



IN-GJ99128570600584Y



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

₹500

SR NO. 1025 /2026

LALJIBHAI V. DESAI
NOTARY
GOVT. OF INDIA

Certificate No.

IN-GJ99128570600584Y

Certificate Issued Date

31-Jan-2026 03:31 PM

Account Reference

IMPACC (AC)/ gj13381111/ GULBAI TEKRA/ GJ-AH

Unique Doc. Reference

SUBIN-GJGJ1338111198431626041106Y

Purchased by

ROOPA ENGINEERS

Description of Document

Article 5(h) Agreement (not otherwise provided for)

Description

NON COMPETE AGREEMENT

Consideration Price (Rs.)

0
(Zero)

First Party

ROOPA ENGINEERS

Second Party

ROOPA SCREEN LIMITED

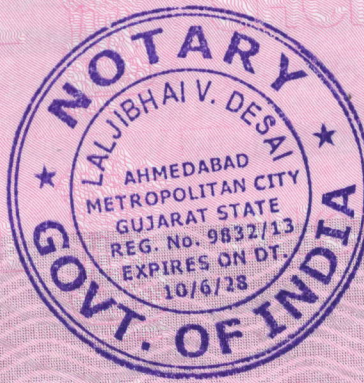
Stamp Duty Paid By

ROOPA ENGINEERS

Stamp Duty Amount(Rs.)

500
(Five Hundred only)

31 JAN 2026



₹500

IN-GJ99128570600584Y

GG 0042232800

Statutory Alert:

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.



NOTICE

- The contents of this e-stamp certificate can be verified www.shcilestamp.com, Stock Holding mobile application "EStamping" or at Stock Holding Branch/ Centre (the details of which are available at www.stockholding.com).
- Any alteration to this certificate renders it invalid and will constitute a criminal offence.
- Kindly contact Stock Holding Branch / Centre in case of discrepancy.
- For information related to e-Stamping you may write to us at our email id estamp.ahmedabad@stockholding.com or visit our Branch/Centre.

સૂચના

- આ ઈ-સ્ટેમ્પ પ્રમાણપત્રની વિગતો www.shcilestamp.com દ્વારા અથવા સ્ટોક હોલ્ડિંગની "ઈસ્ટેમ્પિંગ" મોબાઈલ એપ્લિકેશન અથવા સ્ટોક હોલ્ડિંગની શાખા (જેની વિગતો www.stockholding.com પર ઉપલબ્ધ છે) પર જઈ ને ચકાસી શકાય છે.
- આ પ્રમાણપત્રમાં કરેલ કોઈપણ ફેરફાર અમાન્ય છે અને તે ફોજદારી ગુનો બને છે.
- આ ઈ-સ્ટેમ્પ પ્રમાણપત્રમાં કોઈપણ વિસંગતતા જણાય તો સ્ટોક હોલ્ડિંગની શાખા કેન્દ્ર પર સંપર્ક કરવો.
- ઈ-સ્ટેમ્પિંગ સંબંધિત જાણકારી માટે અમને estamp.ahmedabad@stockholding.com પર ઈ-મેઈલ કરવો અથવા અમારી શાખા / કેન્દ્ર ની મુલાકાત લેવી.

NON-COMPETE AGREEMENT

THIS NON-COMPETE AGREEMENT is executed at Ahmedabad on this 31st Day of January, 2026.

BETWEEN

ROOPA ENGINEERS, a partnership firm registered under the provisions of the Indian Partnership Act, 1932, having its principal place of business at 6, Sudama Estate, Narol, Ahmedabad, Gujarat, acting through its Partners:

1. **Mr. Kunal Ghanshyambhai Thakkar**, Adult, residing at 15, Rangwala Tower, Nr. Law Garden, Ellisbridge, Ahmedabad - 380 006; and
2. **Mr. Ghanshyambhai Ranchhodbhai Thakkar**, Adult, residing at 15, Rangwala Tower, Nr. Law Garden, Ellisbridge, Ahmedabad - 380 006 (hereinafter referred to as "**the Firm**" or "**Roopa Engineers**", 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

ROOPA SCREEN LIMITED, a public limited company incorporated under the provisions of the Companies Act, 1956, having its registered office at 6, Sudama Estate, Behind Swastik Bansidhar, Opp. Sudama Furniture, Narol, Ahmedabad - 382405, Gujarat, India, and having Corporate

R. Thakkar

G. R. Thakkar

Identification Number U28112GJ2013PLC074471, acting through its authorized signatory [**name and designation**]

(hereinafter referred to as "**the Company**" or "**Roopa Screen**", 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

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

WHEREAS

A. The Firm is engaged in the business of manufacturing and trading of mill machinery spare parts, textile chemicals, mill gin stores and related products, and has been carrying on such business since April 1, 2006.

B. The Company is engaged in the business of manufacturing of rotary nickel screens used in rotary screen-printing machines for textile printing applications, and trading of nickel cathodes used as raw materials in the production of rotary nickel screens.

C. Mr. Kunal Ghanshyambhai Thakkar and Mr. Ghanshyambhai Ranchhodbhai Thakkar are partners of the Firm holding 50% share each, and are also promoters of the Company.

D. The Parties, being related entities with common promoters and partners, 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 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 for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In this Agreement, unless the context otherwise requires:

1.1 "Company Business" means the business of manufacturing, trading, distribution, marketing or sale of rotary nickel screens (including all variants such as Standard, Delta, Penta, Nova and any other variants developed by the Company from time to time), and trading of nickel cathodes used in the production of rotary nickel screens, and any business activity directly or indirectly related to, ancillary to, or in competition with such business.

1.2 "Restricted Activities" means:

(a) Manufacturing, producing, designing, developing, supplying, distributing, marketing, selling or trading in rotary nickel screens or any products that are directly competitive with or substitutable for the products manufactured or traded by the Company;

R. Thakkar

G. R. Thakkar

- (b) Expanding the business of the 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.

1.4 "Permitted Activities" means:

- (a) Continuation of the Firm's existing business of manufacturing and trading of mill machinery spare parts, textile chemicals, mill gin stores and related products, provided such business does not fall within the scope of Restricted Activities;
- (b) Transactions between the 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 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 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 bind the Firm for so long as the Company continues to carry on the Company Business.

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 and trading of mill machinery spare parts, textile chemicals, mill gin stores and related products, provided such business operates in areas separate from the Company Business and does not compete with the Company Business;
- (b) Enter into transactions with the Company on an arm's length basis, in the ordinary course of business, for supply of goods or services, provided such transactions do not violate the non-compete obligations under Clause 2; and
- (c) Carry on any other business activity that does not fall within the scope of Restricted Activities.

R. Thakker *G. R. Thakker*

4. PRIORITY OBLIGATION

4.1 The Partners of the Firm, being promoters of the Company, hereby undertake and agree that they shall prioritize the business interests of the Company over the business interests of the Firm.

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

4.3 The Partners 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

5.1 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 Firm for the non-compete obligations undertaken herein.

5.2 The Firm acknowledges that the mutual goodwill, the common promoter-partner relationship, and the business interests of the Parties constitute adequate consideration for the undertakings and obligations assumed by the Firm under this Agreement.

6. DURATION AND TERMINATION

6.1 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.

6.2 The non-compete obligations under Clause 2 shall continue to bind the Firm for so long as the Company continues to carry on the Company Business.

6.3 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued prior to the date of termination.

7. NOTICES

7.1 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:

Roopa Engineers

Address: 6, Sudama Estate, Narol, Ahmedabad, Gujarat

Attention: Mr. Kunal Ghanshyambhai Thakkar / Mr. Ghanshyambhai Ranchhodbhai Thakkar



K. Thakkar *G. R. Thakkar*

To the Company:

Roopa Screen Limited

Address: 6, Sudama Estate, Behind Swastik Bansidhar, Opp. Sudama Furniture, Narol, Ahmedabad
382405, Gujarat, IndiaAttention: **Kunal Ghanshyambhai Thakker**Email: **info@roopaindia.in**

8.2 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.

9. GOVERNING LAW AND JURISDICTION

9.1 This Agreement shall be governed by and construed in accordance with the laws of India.

9.2 Any dispute, difference or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, performance, breach or termination, shall be subject to the exclusive jurisdiction of the courts at Ahmedabad, Gujarat.

10. AMENDMENT

10.1 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.

11. SEVERABILITY

11.1 If any provision of this Agreement is held to be invalid, illegal or unenforceable by any court of competent jurisdiction, such provision shall be deemed to be severed from this Agreement, and the remaining provisions shall continue in full force and effect to the maximum extent permitted by law.

11.2 In the event of any such severance, the Parties shall negotiate in good faith to replace the severed provision with a valid and enforceable provision that achieves, to the greatest extent possible, the economic, legal and commercial objectives of the severed provision.

12. ENTIRE AGREEMENT

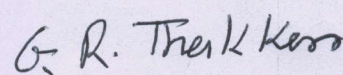
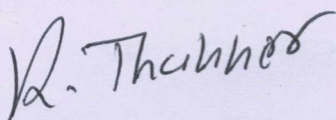
12.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, agreements, representations and warranties, whether written or oral, relating to such subject matter.

13. WAIVER

13.1 No failure or delay by any Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

14. COUNTERPARTS

14.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts together shall constitute one and the same instrument.



15. BINDING EFFECT

15.1 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

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 AND ON BEHALF OF ROOPA ENGINEERS:**

Partner: *R. Thakkar*

Name: **Mr. Kunal Ghanshyambhai Thakkar**

Address: 15, Rangwala Tower, Nr. Law Garden, Ellisbridge, Ahmedabad - 380 006

Partner: *G. R. Thakkar*

Name: **Mr. Ghanshyambhai Ranchhodbhai Thakkar**

Address: 15, Rangwala Tower, Nr. Law Garden, Ellisbridge, Ahmedabad - 380 006

FOR AND ON BEHALF OF ROOPA SCREEN LIMITED:

Authorized Signatory: *R. Thakkar*

Name: **Kunal Ghanshaymbhai Thakker**

Designation: **Whole Time Director and CFO**

WITNESSES:

1. *A-m. Shukla*

Name: **SHAKH Abdulqani mohamedashir**

Address: **402/62/ Beech suthar ni chui mirzapur nlr**

2. *L. V. S.*

Name: **makhan chisra mohanlal**

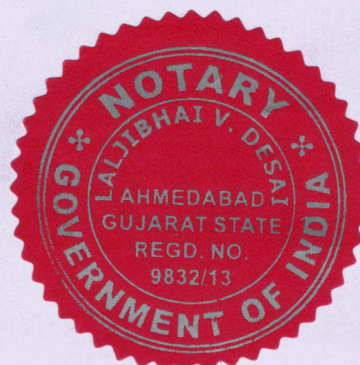
Address: **7 Jodish mandir ni chui Bpham nlr**



SIGNED BEFORE ME

LALJIBHAI V. DESAI
NOTARY
GOVT. OF INDIA

31 JAN 2026





ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ

ભારત સરકાર

Unique Identification Authority of India

Government of India

નોંધણીની ઓળખ / Enrollment No 2141/43629/02236

To,

કુણાલ ઘનશ્યામભાઈ ઠક્કર

Kunal Ghanshyambhai Thakkar

S/O: Ghanshyambhai Thakkar

15

Rangwala Tower

Near Law Garden Near N.C.C. Ground, Ellisbridge

Ahmedabad City

Ellisbridge Ahmadabad City Ahmedabad

Gujarat 380006

982555557

Ref: 454 / 09U / 178232 / 178265 / P



SA388915049FT



તમારો આધાર નંબર / Your Aadhaar No. :

2794 2339 1109

મારો આધાર, મારી ઓળખ



ભારત સરકાર

Government of India

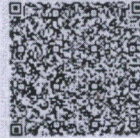


કુણાલ ઘનશ્યામભાઈ ઠક્કર

Kunal Ghanshyambhai Thakkar

જન્મ તારીખ / DOB : 26/05/1982

પુરુષ / Male



2794 2339 1109

મારો આધાર, મારી ઓળખ

K. Thakkar





ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ

ભારત સરકાર

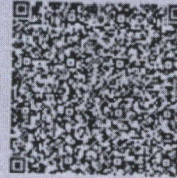
Unique Identification Authority of India
Government of India

નામાંકન ક્રમ સંખ્યા/Enrolment No.: 2141/43474/61509

Download Date: 05/07/2017
Generation Date: 14/06/2017

To
ધનશ્યામભાઈ આર ઠક્કર
Ghanshyambhai R Thakkar
S/O: Ranchhodlal Thakkar
15
Rangwala Towers
Law Garden
Near N.C.C Ground
Ahmedabad City
Ahmedabad Ellisbridge
Gujarat - 380006
Validity unknown
9824026233

Digitally signed by
UNIQUE IDENTIFICATION
AUTHORITY OF INDIA G3
Date: 2017.07.05 12:23:30
IST



તમારો આધાર નંબર / Your Aadhaar No. :

8718 8937 0880

મારો આધાર, મારી ઓળખ



ભારત સરકાર
Government of India



ધનશ્યામભાઈ આર ઠક્કર
Ghanshyambhai R Thakkar
જન્મ તારીખ/ DOB: 20/10/1950
પુરુષ / MALE



8718 8937 0880

મારો આધાર, મારી ઓળખ

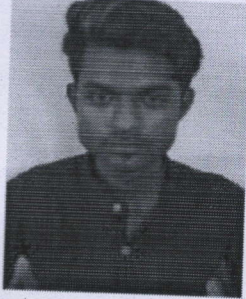
G. R. Thakkar



ભારત સરકાર
Government of India



Aadhaar no. issued: 10/07/2016



મકવાણા ચિરાગ
Makvana Chirag
જન્મ તારીખ/DOB: 26/01/1996
પુરુષ/ MALE

આધાર એ ઓળખનો પુરાવો છે, નાગરિકતા અથવા જન્મ તારીખનો નહીં.
તેનો ઉપયોગ માત્ર ચકાસણી (ઓનલાઇન પ્રમાણીકરણ અથવા ક્યુઆર
કોડ/ઓફલાઇન એક્સએમએલનું સ્કેનિંગ) સાથે જ થવો જોઈએ.
**Aadhaar is proof of identity, not of citizenship
or date of birth. It should be used with verification (online
authentication, or scanning of QR code / offline XML).**

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મારો આધાર, મારી ઓળખ

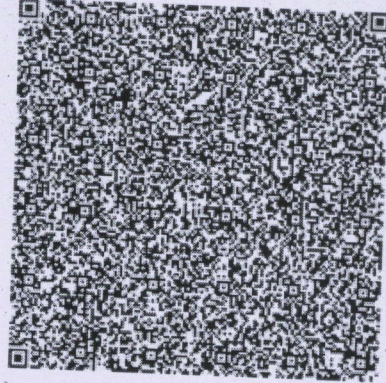


ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ
Unique Identification Authority of India



સરનામું :
પિતાનું/માતાનું નામ: મોહનલાલ, 7, જગદીશ મંદિર ની ચાલી, ડ્રેનેજ
પંપીંગ સ્ટેશન સામે, બહેરામપુરા, અમદાવાદ શહેર, બહેરામપુરા,
અમદાવાદ,
ગુજરાત - 380022

Address:
S/O: Mohanlal, 7, Jagdish mandir ni chali, opp
Drainage Pumping station, Baherampura, Ahmedabad
City, PO: Behrampur, DIST: Ahmedabad,
Gujarat - 380022



2589 1979 5248

VID : 9126 3795 6103 2978

☎ 1947

✉ help@uidai.gov.in

🌐 www.uidai.gov.in

Handwritten signature





ભારત સરકાર
Government of India

ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ
Unique Identification Authority of India

નામાંકન ક્રમ સંખ્યા/ Enrolment No.: 2029/72006/00433

To

શેખ અબ્દુલગની મોહમદબશીર

Shaikh Abdulgani Mohammedbashir

S/O: Shaikh Mohammedbashir Abdulvahid

401/16/2

BECHAR SUTHAR DEHLU

RATIYAVADI

MIRZAPUR

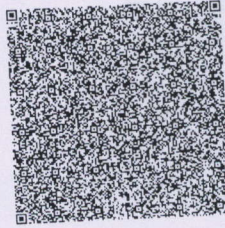
Ahmedabad City

Ahmedabad Gujarat - 380001

9558552027

Validity unknown

UNIQUE IDENTIFICATION
AUTHORITY OF INDIA
Date: 2021-03-15 15:59



તમારો આધાર નંબર / Your Aadhaar No. :

8593 4741 2593

VID : 9159 5523 0670 7255

મારો આધાર, મારી ઓળખ



ભારત સરકાર
Government of India



શેખ અબ્દુલગની મોહમદબશીર

Shaikh Abdulgani Mohammedbashir

જન્મ તારીખ/DOB: 06/08/1975

પુરુષ/ MALE

8593 4741 2593

VID : 9159 5523 0670 7255

મારો આધાર, મારી ઓળખ



ભારત સરકાર
Government of India



માહિતી / INFORMATION

- આધાર એ ઓળખાણનું પ્રમાણ છે. નાગરીકતાનું નહિ.
- આધાર અનન્ય અને સુરક્ષિત છે.
- ઓળખ ચકાસવા માટે સુરક્ષિત QR કોડ/ ઓફલાઇન XML/ ઓનલાઇન પ્રમાણીકરણનો ઉપયોગ કરવો
- આધારના તમામ સ્વરૂપો જેમ કે આધાર કાર્ડ, PVC કાર્ડ, eAadhaar અને mAadhaar સમાન રીતે માન્ય છે. 12-અંકના આધાર નંબરની જગ્યાએ વર્ચ્યુઅલ આધાર ઓળખ (VID)નો પણ ઉપયોગ કરી શકાય છે.
- 10 વર્ષમાં ઓછામાં ઓછું એકવાર આધાર અપડેટ કરો.
- આધાર તમને વિવિધ સરકારી અને બિન-સરકારી લાભો/સેવાઓને સરળતાથી મેળવવામાં મદદ કરે છે.
- આધારમાં તમારો મોબાઇલ નંબર અને ઇમેઇલ આઇડી અપડેટ રાખો.
- આધાર સેવાઓ મેળવવા માટે સ્માર્ટફોન પર mAadhaar એપ ડાઉનલોડ કરો.
- સુરક્ષા સુનિશ્ચિત કરવા માટે લોક/અનલોક બાયોમેટ્રિક્સ/આધાર સુવિધાનો ઉપયોગ કરો.
- આધાર મેળવવા માંગતા સંગઠનોએ યોગ્ય સંમતિ મેળવવી જરૂરી છે.
- Aadhaar is a proof of identity, not of citizenship.
- Aadhaar is unique and secure.
- Verify identity using secure QR code/offline XML/online Authentication.
- All forms of Aadhaar like Aadhaar letter, PVC Cards, eAadhaar and mAadhaar are equally valid. Virtual Aadhaar Identity (VID) can also be used in place of 12 digit Aadhaar number.
- Update Aadhaar at least once in 10 years.
- Aadhaar helps you avail various Government and Non-Government benefits/services.
- Keep your mobile number and email id updated in Aadhaar.
- Download mAadhaar app* on smart phones to avail Aadhaar Services.
- Use the feature of lock/unlock Aadhaar/biometrics to ensure security.
- Entities seeking Aadhaar are obligated to seek due consent.



ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ
Unique Identification Authority of India



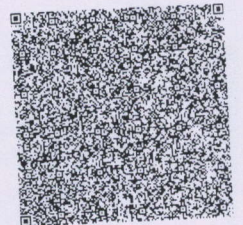
સરનામું :

S/O: શેખ મોહમદબશીર અબ્દુલવાહીદ, 401/16/2, બેચર સુથાર ડેહલુ, રેટીયાવાડી, મિરઝાપુર, અમદાવાદ શહેર, અમદાવાદ, ગુજરાત - 380001

Address:

S/O: Shaikh Mohammedbashir Abdulvahid, 401/16/2, BECHAR SUTHAR DEHLU, RATIYAVADI, MIRZAPUR, Ahmedabad City, Ahmedabad, Gujarat - 380001

Download Date: 09/03/2023



8593 4741 2593

VID : 9159 5523 0670 7255

1947

help@uidai.gov.in

www.uidai.gov.in

A.m. Sheikh