expressly agreed by the Parties hereto that the Parties obligations under this Agreement shall include that the Parties shall not directly or indirectly in any manner whatsoever undertake any competing business in the business area of the other Parties [business area of the parties annexed as

Annexure-A].

For the purpose of this Section, the expression "competing with the Business" or Competing Business, shall be deemed to include the following.



Mineral India Global Private Limited

Director

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(a) setting up, promoting or investing in a business area, venture, activity or company which entails or proposes to compete against the business of *other party* by inter alia offering same or similar Service as are offered or proposed to be offered by the *other party*.

(b) entering into any agreement or arrangement, with any third party which results or is likely to result in making available same or similar services as are offered or proposed to be offered by the *other party*;

(c) entering into any agreement with any third party for the transfer of business knowledge or information to any third party so as to offer the third party an opportunity to compete with the Service and business of the *other party* by inter alia offering same or similar Service as are offered or proposed to be offered by the *other party*.

## 2. TERRITORY

The obligations under Clauses 1 shall apply within the geographic region(s) as mentioned in the Annexure 1:

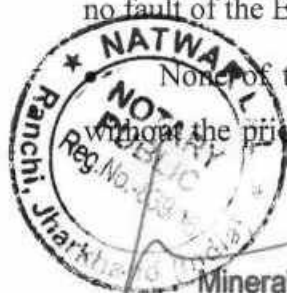
## 3. TERM

This agreement shall remain in force for a period of 5 years from the effective date, subject to any modifications mutually agreed upon by the parties to this agreement.

## 4. CONFIDENTIALITY

- The Parties hereby undertakes that they shall, and shall cause their representatives and Affiliates to, treat any information (i) related to the Parties Business, (ii) the information ("Confidential Information") received from the Party or from any of the Party's Affiliates as strictly confidential and that they shall refrain from making any disclosure to anybody for whatever purpose such Confidential Information, unless such Confidential Information is in the public domain through no fault of the Employee or their representatives or of any of their Affiliates.

None of the Parties hereto shall disclose the contents of this Agreement to any third party without the prior consent of the other party, except to the extent of any disclosure which might be



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Director

Monolithisch India Ltd.

Harsh Tewari  
Director

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required to be made under any statutory or other applicable regulation or by the effect of a court order / administrative order.

## 5. INDEMNITIES

- The respective Party shall indemnify and keep indemnified the directors, officers, shareholders, and agents from and against and in respect of any and all losses, liabilities and/ or damages, resulting from

(a) Any misrepresentation, breach of warranty or obligation or non-fulfillment of any obligations or covenants on the part of the Party or its affiliates under this Agreement, and

(b) all actions, suits, proceedings, claims, demands, judgments, costs and expenses on a full indemnity basis, incidental to any of the foregoing or incurred in investigating or attempting to avoid contest or defer the same or enforcing any of the rights of the Party under this Agreement.

## 6. REMEDIES

The Parties agree that any breach of this Agreement may cause irreparable harm and that the non-breaching Party shall be entitled to seek equitable relief including injunction, in addition to any remedies available under law.

## 7. GOVERNING LAW AND JURISDICTION

- This Agreement shall be governed by and construed in accordance with the laws of India.
- The Parties hereto agree that they shall use all reasonable efforts to resolve between themselves any disputes, controversy or claim arising out of or relating to this Agreement in an amicable manner.
- In the event the efforts and discussions described above fails to resolve the matter, such dispute, controversy or claim shall be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996, and any statutory modification or re-enactment thereof. It is further agreed that the place of arbitration shall be Kolkata, West Bengal and the Sole Arbitrator shall be appointed mutually by the Parties. The decision of the arbitrator shall be final and binding upon the



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Director

Monolithisch India Ltd.

Harish Tiberius  
Director

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The courts at Kolkata, West Bengal shall have exclusive jurisdiction over all disputes arising out of or in connection with this Agreement.

## 8. 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 Kolkata, West Bengal;
- (c) conducted in the English language.

The arbitral award shall be final and binding on the Parties.

## 9. GENERAL

### • Waiver

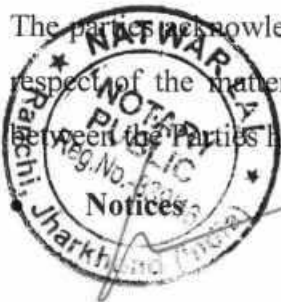
Waiver by any Party of any default with respect to any provision, condition or requirement hereof, any delay or omission of any Party to exercise any right hereunder on any one occasion shall not in any manner impair the exercise of any invalidity of such right on any other occasion.

### • Invalidity

If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respects under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. Where the provisions of such applicable law may be waived, they are hereby waived by the Parties to the full extent permitted so that this Agreement shall be deemed to be valid and binding and enforceable in accordance with its terms. If any provision of this Agreement becomes invalid, the Parties agree to substitute for such invalid provision a new provision, which serves the purpose of the invalid provision to the extent possible.

### • Entire Agreement

The parties acknowledge that this Agreement constitutes the entire agreement between the Parties in respect of the matters hereby contemplated. All previous communications, either oral or written, between the Parties hereto with respect to the subject matter hereof are hereby superseded.



Mineral India Global Private Limited

Director

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Monolithisch India Ltd.

Harsh Tejwani  
Director

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All notices require or permitted hereunder shall be in writing and in the English language and shall be sent by recognized courier or by facsimile transmission address to the address of each Party set forth above, or to such other address as such other Party shall have communicated to the other Party. Notice shall be deemed to have been served when received (and immediately upon transmission in the case of facsimile transmission or other forms of instantaneous communication including e-mail).

• **Variation**

Any variation of this Agreement shall be mutually agreed in writing and executed by or on behalf of each of the Parties.

**Signatures**

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

**For Monolithisch India Limited**

Name: HARSH TEKRIWAL.  
 Designation: MANAGING DIRECTOR.  
 Signature: Harsh Tekriwal.  
 Date: 29/04/2025.

Director

**For Mineral India Global Private Limited**

Name: PRABHAT TEKRIWAL  
 Designation: DIRECTOR.  
 Signature: [Signature]  
 Date: 29/04/2025.

Mineral India Global Private Limited

Enclosed – Annexure 1

Director

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Director

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## Annexure 1

S.No.	State	Monolithisch India Limited	Mineral India Global Private Limited
1	Andhra Pradesh	All Districts	
2	Arunachal Pradesh	All Districts	
3	Assam	All Districts	
4	Bihar	All Districts	
5	Chhattisgarh		All Districts
6	Goa	All Districts	
7	Gujarat	All Districts	
8	Haryana		All Districts
9	Himachal Pradesh	All Districts	
10	Jharkhand	Saraikela Kharsawan District Only	All Districts Except Saraikela Kharsawan District
11	Karnataka	All Districts	
12	Kerala	All Districts	
13	Madhya Pradesh		All Districts
14	Maharashtra	All Districts	
15	Manipur	All Districts	
16	Meghalaya	All Districts	
17	Mizoram	All Districts	
18	Nagaland	All Districts	
19	Odisha	Kendujhar and Dhenkanal District Only	All Districts Except Kendujhar and Dhenkanal District
20	Punjab		All Districts
21	Rajasthan		All Districts
22	Sikkim	All Districts	
23	Tamil Nadu	All Districts	
24	Telangana	All Districts	
25	Tripura	All Districts	
26	Uttar Pradesh	All Districts	
27	Uttarakhand	All Districts	
28	West Bengal	All Districts	



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