



सत्यमेव जयते

INDIA NON JUDICIAL

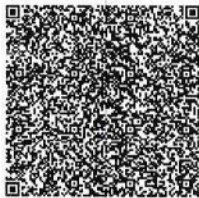
# Government of National Capital Territory of Delhi

₹500

e-Stamp

<b>Certificate No.</b>	: IN-DL18687388870590X
<b>Certificate Issued Date</b>	: 22-Dec-2025 06:49 PM
<b>Account Reference</b>	: IMPACC (IV)/ dl775903/ DELHI/ DL-SAD
<b>Unique Doc. Reference</b>	: SUBIN-DL77590362755111532316X
<b>Purchased by</b>	: NEOLITE ZKW LIGHTINGS LIMITED
<b>Description of Document</b>	: Article 5 General Agreement
<b>Property Description</b>	: Not Applicable
<b>Consideration Price (Rs.)</b>	: 0 (Zero)
<b>First Party</b>	: NEOLITE ZKW LIGHTINGS LIMITED
<b>Second Party</b>	: RAJESH JAIN AND OTHERS
<b>Stamp Duty Paid By</b>	: NEOLITE ZKW LIGHTINGS LIMITED
<b>Stamp Duty Amount(Rs.)</b>	: 500 (Five Hundred only)

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₹500

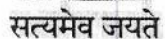
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## Statutory Alert:

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**Government of National Capital Territory of Delhi**

₹200

## e-Stamp

Certificate No.	: IN-DL18687138268420X
Certificate Issued Date	: 22-Dec-2025 06:49 PM
Account Reference	: IMPACC (IV)/ dl775903/ DELHI/ DL-SAD
Unique Doc. Reference	: SUBIN-DL77590362760231810528X
Purchased by	: NEOLITE ZKW LIGHTINGS LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: NEOLITE ZKW LIGHTINGS LIMITED
Second Party	: RAJESH JAIN AND OTHERS
Stamp Duty Paid By	: NEOLITE ZKW LIGHTINGS LIMITED
Stamp Duty Amount(Rs.)	: 200 (Two Hundred only)

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**NON-COMPETE AGREEMENT**

**DATED DECEMBER 23<sup>RD</sup> , 2025**

**BY AND AMONGST**

**NEOLITE ZKW LIGHTINGS LIMITED**

**AND**

**RAJESH JAIN GROUP**

**AND**

**NEOKRAFT GLOBAL PRIVATE LIMITED**

## NON-COMPETE AGREEMENT

This non-compete agreement ("**Agreement**") is made on this 23<sup>rd</sup> day of December, 2025 ("**Execution Date**") at New Delhi by and among:

1. **NEOLITE ZKW LIGHTINGS LIMITED**, a company incorporated under Companies Act, 1956 and having its registered office at N-13, 2<sup>nd</sup> Floor, South Extension Part-I, New Delhi 110049, India (hereinafter referred to as the "**Company**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors and permitted assigns), of the **FIRST PART**

**AND**

2. **PERSONS AS LISTED UNDER ANNEXURE – A** (hereinafter referred to as the "**Rajesh Jain Group**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors and permitted assigns) of the **SECOND PART**

**AND**

3. **NEOKRAFT GLOBAL PRIVATE LIMITED**, a company incorporated under Companies Act, 1956 and having its registered office at N-13, 2<sup>nd</sup> Floor, South Extension Part-I, New Delhi 110049, India (hereinafter referred to as the "**Promoter Group Company**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors and permitted assigns) of the **THIRD PART**

In this Agreement, the Company, the Rajesh Jain Group and Promoter Group Company shall collectively be referred to as "**Parties**" and individually as a "**Party**".

### **WHEREAS:**

- A. The Company is primarily engaged in the business of manufacturing, sale, marketing and distribution of automotive lighting products and components in India and overseas (the "**Primary Business**"). The Company is also engaged in the business of manufacturing home lighting products for supply in India only (the "**Home Lighting Business**" and, together with Primary Business "**Company's Business**"). For the avoidance of doubt, the Home Lighting Business shall not include the supply of home lighting products outside India.
- B. The members of the Rajesh Jain Group are the promoters of the Company and collectively holds \_\_\_\_% of the issued and paid up equity share capital of the Company on a fully diluted basis as per Annexure – A of this Agreement.
- C. The Promoter Group Company is engaged in the business of manufacturing home lighting products for export to clients outside India ("**Permitted Business Activity**"). For the avoidance of doubt, the Permitted Business Activity shall be limited to the supply of home lighting products outside India.
- D. The Company holds an exclusive, revocable, non-transferable, and non-sublicensable license to use the registered wordmark "NEOLITE" (bearing registration numbers 1222664, 1222663 and 1578828) pursuant to a trademark license agreement dated [●] entered into with Mr. Rajesh Jain and Ms. Vaishali Jain (the "**Trademark License Agreement**").
- E. The Company is proposing to undertake initial public offering ("**IPO**") and in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, the Promoter Group Company will be recognized as the 'promoter group' for the purpose of the proposed IPO.
- F. In order to safeguard the Company's business interests, the Parties have mutually decided to formalize this Agreement to avoid overlap and commercial conflict, whether actual, perceived or potential, in relation to their respective businesses. The Parties further agrees that starting from the Effective Date, the Promoter Group Company and the Rajesh Jain Group shall not undertake business activities which directly or indirectly in any manner whatsoever, competes with the Company's Business. Accordingly, the Parties

have agreed to execute this Agreement recording the understanding in relation to conduct of their respective competing business.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties intending to be bound legally, agree as follows:

## **1. DEFINITIONS**

In this Agreement (including the recitals above), except where the context otherwise requires, the following words and expressions shall have the following meanings:

- 1.1 **"Affiliate"** means any Person, which is under the control of or under common control with such Party, or a Person, which exercises control over such Party. For the purpose of this definition "control" (including, with its correlative meanings, the term "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of power to direct or cause the direction of management or policies of such Person (whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise).
- 1.2 **"Applicable Law"** means: (a) any applicable statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction; or (b) any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any statutory or regulatory authority.
- 1.3 **"Business Day"** means any day other than a Saturday, Sunday or any day on which banks in New Delhi, India is permitted to be closed.
- 1.4 **"Effective Date"** means the date on which this Agreement becomes legally binding and enforceable upon Parties. Unless otherwise specified in this Agreement, the Effective Date shall be \_\_\_\_\_.
- 1.5 **"Person"** means any individual, sole proprietorship, unincorporated association, unincorporated organization, body corporate, corporation, company, partnership, unlimited or limited liability company, joint venture, government authority or trust or any other entity or organization.

## **2. INTERPRETATIONS**

In this Agreement (unless the context requires otherwise):

- 2.1. Unless otherwise indicated, the terms 'hereof', 'herein', 'hereby', 'hereto', 'hereunder' and derivative or similar words refer to this Agreement or specified Clauses of this Agreement, as the case may be.
- 2.2. References to a Party shall, where the context permits, include such Party's respective successors, legal representatives and permitted assigns.
- 2.3. The headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 2.4. Unless the context requires otherwise, words importing the singular include the plural and vice versa, and pronouns importing a gender include each of the masculine, feminine and neuter genders.
- 2.5. Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions.
- 2.6. The words 'including' and 'among others' and words and phrases of a like nature used in this Agreement are deemed to be followed by the words 'without limitation' or 'but not limited to' or words or phrases of a like nature whether or not such latter words or phrases are expressly set out.

## **3. NON-COMPETE**

- 3.1. The Rajesh Jain Group and the Promoter Group Company hereby undertake and agree that all business opportunity known or made known to them at any time with respect to, relating to and/or connected with

business activities of the Company, shall immediately be referred to the Company, and the Rajesh Jain Group and the Promoter Group Company shall not undertake any business competing with the Company's Business. However, the Promoter Group Company may continue to do the Permitted Business Activity (i.e. manufacturing home lighting products for export to clients outside India) to the extent such business were being carried out by the Promoter Group Company, without violating the non-compete obligations set forth in this Agreement.

- 3.2. The Rajesh Jain Group and the Promoter Group Company hereby severally undertake that from the Effective Date of this Agreement, they shall not, directly or indirectly, either individually or collectively, through any other person, firm, corporation or other entity (whether as an officer, director, employee, partner, consultant, holder of equity or debt investment, lender or in any other manner or capacity) or in any manner; engage or otherwise carry on or participate or be engaged in any business or services competing with the Company's Business.
- 3.3. The Rajesh Jain Group and the Promoter Group Company agree and undertake that, except with the written consent of the Company and subject to terms of Trademark License Agreement, it shall not use the name and other brands or trademarks registered or used by the Company in connection with the Company's Business. Any such approval shall be granted at the sole discretion of the Company and may be subject to conditions deemed appropriate by the Company.
- 3.4. The Parties hereto acknowledge and agree that the restrictive covenants contained herein are of a fundamental and continuing nature and are reasonably required to protect the business interests of the Company (on a consolidated basis).
- 3.5. The Parties further recognize and acknowledge that the Company has expended substantial time, effort, and resources in establishing and developing its brand, which is a valuable and integral asset of the Company. The Parties expressly agree that the protection of the Company's brand and business interests is critical to its ongoing success and that any unauthorized use of the Company's brand by the Rajesh Jain Group and the Promoter Group Company, could result in irreparable harm to the Company.
- 3.6. This clause is intended to create a long-term, ongoing obligation on the part of Rajesh Jain Group and the Promoter Group Company to refrain from engaging in competitive activities similar to the Company Business.
- 3.7. Nothing in this Agreement shall be construed to restrict or limit the Company in carrying on Company's Business or any other business, in India or abroad.

#### **4. REPRESENTATIONS AND WARRANTIES**

Each Party hereby represents and warrants to the other Parties as on the Effective Date:

- 4.1. It is duly incorporated and validly existing under Applicable Law;
- 4.2. It has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement;
- 4.3. It has duly executed and delivered this Agreement, and this Agreement constitutes a valid and binding obligation enforceable against the Parties in accordance with its terms;
- 4.4. It has obtained all necessary and required licenses, consents and permits to perform its respective obligations under this Agreement; and
- 4.5. The execution and delivery of this Agreement, and the performance of the obligations under this Agreement will not violate or conflict with, or exceed any limit imposed by:
  - a) Any applicable law or regulation to which the Parties are subject;
  - b) Any other agreement, instrument or undertaking binding upon the Parties;
  - c) The memorandum of association and articles of association or the relevant constitutional document(s) of the Parties; or

- d) Any order, decree, judgement of any court, regulator authority applicable to any of the Parties or any of the Parties' property or assets.

## **5. TERM AND TERMINATION**

- 5.1. The Agreement shall be effective from the Effective Date and shall remain valid and binding for as long as the Rajesh Jain Group or their Affiliates remain the promoters of the Company, and for a further period of three (3) years thereafter, unless earlier terminated by mutual written consent of the Parties ("**Term**").
- 5.2. This Agreement may be terminated with mutual consent of all Parties, in writing, however, the Rajesh Jain Group and the Promoter Group Company shall not be entitled to terminate this Agreement during the Term at their sole discretion.
- 5.3. Upon termination of this Agreement, the provisions of Sections 1 (*Definitions*), Sections 2 (*Interpretation*), 5 (*Term and Termination*), 9 (*Governing Law and Jurisdiction*), 10 (*Dispute Resolution*), 12 (*Severability*), 13 (*Miscellaneous*) shall survive any termination of this Agreement.
- 5.4. In the event that any provision of this Agreement is found to be unenforceable or invalid under applicable law or regulations, the remaining provisions shall remain in full force and effect, and the unenforceable provision shall be construed to the maximum extent permitted by law as if it were enforceable.

## **6. INDEMNITY**

During the Term of this Agreement and even after termination and, or, expiry of this Agreement for any reason whatsoever at all times, the Rajesh Jain Group and the Promoter Group Company shall indemnify, keep indemnified and hold harmless the Company together with its officers, directors and employees harmless against any claims or actions made by any third party and/or any loss/damage, expense, judgment, lien, suit, cause of action, demand or liability, which may be caused to the Company as a result of failure on the part of the Rajesh Jain Group and the Promoter Group Company to carry out any obligation arising out of or in relation to this Agreement.

It is understood that in the event of any breach of this Agreement by the Rajesh Jain Group or Promoter Group Company, the Company shall be entitled to interim injunctive relief, restraining court order, or such other equitable relief as the court or competent authorities decide. Additionally, any loss of revenue or profit incurred by the Company due to such breach shall be compensated by the respective Party.

The loss of revenue or profit will be determined by the auditor of the Company within a period of 30 days where any such instance has come to the knowledge of the Company and appropriate compensation for loss of revenue or profit shall be claimed by the Company from the Rajesh Jain Group and/or the Promoter Group Company, as the case may be. The Rajesh Jain Group, and the Promoter Group Company shall provide necessary support and assistance to the auditor of the Company to determine the amount of loss of revenue or profit and agree to compensate and indemnify the Company with such losses, as determined by the auditor of the Company within a period of 30 days of such determination.

## **7. COSTS**

- 7.1. Each Party shall bear and pay its respective advisors and counsels' professional fees and costs in respect of this Agreement.
- 7.2. The Parties shall bear equal costs and expenses in connection with execution of this Agreement, including stamp duties, registration and any other fees related to or attributable to the execution of this Agreement.

## **8. NOTICES**

- 8.1. Unless otherwise stated, all notices, approvals, instructions, demand and other communication given or made under this Agreement shall be in writing and may be given by email, by personal delivery or by sending the same by pre-paid registered mail or courier addressed to the relevant Party at the address or email address set out below (or such other address or email address as the addressee has by 5 (five) Business Days' prior written notice specified to the other Parties).

**If to the Company:**

Attention: Mr. Arun Jain

Address: N-13, 2<sup>nd</sup> Floor, South Extension Part-I, New Delhi 110049

Email: arun.jain@neolitezkw.com

**If to Rajesh Jain Group:**

Attention: Rajesh Jain

Address: 4, 3rd Avenue Bandh Road, Chandanhola, Chattarpur, South Delhi, Delhi – 110074

Email: md@neolitezkw.com

**If to Promoter Group Company:**

Attention: Rajesh Jain

Address: 4, 3rd Avenue Bandh Road, Chandanhola, Chattarpur, South Delhi, Delhi – 110074

Email: md@neolitezkw.com

- 8.2. Any notice, approval, instruction, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered (i) if given or made by registered mail or courier, 3 (three) Business Days after posting; (ii) if given by personal delivery at the time of delivery; or (iii) if given or made by email, upon receipt of such email by the addressee.
- 8.3. Either Party may, from time to time, change its address or email address or representative for receipt of notices provided for in this Clause 8 by giving to the other Parties not less than 5 (five) Business Days' prior written notice.

**9. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and be construed in accordance with the Laws of India. Subject to the provisions of Clause 10, the Courts at New Delhi, India shall have exclusive jurisdiction in relation to all matters arising out of this Agreement.

**10. DISPUTE RESOLUTION**

- 10.1. Any issues or disputes arising out of or in connection with this Agreement (whether such issues or disputes are contractual or non-contractual in nature (including without limitation, claims in tort, for breach of statute or regulation) or otherwise) shall be construed, interpreted and applied in accordance with, and shall be governed by, the laws of India.
- 10.2. Any and all disputes, claims, differences arising out of or in connection with this Agreement shall be settled by arbitration to be referred to a sole arbitrator appointed mutually by the Parties and the award thereupon shall be binding upon the Parties to this Agreement. The place of the arbitration shall be in New Delhi, India or any other place as Arbitrator may decide, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory amendments thereof. The proceeding of arbitration tribunal shall be conducted in English language. Each Party shall bear its respective cost with respect to the arbitration/ litigation originating therefrom.
- 10.3. Subject to aforesaid, the parties further agrees that all claims, differences and disputes, arising out of or in relation to dealings / transaction made pursuant to this agreement including any question of whether such dealings, transactions have been entered into or not, shall be subject to the exclusive jurisdiction of the courts at New Delhi, only.

**11. CONFIDENTIALITY**



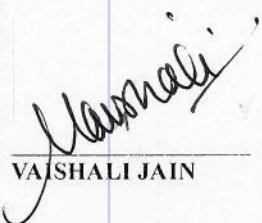
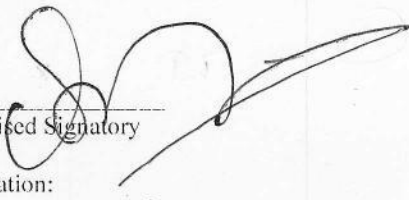
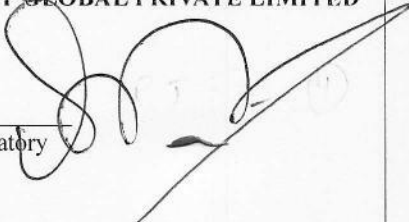
- 11.1. This Agreement, its existence and all information exchanged between the Parties under this Agreement is confidential to them and shall not be disclosed to any third Person by any of the Parties. The Parties shall hold in strict confidence, not use or disclose to any third Person, and take all necessary precautions to secure any confidential information of the other Parties. Disclosure of such information shall be restricted, on a need-to-know basis, solely to employees, agents, consultants and representatives of a Party, who have been advised of their obligation with respect to such confidential information. The Parties shall not issue any press release or organize a press meet or make any public announcement or disclosure in India or elsewhere in relation to this Agreement, or the relationship between the Parties without taking prior written

- 13.4. No Assignment: The Parties shall not be entitled to assign any of their rights or obligations under this Agreement to a third party, whether voluntarily or by operation of Law, without the prior written consent of the other Parties.

- 13.5. Counterparts: This Agreement may be executed and delivered in any number of counterparts each of which shall be an original but all of which together shall constitute one and the same instrument. Any Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format" (PDF) shall be as effective as signing and delivering the counterpart in person.

*[Remainder of the page has been intentionally left blank]*

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and year first above written.

<p>For NEOLITE ZKW LIGHTINGS LIMITED</p>  <p>_____ Authorised Signatory Name: Designation:</p>	 <p>_____ RAJESH JAIN</p>
 <p>_____ VAISHALI JAIN</p>	<p>For PRAMOD PLASTIC INDUSTRIES PRIVATE LIMITED</p>  <p>_____ Authorised Signatory Name: Designation:</p>
<p>For NEOKRAFT GLOBAL PRIVATE LIMITED</p>  <p>_____ Authorised Signatory Name: Designation:</p>	

#### ANNEXURE – A

The following persons (including their respective heirs, successors, administrators and permitted assigns) constitute Rajesh Jain Group for the purposes of this Agreement:

S. No.	Name	PAN No.	Residence	Percentage of shareholding in the Company on fully diluted basis
1.	Rajesh Jain	AAGPJ8169H	4, 3rd Avenue, Bandh Road, Chandanhola, Chattarpur, South Delhi, Delhi – 110074, India	
2.	Vaishali Jain	AAGPJ8170J	4, 3rd Avenue, Bandh Road, Chandanhola, Chattarpur, South Delhi, Delhi – 110074, India	
3.	Pramod Plastic Industries Private Limited	AAACP3948H	5, Ruby Palace Ceaser Road Amboli, Andheri (W) Bombay, Mumbai – 400058, Maharashtra	