



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AR 995309

RATERIA GROUP – MULTI-PARTY INTRA-GROUP BUSINESS ALLOCATION, NON-COMPETE,
COLLABORATION & RELATED PARTY TRANSACTION AGREEMENT

(Trading of Plastic Granules)

This Agreement is made on this 1st day of April, 2024 at Kolkata, West Bengal.

BETWEEN

1. **Injecto Polymers Private Limited**, CIN [U2113WB1998PTC087875], having its registered office at [18, Rabindra Sarani, Poddar Court, Gate No.3, 5th Floor, Room no.2, Kolkata-700001] ("Injecto Polymers");
2. **Rateria Laminators Private Limited**, CIN [U22219WB1989PTC045991], having its registered office at [18, Rabindra Sarani, Poddar Court, Gate No.3, 5th Floor, Room no.2, Kolkata-700001] ("Rateria Laminators");

01 APR 2024

01 APR 2024

1/69/

No. Date

Sold To Injeeto Polymers (P) Ltd

Address 18, Rabindra Sahan, Kal-1

Rs. 100/-

Paschim Midnapur Daspur A.D.S.R. Office

Licence No.-3/92

Licence Stamp Vendar

Tara Sankar Chattopadhyay

Tara Sankar Chattopadhyay
signature

3. **Jupex Vanijya Private Limited**, CIN [U51109WB1995PTC072666], having its registered office at [18, Rabindra Sarani, Poddar Court, Gate No.3, 5th Floor, Room no.2, Kolkata-700001] ("Jupex Vanijya");
4. **Hind Polyfabs Private Limited**, CIN [U25209WB1979PTC032262], having its registered office at [18, Rabindra Sarani, Poddar Court, Gate No.3, 5th Floor, Room no.2, Kolkata-700001] ("Hind Polyfabs");
5. **Khatuwala Polymers**, [ASCPA8651P], having its registered office at [●] ("Khatuwala Polymers");
6. **Maruti Packagers Private Limited**, CIN [U51909WB1987PTC042921], having its registered office at [18, Rabindra Sarani, Poddar Court, Gate No.3, 5th Floor, Room no.2, Kolkata-700001] ("Maruti Packagers");

(Each individually a "Party" and collectively the "Parties"), all being part of the **Rateria Group** under common ownership/control.

1. EFFECTIVE DATE

This Agreement shall be effective from **1 April 2024** ("Effective Date") and shall remain in force until terminated in accordance with Clause 10.

2. PURPOSE

The Parties are engaged in the **trading and distribution of plastic granules** and related products.

To avoid overlap, ensure operational efficiency, and maintain clear market focus, the Parties agree to allocate trading territories and/or product lines among themselves, as set out in this Agreement, while also collaborating on mutually beneficial opportunities and maintaining proper related-party governance.

3. DEFINITIONS

- **Allocated Business:** The trading (purchase and sale) of plastic granules, including polypropylene (PP), polyethylene (PE), and other thermoplastic resins.
- **Allocated Territory / Product Line:** The geographical areas or product categories assigned to each Party, as set out in **Schedule 1**.
- **Confidential Information:** All non-public, commercial, technical, or operational information shared between the Parties under this Agreement.

4. NON-COMPETE

4.1 Each Party agrees that, during the term of this Agreement, it shall not, whether directly or indirectly, carry on or engage in the Allocated Business in the Allocated Territory/Product Line assigned to another Party, except:

- (a) where expressly permitted under this Agreement;
- (b) where the customer has a multi-location presence and requests supply in writing;
- (c) where the Parties jointly agree in writing to service a customer;
- (d) for sales made via open, competitive tenders.

4.2 For clarity:

- Injecto Polymers Ltd. shall have exclusive rights to conduct the Allocated Business across Pan India, including Eastern India.
- Rateria Laminators Pvt. Ltd., Jupex Vanijya Pvt. Ltd., Hind Polyfabs Pvt. Ltd., Khatuwala Polymers, and Maruti Packagers Pvt. Ltd. shall be restricted to Pan India including Eastern India for the Allocated Business.

4.3 This restriction shall apply only during the subsistence of this Agreement and shall not extend beyond its termination or expiry.

4.4 This clause is intended solely as an internal business arrangement within the Rateria Group and shall not be construed as an unreasonable restraint of trade under Section 27 of the Indian Contract Act, 1872.

5. BUSINESS ALLOCATION

5.1 Each Party shall focus its operations within its Allocated Territory/Product Line and shall avoid active solicitation in another Party's allocated area, subject to the exceptions stated in Clause 4.

5.2 Nothing in this Agreement prevents:

- sourcing materials from any lawful supplier;
- responding to unsolicited enquiries from outside the Allocated Territory;
- participation in joint Group projects approved in writing.

6. BUSINESS COLLABORATION

6.1 The Parties agree to explore and engage in **collaborative initiatives** where such cooperation can improve procurement efficiency, expand market reach, reduce operational costs, or enhance customer service.

6.2 Collaborative activities may include:

- (a) **joint procurement** of raw materials to obtain better pricing or quality;
- (b) **joint bidding** or supply for large-volume orders or multi-location customers;
- (c) **sharing of logistics resources**, such as warehousing, transportation, or distribution facilities;

- (d) technology and knowledge sharing to improve trading practices;
- (e) co-branding or joint marketing campaigns approved by all relevant Parties.

6.3 All collaborative arrangements shall be documented in writing, clearly setting out the scope, responsibilities, and revenue/profit-sharing mechanism where applicable.

7. RELATED PARTY TRANSACTIONS

7.1 The Parties acknowledge that all transactions between them under this Agreement constitute **Related Party Transactions** within the meaning of the **Companies Act, 2013** and applicable accounting standards.

7.2 All such transactions shall:

- (a) be conducted on an **arm's length basis**;
- (b) be in the **ordinary course of business**;
- (c) comply with **Sections 177 and 188** of the Companies Act, 2013 and the applicable rules thereunder;
- (d) be **appropriately documented**, including invoices, purchase orders, and payment records;
- (e) be **reported and disclosed** in the statutory registers, board reports, and financial statements as required by law.

7.3 If any transaction falls outside the scope of ordinary course or arm's length pricing, prior **Board and/or Shareholder approval** shall be obtained as per law before execution.

8. CONFIDENTIALITY

All Parties shall protect Confidential Information and use it only for purposes connected with this Agreement.

9. TERM & TERMINATION

9.1 This Agreement shall remain in force from the Effective Date until terminated by mutual consent of all Parties or if any Party ceases to be part of the Rateria Group.

9.2 This Agreement shall automatically terminate if required by order of a competent court, regulator, or competition authority.

10. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India. The courts at **Kolkata, West Bengal** shall have exclusive jurisdiction over disputes.

SIGNED:

For Injecto Polymers Private Limited

Name: Ramesh Kumar Rateria

Designation: Director

Date: 01-04-2024

For Rateria Laminators Private Limited

Name: Ramesh Kumar Rateria

Designation: Director

Date: 01-04-2024

For Jupex Vanijya Private Limited

Name: Rajat Rateria

Designation: Director

Date: 01-04-2024

For Hind Polyfabs Private Limited

Name: Ashoke Kumar Rateria

Designation: Director

Date: 01-04-2024

For Khatuwala Polymers

Name: Richa Agarwal

Designation: Proprietor

Date: 01-04-2024

For Maruti Packagers Private Limited

Name: Rajat Rateria

Designation: Director

Date: 01-04-2024

Schedule 1 – Allocated Territory / Product Line

Company	Allocated Territory / Product Line
Injecto Polymers Ltd.	Pan India – Trading of plastic granules (all grades)
Rateria Laminators Pvt. Ltd.	Eastern India – Distribution of plastic granules of GAIL & BCPL (all grades)
Jupex Vanijya Pvt. Ltd.	Pan India – Trading of plastic granules (all grades) and related products
Hind Polyfabs Pvt. Ltd.	Pan India – Trading of plastic granules (all grades) and related products
Khatuwala Polymers	Pan India – Trading of plastic granules (all grades) and related products
Maruti Packagers Pvt. Ltd.	Pan India – Trading of plastic granules (all grades) and related products