

Strictly Confidential

30.08.2021

**Mr Manoj Narayan Gaonkar**  
H.No. 43/3 Brahmakarmali,  
Nagargao Valpoi Sattari -Goa,403506.

**Dear Mr Manoj Narayan Gaonkar,**

**Congratulations and Welcome to the Vedanta family!**

We are pleased to extend you an Offer of employment (“Offer”) with **Vedanta Limited** (“Company”), for the position of **Officer Trainee in M7 Grade**. We are excited at the prospect of your working with us and look forward to your joining us on or before **30.08.2021** at the following address:

Sesa Ghor, 20 EDC Complex  
Patto Panjim Goa-403001

The terms and conditions contained herein (“**Terms of Employment**”) must be read as part of the overall policies of the Company. Your employment with the Company is subject to satisfactory completion of Medical Examination (**Annexure B**), Background Verification and will be based on the below Terms of Employment:

**1. Salary and Benefits**

Your **Total Remuneration** is **INR 7,95,000** /- (Rupees Seven Lakhs Ninety Five Thousand Only) per annum, which will be revised upon confirmation basis your performance. Complete details on compensation are available in the Term sheet (**Annexure A**).

**2. Training and Probation**

You will be on training for a period of 6 months from the date of joining. The Company may, at its discretion, on the basis of performance evaluation, extend the training by such period, as it may deem appropriate.

Post completion of the training, you will be on probation for a period of 6 (six) months. Your confirmation in the service of the company shall be subject to, amongst others, your performance being satisfactory during the training and the probation period. The Company may, at its discretion, extend the probation by such period, as it may deem appropriate.

At the end of probation period, the company will issue you a formal written confirmation letter.

**3. Responsibilities:**

- 3.1. You agree that you will perform your duties with due diligence, devotion and permitted discretion. You will perform, observe and conform to such duties, directions and instructions, assigned or communicated to you by the Company or on its behalf from time to time.
- 3.2. While in the employment of the Company, you shall not (without Company’s prior written consent) directly or indirectly own, manage, control, participate in, consult with, render services to or engage in the business of any other business entity or other organizations (whether as an owner, employee, officer, director, agent, partner, consultant or otherwise) for any consideration, in cash or in kind or otherwise.

Without prejudice to this provision, you confirm that you have declared to the Company all of your business interests existing at the date on which your employment commences, whether or not they are similar to or in conflict with the business of the Group Companies (including the Company). If these interests change during the term of your employment, you will promptly notify the Company.

You shall not use Company’s resources for other commercial activities or for any personal gain. Breach of this condition shall lead to immediate termination of your employment by the Company without any notice or compensation.

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- 3.3. All information, data and knowledge regardless of form, generated in the performance of or delivered during employment, as well as any information provided to you by the Company, shall be and remain the sole property of the Company. You shall not divulge the same in any manner whatsoever or use it for your benefit or for the benefit of any other person. You shall sign all consents that may be required in that connection.
- 3.4. As far as the Company is not already by law the owner of the Intellectual Property Rights arising in respect of any and all works created, you hereby assign to the Company and/or its affiliates, all Intellectual Property Rights arising in respect of any and all works created, compiled and/or devised by you in the course of and scope of your employment with the Company pursuant to this agreement. By virtue of this agreement, any Intellectual Property rights which come into existence in the future in respect of any such work created, compiled and/or devised by you in the course and scope of your employment with the Company, shall vest in the Company and/or its affiliates upon their coming into existence.

For the purpose of this clause, Intellectual Property Rights shall include any Trademark, Trade Name or Service Mark, any Patent, registered design, copyright, design right, topography right, application to register any of the aforementioned rights, trade secrets, any right in unpatented know-how, any right of confidence and any other intellectual or industrial property rights of any nature whatsoever in any part of the world, including any license rights and the right to take legal action. In connection with any such Intellectual property, you agree to furnish Company with information sufficient to file and prosecute any applications and will execute all documents incident to such filing and prosecution.

- 3.5. You shall not have any right to use, in any manner whatsoever, any IPR (i.e. copyright / trade name / label mark / trademark etc.), in part or in full belonging to the Company, whether registered or not. At the time of termination of employment, you shall return to the Company all materials as well as information in respect of intellectual property rights of the Company and return the Confidential Information, including any copies or reproductions thereof and shall not use it further for other company or for your personal purpose.
- 4. Leave Policy:**
- 4.1. The Company's leave policy shall apply to your employment and may be modified by the Company at any time, in its sole discretion, upon notice to you. The Leave Travel Allowance (LTA) mentioned in Annexure -1 will be paid to you post tax deduction in the first year. You will be able to claim tax benefit on LTA post your confirmation.
- 5. Background Checks - Credential Verification:**
- 5.1. You acknowledge and agree that the Company may at its discretion conduct background checks and reference checks prior to or after your expected date of joining to validate the information and documents furnished by you, in particular your identity, the address provided by you, your education details and details of your prior work experience, if any, and to conduct any checks as required. If, at any time, the Company is not satisfied, in its sole discretion, with the outcome of any of the checks, the Company reserves the right to take appropriate action including withdrawal of this offer or termination of your employment as it may deem fit. You acknowledge and agree that the Company has offered you employment based on the specific information and records furnished by you.
- 6. General:**
- 6.1. You shall be governed by the Service Rules & Regulations and policies of the Company that are in force or will be introduced and /or modified from time to time. Any amendment or modification thereto shall be binding on you.
- 6.2. It is enjoined upon you to comply with all relevant and applicable laws and policies & professional standards of the Company (as may be amended from time to time), including Occupational Health or Safety Policies, Business Ethics Policy, Code of Conduct and shall perform your services in a professional manner.
- 6.3. You acknowledge and agree that during your employment with the Company, you may be assigned, transferred or deputed to offices, departments or units of the Company or any of the Group Companies, whether in India or abroad at the discretion of the Company.

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- 6.4. You may be required to travel, whether in India or overseas, in connection with your employment with the Company upon short notice to you for which you will be reimbursed travel expenses as per the Company policy applicable to you.
- 6.5. You shall communicate to the Company any change in your communication address as well as personal status. All communication sent to you in the normal course to the address given by you shall be deemed to have been received by you.
- 6.6. You shall indemnify and keep the Company indemnified and harmless from and against all claims by any third party for loss, damage, expenses arising out of any infringement by you of third party's Intellectual Property Rights.
- 6.7. You agree that during the term of employment and for a period of twelve months after the termination of your employment, you shall not in any way, directly or indirectly:
  - (a) Induce or attempt to induce any employee of the Company to quit employment with the Company.
  - (b) Otherwise interfere with or disrupt Company's relationship with its employees.
  - (c) Solicit, entice, or hire any employee of the Company

## 7. Confidentiality:

- 7.1. You agree, as part of your employment hereunder, you will have access, directly or indirectly, to certain Confidential Information of the Company and its affiliates and their employees. During the term of your employment and thereafter, you shall (a) hold the Confidential Information in the strictest confidence; (b) not disclose or use or attempt to use or disclose, the Confidential Information, except as expressly permitted by the Company; (c) not disclose or divulge the Confidential Information to or for the benefit of any third person or entity without prior authorization of the Company; (d) give prompt notice to the Company of any actual or attempted unauthorized use or disclosure of the Confidential Information. Your obligations under this Section shall remain in effect and survive any termination or expiration of your employment or these Terms of Employment.
- 7.2. "Confidential Information" means any proprietary or confidential information of the Company (provided to you by the Company or on the behalf of Company and its affiliate and their employees), business information or plans, technical data, business strategies, trade secrets or know-how, in any media of the Company, whether oral or written or in electronic format, and whether marked as confidential or proprietary or not, including but not limited to, the Terms of Employment, research, projects or opportunities, proposals, sales and profit figures, finances, personnel information and internal publications. Confidential Information shall not include information which is publicly available. Any breach of the obligations under this section shall amount to misconduct.

## 8. Notice Period

- 8.1. During your employment with the Company, discontinuation of service may happen at the discretion of the Company or the employee, by giving one-month notice in writing during the training or the probation period and a two month prior written notice post your confirmation. The Company however, reserves the right to pay or recover basic salary in lieu of the notice period. Further, the Company may at its sole discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period.

## 9. Retirement

- 9.1. You will retire from the service of the Company on attaining the superannuation age of 58 years. The date of birth as recorded at the time of employment will be reckoned for this purpose.

## 10. Termination of Employment

- 10.1. Notwithstanding anything contained hereinabove, your employment may be terminated summarily, with or without notice, or payment of any kind in lieu of notice, at any time for gross misconduct or submission of false/incorrect information or as provided in Clause 5.1 above. Generally, this includes any fundamental breach of any contract, or conduct which brings the Company into disrepute. Gross misconduct includes (but is not limited to), failure to obey a reasonable orders/instructions issued by an authorized representative of the Company, serious breach of safety rules, theft, fraud, sexual harassment, being under the influence of alcohol or drugs during working hours, unauthorized absence in breach of the Company leave policy, misuse of the Company's confidential Information, breach of ethical or other policies of the Company, engaging in

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discriminatory behavior, any act of disobedience, dishonesty, incivility, insobriety, or of any act or omission, conduct or commission or irregularity, whether during the course of employment or otherwise which in the opinion of the Company is detrimental to its interests.

## 11. Non-Compete

11.1. During the term of your employment and for at least one (1) year thereafter, you will not, directly or indirectly, either alone or jointly with or as manager, agent, consultant or employee of any person, firm or company, engage yourself in any activity or business which works or result in a direct or indirect competition with the business of the Company.

## 12. Jurisdiction

12.1. Any disagreement or claim arising out of or relating to this agreement, the breach thereof or its termination will be settled by following Indian contract and arbitration laws and shall be subject to exclusive jurisdiction of courts at New Delhi.

## 13. Joining Documents

13.1. At the time of joining you are required to submit the following documents:

- Copies of certificates in support of your educational / professional qualifications, experience, date of birth and other testimonials with authenticated copies thereof.
- Valid Proof of Address ( Passport, Aadhar card, DL )
- PAN Card copy / PAN Application Acknowledgement copy (In case you do not have a PAN card, please make arrangements immediately to procure one as per Government of India regulations and give it to us within 30 days of joining)
- Five copies of your recent passport size photographs.
- Medical Fitness Certificate (along with all medical reports) from an approved Medical Practitioner. Refer **Annexure -B** for details.

14. The Company reserves its right to amend its policies (including the Terms of Employment) as may be deemed necessary. The revised policies and terms of employment will supersede the terms and conditions of the Offer. We welcome you to the Vedanta family and wish you a rewarding and successful career.

Best Wishes.

For Vedanta Limited



**Praveen George**  
Chief Human Resource Officer- Iron & Ferro Alloys

Signed :   
Name : Manoj N. Choudhary  
Date : 06/11/2021  
Date of Joining : 30/08/2021