

NON-COMPETITION AGREEMENT

THIS NON COMPETITION AGREEMENT is made and executed on this the.....day ofat Bangalore **BETWEEN** M/s. BEML Ltd, a Government of India undertaking, having its Registered Office at No.23/1, "BEML SOUDHA", 4th Main Road, Sampangiram Nagar, Bangalore – 560 027 (hereinafter called "BEML") and manufacturing units at Kolar Gold Fields, Mysore and Bangalore, which expression shall unless repugnant to the subject or context thereof mean and include its representatives, administrators, successors and assigns etc of the **FIRST PART.**

AND M/s.....Company, with its Registered Office at..... and manufacturing unit at.....represented by their Shri..... a lawful Attorney, residing at.....(hereinafter called "VENDOR") which expression shall unless repugnant to the subject or context thereof mean and include its representatives, administrators, successors and assigns etc of the SECOND PART.

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES

HERETO AS UNDER:

Whereas, BEML will place Purchase Order No.....Dated.....on the VENDOR for supply ofwhich products are exclusively manufactured to the designs and specifications of BEML.

In pursuance of the placement of the above Purchase Order on M/s.....or M/s.....or any other Authorized Dealer / Distributor of or any person authorized bythe VENDOR hereby agree and undertake not to quote or supply..... to any other parties in India and as such the VENDOR is prohibited to quote or supply the products specified in the instant Agreement. In contravention of this term, The VENDOR or any other Authorized Dealer / Distributor / Agent of or any person authorized by the VENDOR were to quote and supply

.....to any other parties in India and / or abroad, BEML would, after giving a reasonable opportunity to explain such quote and supply be entitled to levy a penalty to the extent of loss occasioned to BEML.

This Non-Competition Agreement will be valid for a period of five years from the date of placement of Purchase Order by BEML on the VENDOR and for all Government / Quasi-Government companies in India and all non-Government Companies in India and abroad. Disputes if any, arising between the parties in connection with this Non-Competition Agreement or any other matters connected therewith, the same will be mutually discussed and settled, failing which, the disputes shall be referred to a Sole Arbitrator to be appointed by BEML. The Arbitration proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 and Rules framed there under. The place of Arbitration shall be at Bangalore and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules framed there under. Courts at Bangalore shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Non-Competition Agreement

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS ANDSEALS ON THE DAY, MONTH, AND YEAR FIRST ABOVE WRITTEN.

M/s.BEML LIMITED

Vendor M/s

WITNESSES:

1)

2)