CHALLAN

MTR Form Number-6

GRN MH014215243202526E	**BARCODE**	**Date** 26/12/2025-15:48:59	**Form ID**

Department	Directorate Of Accounts And Treasuries	**Payer Details**	
Type of Payment	Stamps Non-Judicial Sale of Non Judicial Stamps SoS	**TAX ID / TAN (If Any)**	
		PAN No.(If Applicable)	AAXXXXXXXR
Office Name	KOLHAPUR T O	**Full Name**	SS RETAIL LIMITED
Location	KOLHAPUR		
Year	2025-2026 One Time	**Flat/Block No.**	399 E Ratikmal Complex Shop no 6-7

Account Head Details	**Amount In Rs.**		
0030045501 Sale of Stamps	1500.00	**Premises/Building**	
		Road/Street	Basant Bahar Road
		Area/Locality	Shahupuri
		Town/City/District	
		PIN	4 1 6 0 0 3
		Remarks (If Any)	
		Amount In Words	One Thousand Five Hundred Rupees Only
Total	1,500.00		

Payment Details	STATE BANK OF INDIA	**FOR USE IN RECEIVING BANK**		
Cheque-DD Details		Bank CIN	Ref. No.	00040572025122687603 CK00MUYTH7
Cheque/DD No.		Bank Date	RBI Date	26/12/2025-15:24:50 Not Verified with RBI
Name of Bank		Bank-Branch		STATE BANK OF INDIA
Name of Branch		Scroll No. , Date		Not Verified with Scroll

Department ID :

Mobile No. : XXXXXX6464

Print Date 26-12-2025 03:50:51

NON-COMPETE AND NON-SOLICITATION AGREEMENT

This Non-Compete and Non-Solicitation Agreement ("Agreement") is executed on this 26 day of December*, 2025* ("Effective Date")

BETWEEN

SS Retail Limited, a company incorporated under the provisions of the Companies Act, 2013, having Identification No. AAXCS2330R (PAN No./ CIN No), its registered office at 399, E, Basant Bahar Road, Ratikmal Complex, Shop 6-7, NA, Kolhapur, Kolhapur- 416003, Maharashtra (hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns);

AND

I-Kingdom Retail LLP, a [Partnership Firm / Proprietorship / Hindu Undivided Family/ LLP], having Identification No. AALFI3853N (PAN No./ CIN No/ partnership registration number/ LLPIN), having its address at 399, E, Basant Bahar Road, Ratikmal Complex, Shop 6-7, NA, SHAHUPURI POLICE STATION, Kolhapur, Kolhapur-416003, Maharashtra, India, acting through its duly authorised signatory / proprietor / partner / karta/ designated partner, Siddharth Shah as applicable (hereinafter referred to as the "**I-Kingdom Retail LLP**", which expression shall include its successors and permitted assigns).

The Company and the Restricted Party are hereinafter individually referred to as a "Party" and collectively as the "Parties".

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is confirmed by each of the Parties, the Parties do hereby agree as follows:

1. PURPOSE AND RATIONALE

1.1 The Company was incorporated on 14 June 2016 and is headquartered in Kolhapur, Maharashtra. The Company operates a network of approximately 450 retail stores across Maharashtra, Madhya Pradesh, Karnataka and Goa, with a strong presence in Tier-II and emerging urban markets.

1.2 The Company is a multi-brand retail chain for mobile phones, pre-owned phones, accessories (under audio category, hearable category, wearable category and others) and other electronic items (i.e., televisions, laptops and tablets). The Company also sells mobile phones in retail. In addition, Company also provides certain ancillary services comprising (i) mobile protection plans through our arrangement with a third party which includes repairs from service centres authorised by brands; (ii) anti-theft software for mobile phones; (iii) credit / EMI (equated monthly instalment) facilities - to customers for our products through its in-store kiosks of financiers; and (iv) recharge of mobile phones facilities for various brands. (collectively, '**Business**')

1.3 The Restricted Party is a promoter group entity and is engaged in similar line of Business as that of the Company.

1.4 The Restricted Party has agreed to provide appropriate non-compete, non-solicitation and confidentiality undertakings to ensure protection of the Company's legitimate business interests.

1.5 The Parties acknowledge that this Agreement is entered into as a commercially prudent, governance-driven and arm’s length arrangement, and that the obligations contained herein are reasonable, necessary and proportionate.

2. DEFINITIONS

For the purposes of this Agreement:

a) “Applicable Law” shall include the Companies Act, 2013, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, and all other laws, rules, regulations, and guidelines applicable to the initial public offering and listing of equity shares of the Company.
b) “Business” bears the meaning assigned at Clause 1.2 of this Agreement.
c) “Confidential Information” means all non-public information relating to the Company, including but not limited to commercial, financial, operational, strategic, customer, supplier, pricing, contractual and proprietary information, whether disclosed orally, electronically or in writing.
d) “Term” means a period of five (5) years commencing from the Effective Date.

3. NON-COMPETE OBLIGATION

3.1 During the Term, the Restricted Party shall not, directly or indirectly, whether alone or in association with any person or entity, anywhere in India:

a. engage in, carry on, promote, invest in, advise, assist or be associated with any activity or enterprise / entity that competes with or is materially similar to or engage in carrying out business that is similar to the Business of the Company;
b. hold any controlling or management interest in any competing enterprise / entity which is engaged in Business similar to that of the Company;
c. permit the use of its name, brand, reputation or influence in a manner detrimental to the interests of the Company.

3.2 The Restricted Party acknowledges that this restriction does not prevent it from holding passive investments in listed securities where it has no control or management influence.

4. NON-SOLICITATION

4.1 During the Term, the Restricted Party shall not, directly or indirectly:

a. solicit or attempt to solicit any customers, clients, vendors, suppliers, service providers, distributors, franchisees or business partners of the Company;
b. solicit or induce any employee, consultant or key managerial personnel of the Company to terminate or alter their engagement with the Company.

5. CONFIDENTIALITY

5.1 The Restricted Party shall maintain strict confidentiality of all Confidential Information and shall not disclose, publish, use or exploit such information except with the prior written consent of the Company or as required by law.

5.2 This obligation shall survive the expiry or termination of this Agreement.

5.3 Notwithstanding anything contained in this Agreement, the Parties agree that the confidentiality obligations set out herein will not be applicable for disclosures to be made by the Company as per Applicable Law for the initial public offering of equity shares of the Company. The Restricted Party agrees and consents to disclosure of its name as well as details of its relationship, summary terms of this agreement in the offer documents and any offer related document in relation to the initial public offering of equity shares of the Investor and inclusion of this agreement as a ‘material contract and document’ which can be made available by the Company to public, or submitted to any governmental or regulatory authority or stock exchanges or as required by applicable law.

6. CONSIDERATION AND ACKNOWLEDGEMENT

6.1 The Restricted Party acknowledges that the obligations under this Agreement are entered into voluntarily, with full understanding of their commercial implications.

6.2 The Restricted Party further acknowledges and agrees that the restrictions are reasonable, proportionate and necessary to protect the legitimate interests of the Company.

7. GOVERNING LAW AND ARBITRATION

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

7.2 Any dispute, controversy or claim arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996.

7.3 The arbitration shall be conducted by a sole arbitrator mutually appointed by the Parties.

7.4 The seat and venue of arbitration shall be Kolhapur and the arbitration proceedings shall be conducted in the English language.

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

8. REPRESENTATIONS AND WARRANTIES

Each Party represents that:

- it has full power and authority to enter into this Agreement;

- execution of this Agreement does not violate any applicable law or contractual obligation;
- this Agreement constitutes a valid and binding obligation.

9. Notices

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).

(a) by hand delivery;
(b) by registered post or reputable courier service; or
(c) by email (with delivery/read receipt confirmation),

to the addresses or email IDs of the respective Parties as set out below or to such other address as may be notified in writing by either Party from time to time.

If to the Company: **SS Retail Limited**

Address	:	399, E, Basant Bahar Road, Ratikmal Complex, Shop 6-7, NA, SHAHUPURI POLICE STATION, Kolhapur, Kolhapur- 416003, Maharashtra, India
Attention	:	Harshal Kishor Parekh
Telephone	:	75075 44444
Email Address	:	harshal.parekh@ssmobile.com

If to I-Kingdom Retail LLP: Siddharth Shah

Address	:	399, E, Basant Bahar Road, Ratikmal Complex, Shop 6-7, NA, SHAHUPURI POLICE STATION, Kolhapur, Kolhapur- 416003, Maharashtra, India
Attention	:	Siddharth Shah
Telephone	:	75075 44444
Email Address	:	siddharth.shah@ssmobile.com

Any notice or other communication shall be deemed to have been given if:

a. transmitted by email; or
b. if delivered by hand, on the date of delivery;
c. if sent by courier or registered post, on the third (3rd) business day from dispatch;

and

d. if sent by email, on the date of transmission, provided no delivery failure notice is received

10. 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 Restricted Party 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 Restricted 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 Restricted Party, 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 Restricted Party. The Restricted Party 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.

11. MISCELLANEOUS

11.1 Entire Agreement – This Agreement constitutes the entire understanding between the Parties.

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

11.3 Severability – If any provision of this Agreement is held invalid, the remaining provisions shall continue in full force.

11.4 Assignment – This Agreement and the obligations cannot be assigned by any party to this Agreement.

11.5 Costs and Expenses **-** Each Party shall bear its own costs, charges and expenses, including legal, professional and advisory fees, incurred in connection with the negotiation, execution and performance of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

For SS Retail Limited

HARSHAL KISHOR PAREKH

Digitally signed by HARSHAL KISHOR PAREKH
Date: 2025.12.26 17:56:12 +05'30'

Signature: ________________________
Name: Harshal Kishor Parekh
Designation: Director

For I-Kingdom Retail LLP

Siddharth Gunvant Shah

Digitally signed by Siddharth Gunvant Shah
Date: 2025.12.26 17:57:13 +05'30'

Signature: ________________________
Name: Siddharth Shah
Capacity (Partner / Proprietor / Karta): Partner