

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this MoU) is made and entered on this 25th day of August, 2022 by and between:

S.D. Kanya Mahavidyala located at **Mansa** (Punjab) (the First Party)

S.D. Kanya Mahavidyala, Mansa was established in the year of 1969 as a non-profit institute with the purpose of providing a safe educational institution where youth participate in academic tutoring that promotes the physical, educational and life skills necessary to prepare and empower them for leadership in the communities and success in their personal life.

And

Jiwan Jindal & Co. Chartered Accountants located at **Mansa** (the Second Party)

Jiwan Jindal & Co, Chartered Accountants Mansa, Punjab is a Chartered Accountants company which deals in financial professionals, qualified to execute accounting procedures. It works in four main areas, including applied finance, financial accounting and reporting, management accounting and taxation. It also filing taxes and auditing financial statements. Jiwan Jindal & Co, Chartered Accountants strive to create value for its clients and partners through its cutting –edge professional expertise.

Both of whom are collectively known as the "Parties"

WHEREAS the First Party and the Second Party desire to enter into an agreement in which they will work together to achieve the various aims and objectives relating to the:
Providing training and placement of the students of the first Party

AND WHEREAS the First Party and the Second Party are desirous to enter into a MoU between them that each of the two agree is necessary to complete this objective

- 1. Purpose & Scope.** The purpose and scope of this MoU is to provide the framework, the scope of work, terms and conditions and responsibilities of the Parties associated with their work on the above said objective. The obligations of the Parties will end on 24th August, 2024.
- 2. The Parties Obligations** The Parties desire and wish that this document will not create and form or manner of a formal agreement, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration in support of an effective and efficient partnership meant to maintain an optimal managerial and administrative commitment with regards to all matters related to the above mentioned object.
- 3. Cooperation.** The Parties represent that they have specialized expertise that they will work upon to meet the objectives.
The First Party will provide the promising students of the Final Year to the Second Party to test them according to their specifications.

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The second Party will use the unique experience and expertise to train them and thereafter make their placement as and when required in the Jivan Jindal & Co, Chartered Accountants

4. **Dispute Resolution.** The Parties of this MoU agree that if any dispute arises through any aspect of this agreement, the Parties shall confer in good faith to promptly resolve any dispute. In the event that the Parties are unable to resolve the issue or dispute between them, then the matter shall be mediated and arbitrated in an attempt to resolve any and all issues between the Parties.
- 5.
6. **Governing Law.** This MoU shall be constructed in accordance with the laws of the State of Punjab.
- 7.
8. **Assignment.** Neither Party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party.
- 9.
10. **Amendment.** This MoU may be amended from time to time by mutual agreement of the parties in a written modification signed by both parties.
11. **Termination.** This MoU may be terminated by mutual written agreement of the Parties upon 30 days notice.
- 12.
13. **Authorization and Execution.** The signing of this MoU does not constitute a formal understanding and as such it simply intends that the Parties shall strive to reach, the best of their abilities the objective stated herein.

Witnesses :

1. Mansel
2. Baljeet Kaur

Witnessed by
Ashley
& Shampun
11/08/2022

Signatures

1. [Signature] Principal,
D. Kanya Mahavidyala,
(First Party) 1505
2. [Signature] (Second Party)



[Signature]
 Tarsan Ch...
 25/8/2022

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this MoU) is made and entered on this 03rd day of November 2022 by and between:

S.D. Kanya Mahavidyala located at Mansa (Punjab) (the First Party)

S.D. Kanya Mahavidyala, Mansa was established in the year of 1969 as a non-profit institute with the purpose of providing a safe educational institution where youth participate in academic tutoring that promotes the physical, educational and life skills necessary to prepare and empower them for leadership in the communities and success in their personal life.

And

Punjab Office Automation located at Patiala (the Second Party)

Founded in the year of 2018, Punjab Office Automation offers a range of products and services that enable interactive, engaging and collaborative learning experiences. It has the specialization in installing and maintaining smart boards, projectors, digital signage, providing cloud based software or offering training and support to teachers and students that enhance learning outcomes, productivity and satisfaction. Punjab Office Automation strives to create value for its clients and partners through its cutting –edge technology, and professional expertise.

Both of whom are collectively known as the "Parties"

WHEREAS the First Party and the Second Party desire to enter into an agreement in which they will work together to achieve the various aims and objectives relating to the:

Providing the equipments for smart class rooms, various software, and providing training to the teachers and students of the first Party

AND WHEREAS the First Party and the Second Party are desirous to enter into a MoU between them that each of the two agree are necessary to complete this objective

1. **Purpose & Scope.** The purpose and scope of this MoU is to provide the framework, the scope of work, terms and conditions and responsibilities of the Parties associated with their work on the above said objective. The obligations of the Parties will end on 2nd November, 2024.

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2. **The Parties Obligations** The Parties desire and wish that this document will not create and form or manner of a formal agreement, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration in support of an effective and efficient partnership meant to maintain an optimal managerial and administrative commitment with regards to all matters related to the above mentioned object.

3. **Cooperation.** The Parties represent that they have specialized expertise that they will work upon to meet the objectives.
 The First Party will provide the promising students of the Final Year to the Second Party to test them according to their specifications.
 The second Party will use the unique experience and expertise to train them and thereafter make their placement as and when required in the Punjab Office Automation.

4. **Dispute Resolution.** The Parties of this MoU agree that if any dispute arises through any aspect of this agreement, the Parties shall confer in good faith to promptly resolve any dispute. In the event that the Parties are unable to resolve the issue or dispute between them, then the matter shall be mediated and arbitrated in an attempt to resolve any and all issues between the Parties.

5. **Governing Law.** This MoU shall be constructed in accordance with the laws of the State of Punjab.

6. **Assignment.** Neither Party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party.

7. **Amendment.** This MoU may be amended from time to time by mutual agreement of the parties in a written modification signed by both parties.

8. **Termination.** This MoU may be terminated by mutual written agreement of the Parties upon 30 days notice.

9. **Authorization and Execution.** The signing of this MoU does not constitute a formal understanding and as such it simply intends that the Parties shall strive to reach, the best of their abilities the objective stated herein.

Witnesses :

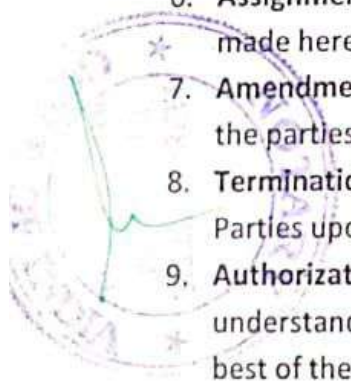
Signatures

1. Manoj

2. Balraj Kumar

1. Principal, Kanya Mahavidyala, Mansa - 151505
(First Party)

2. _____
(Second Party)



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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered on this 03rd day of August, 2022 by and between:

S.D. Kanya Mahavidyala through its Principal, located at Mansa (Punjab) (the First Party)

S.D. Kanya Mahavidyala, Mansa was established in the year of 1969 as a non-profit institute with the purpose of providing a safe educational institution where youth participate in academic tutoring that promotes the physical, educational and life skills necessary to prepare and empower them for leadership in the communities and success in their personal life.

AND

R. Krishan Gupta and Associates, Chartered Accountants located at Patiala (the Second Party)

Founded in the year 1988, R. Krishan Gupta and Associates, Patiala, Punjab is a Chartered Accountants firm (FRN-01875N) which deals in financial professionals, qualified and experienced to execute accounting/auditing/handling Tax litigations etc.. It works in four main areas, including applied finance, financial accounting and reporting, management accounting and taxation. It is also engaged in filing taxes and auditing financial statements. M/s R. Krishan Gupta and Associates strive to create value for its clients and partners through its cutting-edge professional expertise.

Both of whom are collectively known as the "Parties"

WHEREAS the First Party and the Second Party desire to enter into an agreement in which they will work together to achieve the various aims and objectives relating to the: Providing training and placement of the students of the first Party

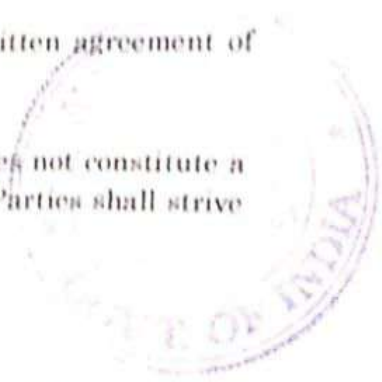
AND WHEREAS the First Party and the Second Party are desirous to enter into a MoU between them that each of the two agree is necessary to complete this objective

1. **Purpose & Scope:** The purpose and scope of this MoU is to provide the framework, the scope of work, terms and conditions and responsibilities of the Parties associated with their work on the above said objective. The obligations of the Parties will end on 2nd May, 2024.
2. **Obligations:** The Parties desire and wish that this document will not create and form or manner of a formal agreement, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration in support of an effective and efficient partnership meant to maintain an optimal managerial and administrative commitment with regards to all matters related to the above mentioned object.
3. **Co-operation:** The Parties represent that they have specialized expertise that they will work upon to meet the objectives.

The First Party will provide the promising students of the Final Year (Graduation) to the Second Party to test them according to their specifications.

The second Party will use the unique experience and expertise to train them and thereafter make their placement as and when required in R. Krishan Gupta & Associates.

4. **Dispute Resolution:** The Parties of this MoU agree that if any dispute arises through any aspect of this agreement, the Parties shall confer in good faith to promptly resolve any dispute. In the event that the Parties are unable to resolve the issue or dispute between them, then the matter shall be mediated and arbitrated in an attempt to resolve any and all issues between the Parties.
5. **Governing Law:** This MoU shall be constructed in accordance with the laws of the State of Punjab.
6. **Assignment:** Neither Party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party.
7. **Amendment:** This MoU may be amended from time to time by mutual agreement of the parties in a written modification signed by both parties.
8. **Termination:** This MoU may be terminated by mutual written agreement of the Parties upon 30 days notice.
9. **Authorization and Execution:** The signing of this MoU does not constitute a formal understanding and as such it simply intends that the Parties shall strive to reach, the best of their abilities the objective stated herein.



Witnesses:

1. [Signature]
2. [Signature]
[Handwritten notes and signatures: Iswarya, Abhinav Kumar, 7/8/2019, 10/1/2022]

Signatures

1. [Signature] Principal,
S.D. Kanya Mahavidyala,
Mannary 151505

2. [Signature]
(Second Party)

ATTESTED BY DEPUTY
[Signature]
Tarsev Chand Mittal
Sole Proprietor
R. Krishan Gupta & Associates
Distt. Mansa (Pb.)

20/07/2022

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this MoU) is made and entered on this 18th day of August, 2022 by and between;

S.D. Kanya Mahavidyala located at Mansa (Punjab) (the First Party)

S.D. Kanya Mahavidyala, Mansa was established in the year of 1969 as a non-profit institute with the purpose of providing a safe educational institution where youth participate in academic tutoring that promotes the physical, educational and life skills necessary to prepare and empower them for leadership in the communities and success in their personal life.

And

Parkash Cotton Pressing Factory located at Village: Mansa (the Second Party)

It is one of the leading cotton manufacturing Company of Mansa region. It is engrossed into the business of manufacturing various types of cottonseed oil cake, cotton seeds, cotton bales ginning, pressing and crushing of cotton seeds etc. Parkash Cotton Pressing Factory, Mansa was founded in October, 1988 by one of the Chairpersons of the company Mr. V.K. Garg. The company is equipped by the latest machines and technology for ginning and pressing cotton and crushing the cotton seeds. The company is able to 1,00,000 Kg of raw cotton and produce more than 200 cotton bales per day. It is also dealing in some agro products like cotton seeds, mustard seeds and wheat. Parkash Cotton Pressing Factory strives to create value for its clients and partners through its cutting-edge professional expertise.

Both of whom are collectively known as the "Parties"

WHEREAS the First Party and the Second Party desire to enter into an agreement in which they will work together to achieve the various aims and objectives relating to the:

Providing training and placement of the students of the first Party

AND WHEREAS the First Party and the Second Party are desirous to enter into a MoU between them that each of the two agree is necessary to complete this objective

- 1. Purpose & Scope.** The purpose and scope of this MoU is to provide the framework, the scope of work, terms and conditions and responsibilities of the Parties associated with their work on the above said objective. The obligations of the Parties will end on 17th August, 2024.

The Parties Obligations The Parties desire and wish that this document will not create and form or manner of a formal agreement, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration in support of an effective and efficient partnership meant to maintain an optimal managerial and administrative commitment with regards to all matters related to the above mentioned object.

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2. **Cooperation.** The Parties represent that they have specialized expertise that they will work upon to meet the objectives.

The First Party will provide the promising students of the Final Year to the Second Party to test them according to their specifications.

The second Party will use the unique experience and expertise to train them and thereafter make their placement as and when required in the Parkash Cotton Pressing Factory.

3. **Dispute Resolution.** The Parties of this MoU agree that if any dispute arises through any aspect of this agreement, the Parties shall confer in good faith to promptly resolve any dispute. In the event that the Parties are unable to resolve the issue or dispute between them, then the matter shall be mediated and arbitrated in an attempt to resolve any and all issues between the Parties.
4. **Governing Law.** This MoU shall be constructed in accordance with the laws of the State of Punjab.
5. **Assignment.** Neither Party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party.
6. **Amendment.** This MoU may be amended from time to time by mutual agreement of the parties in a written modification signed by both parties.
7. **Termination.** This MoU may be terminated by mutual written agreement of the Parties upon 30 days notice.
8. **Authorization and Execution.** The signing of this MoU does not constitute a formal understanding and as such it simply intends that the Parties shall strive to reach, the best of their abilities the objective stated herein.

Witnesses : _____

1. Abdul

2. Baljit Kumar

*W. Abney Kumar
& Sharan Singh
w. 19 Jan
mya*

Signatures

1. [Signature] Principal,
S.D. Kanya Mahavidyala,
(First Party) Mansa - 151505

2. _____
(Second Party)

For Parkash Cotton Pressing Factory

[Signature]
Prop./Manager



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this MoU) is made and entered on this 19th day of August, 2022 by and between:

S.D. Kanya Mahavidyala located at **Mansa** (Punjab) (the First Party)

S.D. Kanya Mahavidyala, Mansa was established in the year of 1969 as a non-profit institute with the purpose of providing a safe educational institution where youth participate in academic tutoring that promotes the physical, educational and life skills necessary to prepare and empower them for leadership in the communities and success in their personal life.

And

JBJ Perfumes Private Limited located at **Baddi (HP)** (the Second Party)

JBJ Perfumes Private Limited incorporated on 18th September, 2002. It is located at Baddi, Himachal Pradesh. The whole unit is a self financed spread in 1.5 acres of land and is set as international guidelines. It is a fully automated and computerised unit consists of fully equipped laboratory, research and development department. JBJ Perfumes Private Limited strives to create value for its clients and partners through its cutting -edge professional expertise.

Both of whom are collectively known as the "Parties"

WHEREAS the First Party and the Second Party desire to enter into an agreement in which they will work together to achieve the various aims and objectives relating to the: Providing training and placement of the students of the first Party

AND WHEREAS the First Party and the Second Party are desirous to enter into a MoU between them that each of the two agree is necessary to complete this objective

- 1. Purpose & Scope.** The purpose and scope of this MoU is to provide the framework, the scope of work, terms and conditions and responsibilities of the Parties associated with their work on the above said objective. The obligations of the Parties will end on 2nd May, 2024.
- 2. The Parties Obligations** The Parties desire and wish that this document will not create and form or manner of a formal agreement, but rather an 'agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration in support of an effective and efficient partnership meant to maintain an optimal managerial and administrative commitment with regards to all matters related to the above mentioned object.
- 3. Cooperation.** The Parties represent that they have specialized expertise that they will work upon to meet the objectives.
The First Party will provide the promising students of the Final Year to the Second Party to test them according to their specifications.

Contd..P/2..

The second Party will use the unique experience and expertise to train them and thereafter make their placement as and when required in the JBJ Perfumes Private Limited

4. **Dispute Resolution.** The Parties of this MoU agree that if any dispute arises through any aspect of this agreement, the Parties shall confer in good faith to promptly resolve any dispute. In the event that the Parties are unable to resolve the issue or dispute between them, then the matter shall be mediated and arbitrated in an attempt to resolve any and all issues between the Parties.
- 5.
6. **Governing Law.** This MoU shall be constructed in accordance with the laws of the State of Punjab.
- 7.
8. **Assignment.** Neither Party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party.
- 9.
10. **Amendment.** This MoU may be amended from time to time by mutual agreement of the parties in a written modification signed by both parties.
11. **Termination.** This MoU may be terminated by mutual written agreement of the Parties upon 30 days notice.
- 12.
13. **Authorization and Execution.** The signing of this MoU does not constitute a formal understanding and as such it simply intends that the Parties shall strive to reach, the best of their abilities the objective stated herein.

Witnesses :

1. Kiran Bansal

2. Lawal

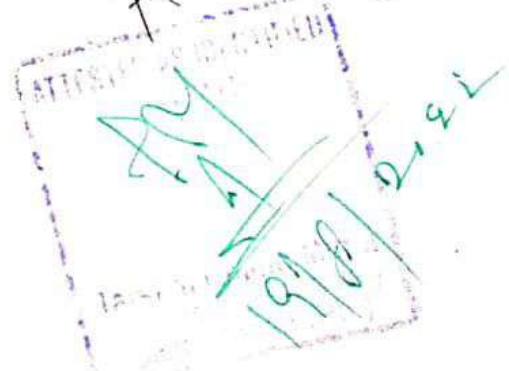
19/8/2022



Signatures

1. [Signature] Principal,
S.D. Kanya Mahavidyala,
[Address] 151505
(First Party)
For JBJ Perfumes (P) Ltd.

2. [Signature]
(Second Party) Director



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MoU”) is entered into on the 27th day of January 2023.
BY AND BETWEEN

S.D. KANYA MAHAVIDYALA, Mansa established as a non-profit institute having its campus at Hospital Road, Mansa, Punjab 151505, (hereinafter referred to as “**SDKMV**”), which expression shall, unless repugnant or contrary to the context or the meaning thereof, be deemed to include its successors and permitted assigns)

AND

TALWANDI SABO POWER LIMITED, a company incorporated under the Indian Companies Act, 1956 and having its registered office at Village Banawala, Distt. Mansa, Punjab, India (the “**Owner**” or “**TSPL**”), owning a 1980 MW (3x660 MW) power station at Village Banawala, Mansa-Talwandi Sabo Road, Distt. Mansa, Punjab, India (hereinafter referred to as “**TSPL**”), which expression shall, unless repugnant or contrary to the context or the meaning thereof, be deemed to include its successors and permitted assigns),

(hereinafter individually referred to as “**Party**” and collectively referred to as “**Parties**”)

WHEREAS SDKMV was established in the year of 1969 as a non-profit institute with the purpose of providing a safe educational institution where youth participate in academic tutoring that promotes the physical, educational and life skills necessary to prepare and empower them for leadership in the communities and success in their personal life.

AND WHEREAS TSPL is a wholly owned subsidiary of Vedanta Limited and has set up a thermal power plant of 1980 MW in Mansa, Punjab and is entering into the said MoU pursuant to its guiding principle of giving back to the Community.

AND WHEREAS TSPL and **SDKMV** have agreed to facilitate a collaborative program of research, training, curriculum, institutional development, information dissemination, and exchange of faculty, students, and staff. The linkage hereby formed shall further strengthen objectives of each Party as well as the mutual relationship between the Parties and to facilitate them to take on hand experience at the thermal power plant of 1980 MW set up in Mansa, Punjab.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL AGREEMENT SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

1. EFFECTIVE DATE

- 1.1 The MoU shall remain in force for a period of 1 year commencing from the date of signing during which period TSPL and SDKMV will take effective steps for implementation of this MoU.
- 1.2 Any act on the part of TSPL and SDKMV after the termination of this MoU by way of communication, correspondence, etc., shall not be construed as an extension of this MoU unless extended based on mutual agreement between the Parties.

TALWANDI SABO POWER LIMITED

Site Cum Regd. Office: Village Banawala, Mansa – Talwandi Sabo Road, Distt. Mansa, Punjab – 151302 INDIA
Tel. 91-1659-248000 | Telefax: 01659-248083 | website: www.tsplindia.co

2. SCOPE OF MoU

- 2.1 SDKMV and TSPL would ensure co-operation for enhancing the intellectual capabilities of the faculty of SDKMV for enabling them to develop suitable teaching/training systems for the student community, keeping in mind the needs of the industry including TSPL. Further, the budding graduates from SDKMV could play a key role in an industry's technological up-gradation, innovation, and competitiveness. Both parties believe that close cooperation between the two would greatly benefit the student community by enhancing their skills and knowledge.
- 2.2 **Curriculum:** TSPL would provide valuable inputs to SDKMV in teaching/training methodology and for suitably customizing the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** TSPL would permit the Faculty and Students of the SDKMV to visit TSPL and be involved in the Industrial Training Programs for the SDKMV. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working careers. TSPL would provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the SDKMV under and as per the instructions of TSPL.
- 2.4 **Guest Lectures:** TSPL to extend the necessary support to deliver guest lectures to the students of SDKMV on the technology trends and in-house requirements.
- 2.5 **Skill Development Programs:** TSPL to train the students of SDKMV on emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 **Faculty Development Programs:** TSPL to train the Faculties of SDKMV for imparting industrial exposure/ training for industrial requirements.
- 2.7 There is no financial commitment on the part of the TSPL and SDKMV is only required to take up any program mentioned in the MoU at its own costs. No costs whatsoever shall be borne by either TSPL for the duration of or in connection of this MoU.
- 2.8 SDKMV shall be responsible for ensuring the safety of the students at the premises of TSPL power plant including but not limited to the use of Personal Protective Equipments (PPEs) and shall indemnify TSPL for any loss caused to TSPL.

2.9 SDKMV shall ensure that students comply with all the rules and regulations applicable to TSPL power plant and strict adherence to the directions of the officials of TSPL during their tenure at TSPL power plant.

2.10 SDKMV shall be responsible for the conduct of students during their tenure at TSPL power plant and shall indemnify TSPL of any loss caused to TSPL due to any misconduct or any act performed in connection of this MoU.

2.11 TSPL shall have no obligation to provide any employment of any nature to any person in pursuance of this MoU.

2.12 TSPL is not responsible for any conduct of students or any other events happening outside of TSPL plant premises.

3. REPRESENTATION AND WARRANTIES

The Parties represents and warrants that:

- a) It is a duly organized company/business entity/entity validly existing under the laws where it is incorporated/established, and has experience, expertise, ability and skills as required to perform the obligations as detailed in this MoU and as may be necessary to perform its obligations hereunder in a professional manner.
- b) It has all the requisite power, authority and approvals required to enter into this MoU and will have all the requisite power, authority to perform fully each and every obligation under this MoU.
- c) This MoU has been duly executed and delivered by its duly authorized representatives and constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms.
- d) The execution, delivery and performance of this MoU and all instruments or addenda required hereunder by it does not contravene, violate or constitute a default of or require any consent under the provisions of any other agreement or instrument to which it is bound, including the constitutional documents thereof, or any order, judgment, decree or injunction of any court of law.
- e) No legal proceedings are pending or threatened against it before any court, tribunal or authority which do or may restrain or enjoin its performance or observance of the terms and conditions of this MoU or which do or may in any other manner question the validity, binding effect or enforceability of this MoU.
- f) No order has been made or petition presented for bankruptcy protection, winding up or dissolution thereof against it.

- g) It shall maintain high professional standards to ensure performance of this MoU as per best business practices and in full compliance with statutory obligations.
- h) It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its establishment for the conduct of its business;

- i) It has full right, title and interest in and to all trade names, trademarks, service marks, those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the MoU, and that any IPR provided by the Parties shall not infringe the IPR of any third party.

4. CONFIDENTIALITY

- 4.1 By virtue of this MoU, the Parties may have access to information that is in confidence during the term of this MoU and for a period of three years after expiration or termination of this MoU. The Parties agree not to make the other Party's confidential information available to any third party or to use the other Party's confidential information for any purposes other than for the purposes of this MoU.
- 4.2 These restrictions shall not apply to information which:
 - (a) is already in the public domain which is available by other than breach of this MoU;
 - (b) was in the possession of the receiving Party before disclosure and was not acquired directly or indirectly from disclosing Party;
 - (c) is lawfully obtained from a third party which is free to disclose it; or
 - (d) either Party is obliged by law or authorized government authorities to disclose.
 - (e) is required to be disclosed under the orders received from Court of Law or any other Statutory Bodies.
- 4.3 The standard of care for protecting proprietary information imposed on the Party receiving such information will be the degree of care the receiving Party uses to prevent disclosure, publication or dissemination of its own proprietary information.

5 INTELLECTUAL PROPERTY

Nothing contained in this MoU shall, by express grant, implication, estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copyrights and designs) of the other Party.

6 INDEMNITY

6.1 SDKMV shall defend, indemnify and hold TSPL, its directors, officials & employees etc., harmless from and against any and all against any and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with any claim made by any third party (including, but not limited to, any claim made by any governmental or statutory authority) against TSPL arising out of or in connection with the performance by SDKMV of its obligations under this MoU.

6.2 SDKMV shall be liable for and shall defend, indemnify and hold TSPL, its directors, officials & employees etc., harmless from and against and all claims in connection with any breach, infringement (whether actual or alleged) of confidentiality, accident, bodily injury, fraud arising out of or in connection with the performance of this MoU by SDKMV.

6.3 This indemnity shall be without prejudice to any other rights or remedies, including injunctive or other equitable relief, which TSPL may be entitled to.

7 LIMITATION OF LIABILITY

7.1 Except as may be otherwise provided in this MoU, in no event shall either Party be liable to the other, whether arising under contract, tort (including negligence), strict liability or otherwise, for any indirect, consequential, special, punitive, exemplary or incidental loss or damages of any nature arising at any time from any cause whatsoever.

7.2 The limitations of liability and exclusion of warranties as set out in the MoU shall be to the maximum extent permitted by applicable law. Nothing in this MoU purports to exclude or limit liability for fraud, misrepresentation, death or personal injury.

8 FORCE MAJEURE

8.1 For the purposes of this MoU, “Force Majeure” means the occurrence of any event or circumstance or combination of events or circumstances that is beyond the reasonable control of a Party, has a material and adverse effect on the performance by that Party of its obligations under or pursuant to this MoU, and that demonstrably could not have been foreseen by the Parties; provided, however, that such material and adverse effect could not have been prevented, overcome or remedied by the affected Party through the exercise of diligence and reasonable care; but provided, further, that the exercise of diligence and reasonable care will not include the obtaining or maintaining of insurance beyond the requirements of this MoU.

- 8.2 Subject to Clause 8.1 hereinabove, Force Majeure includes without limitation, the following events and circumstances, but only to the extent that each satisfies the above requirements as provided under Clause 8.1; (a) Act of God, (b) fire, flood, earthquake, epidemic, pandemic, natural disaster or extreme natural event (c) war, riot, insurrection, civil commotion, mobilization or military, call up of a comparable scope, which has been notified in accordance with this Clause 8 any direction, judgement, decree or any other order passed by any judicial/quasi-judicial/administrative authority and/or any direction passed by the government authority/(ies) restraining the performance of obligations, whether in part or in full, of the affected party provided that such orders or directions must not emanate out of actions directly attributable to the affected party or (e) any event owing to any restrictions, directives/directions imposed or passed by the government, judicial, quasi-judicial authorities if they impede or delay the performance of the MoU (Force Majeure Events).
- 8.3 In the event of a Force Majeure occurrence, the party that is or may be delayed in performing the MoU shall notify in writing to the other party without delay but not later than fifteen (15) business days on the initiation of such Force Majeure Event(s) and shall use diligent efforts to end the failure or delay in performance to minimize effects of such Force Majeure Event. Provided, however, that the occurrence of such an event would entitle the parties to renegotiate the time frame for performance of the respective obligations, taking into consideration the nature of such event. In such a situation, the party which is not able to perform its obligations under this MoU on account of Force Majeure Event(s), shall not be liable to the other party for the default or breach of this MoU for the period of failure or delay. If the said notice is not received by the other party within fifteen (15) business days, after the party who fails to perform knew or ought to have known of the impediment, it is liable for damages resulting from such non-receipt.
- 8.4 The Parties agree to use their respective reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so. Upon the cessation of the event of Force Majeure, the party declaring Force Majeure shall immediately but not later than three (3) business days give notice thereof to the other party.
- 8.5 Neither Party shall be liable in any manner whatsoever to the other party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof. The costs associated with taking all steps required to mitigate the effects of the Force Majeure Event and restore its ability to perform its obligations under this MoU as soon as reasonably practicable shall be borne by the respective parties.

- 9.1 SDKMV shall declare any conflicts of interest with TSPL including relationship or financial interest of any nature whatsoever with employees, managers, other suppliers, vendors or stakeholders of TSPL.
- 9.2 SDKMV shall not use the services of any of the employees of TSPL, directly or indirectly, or enter into any sort of monetary transaction with the employees of TSPL. SDKMV undertakes that they have not given, offered or promised to give directly or indirectly any bribes, commission, gift, consideration, reward, or inducement to any of the employees of TSPL or their agent or relatives for showing or agreeing to show favor or disfavor to any person in relation to this MoU or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the aforesaid undertaking, by SDKMV, or his partners, agent or servant or any one authorized by him or acting on his behalf.
- 9.3 SDKMV agrees to comply with the provisions of the TSPL's Code of Conduct which includes Antibribery and Corruption requirements (a copy of which is also available at <https://www.tsplindia.co/about-us/code-of-conduct/>, the TSPL's Human Rights Policy (a copy of which is available at <https://www.tsplindia.co/wp-content/uploads/2022/12/Human-rights-POLICY.pdf>) including the Modern Slavery Act 2015 as may be amended from time to time and in case of breach thereof, the same shall be treated as a breach of this MoU.
- 9.4 SDKMV shall maintain records and provide TSPL upon request such records and evidence, as TSPL may reasonably require, confirming SDKMV's compliance with the obligations under this clause.
- 9.5 Notwithstanding anything in this MoU, TSPL shall have right to terminate the MoU forthwith and recover from SDKMV, the amount of any loss arising from such termination in case, it is found that SDKMV has failed to comply with requirements under this clause including any corrupt practices. A decision of TSPL or his nominee to this effect that a breach of the undertaking had been committed shall be final and binding on SDKMV.
- 9.6 If at any time during execution or performance of this MoU, SDKMV becomes aware of any unethical practices or is faced with any undue demand, request for gratification or favor from any employee of TSPL or a person connection with such employee, SDKMV must report the same immediately to the Group Head-Management Assurance at the following address:

Group Head – Management Assurance,

Vedanta, 75 Nehru Road

Vile Parle (E), Mumbai 400 099

'Complaints' can also be sent to the designated e-mail id:

tspl.whistleblower@vedanta.co.in

10 TERMINATION

10.1 Notwithstanding anything contained herein to the contrary, TSPL may immediately terminate all or part of this MoU as under:

- (i) by a written notice to SDKMV in case of any breach of the terms of this MoU by SDKMV and SDKMV has failed to remedy such breach within 30 days from receiving notice from TSPL.
- (ii) if SDKMV (a) ceases, or threatens to cease, to function as a going concern or conduct its operations in the normal course of business, (b) commences, or becomes the subject of, any bankruptcy, insolvency, reorganization (other than in the course of a corporate re-organization or to an affiliate), administration, liquidation or similar proceedings, (c) makes, or plans to make, a general assignment for the benefit of its creditors, or (d) creditor attaches or takes possession of all or a substantial part of said Party's assets;
- (iii) The foregoing shall not apply to any action or proceeding which is (a) in the reasonable opinion of TSPL, frivolous or vexatious; or (b) discharged, stayed or dismissed within ninety (90) days of commencement;
- (iv) if SDKMV is unable to carry out its obligations by reason of Force Majeure events and the force majeure continues for a period more than thirty (30) days, then TSPL may by giving notice in writing, terminate this MoU with immediate effect. Any such termination shall be without prejudice to any of the right of SDKMV accrued prior to the date of such termination.

10.2 Notwithstanding anything contained herein to the contrary, TSPL may terminate all or any part of this MoU by one (1) month's written notice without assigning any reason whatsoever or if SDKMV fails to obtain any approval required under the terms of this MoU.

10.3 Upon termination of this MoU, Parties shall be relieved of their respective rights and obligations under this MoU save such obligations and / or liabilities of the Parties set forth herein which (i) that the Parties have expressly agreed will survive any expiration or termination, or (b) by their nature would be intended to be applicable following any such expiration or termination, or (c) the Parties have accrued before expiration or termination, as the case may be.

11 GOVERNING LAW & DISPUTE RESOLUTION

11.1 This MoU shall be governed by, construed and enforced in accordance with the laws of Mansa, Punjab, India. Subject to Clause 11.2 below, the parties submit to the exclusive jurisdiction of the courts of Mansa, Punjab, India and any courts that may hear appeals from those courts in respect of any proceedings in connection with this MoU.

11.2 Any dispute or difference whatsoever arising between the parties out of or relating to the interpretation, meaning, scope, operation or effect of this MoU or the existence, validity, breach or anticipated breach thereof or determination and enforcement of respective rights, obligations and liabilities of the parties thereto shall be amicably settled by way of mediation by meeting(s) between senior management representatives of each Party. If the dispute is not conclusively settled within a period of twenty-one (21) days from the date of commencement of mediation or such further period as the parties shall agree in writing, the dispute

shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 (as amended from time to time), which are deemed to be incorporated by reference into this clause. The arbitration shall be conducted as follows:

- (i) Three arbitrators shall be appointed with one arbitrator nominated by each Party and the presiding arbitrator selected by the nominated arbitrators.
- (ii) The language of the mediation and arbitration proceedings shall be English. The seat and venue of arbitration shall be Mansa, Punjab, India.
- (iii) The award made in pursuance thereof shall be final and binding on the parties. The right to arbitrate Disputes under this MoU shall survive the expiry or termination of the MoU.

11.3 It is clarified that the obligations under the MoU shall be continued by SDKMV during the arbitration proceedings unless otherwise directed in writing by TSPL.

12 NOTICES

Any and all notices hereunder shall be served by any Party to the other (i) by Registered Mail/Speed Post to the addresses herein stated below or (ii) by fax to the numbers here-in-stated below, or (iii) by email.

<u>For SDKMV</u>	<u>For TSPL</u>
S.D. Kanya Mahavidyala	Talwandi Sabo Power Limited
Hospital Road, Mansa, Punjab 151505	Village Banawala, Mansa- Talwandi Sabo Road, Distt. Mansa, Punjab – 151302
Email: sdkmv_mansa@yahoo.in	Email: tspl.hr@vedanta.co.in

TALWANDI SABO POWER LIMITED

Site Cum Regd. Office: Village Banawala, Mansa – Talwandi Sabo Road, Distt. Mansa, Punjab – 151302 INDIA
 Tel. 91-1659-248000 | Telefax: 01659-248083 | website: www.tsplindia.co

13 AMENDMENTS

No amendment or modification of this MoU shall be valid unless the same is made in writing by both the Parties by their authorized representatives and specifically stating the same to be an amendment of this MoU. The modifications/changes shall be effective from the date on which they are made/executed, unless otherwise agreed to.

14 MISCELLANEOUS



14.1 Any part of the MoU if declared or held invalid by competent court of law, or operation of law, the remainder of the MoU shall survive and shall be binding on the Parties. Any indulgence shown or relaxation granted by any party related to the implementation of this MoU will not constitute as waiver of rights of the said party.

14.2 Nothing in this MoU shall be deemed to constitute, create or give effect to or otherwise recognize a joint venture, partnership or formal business entity of any kind, and the rights and obligations of the Parties shall be limited to those expressly set forth herein.

14.3 Nothing herein contained shall be construed as authorizing either Party to act as an agent or representative of the other Party.

14.4 Neither Party is authorized to use the other Party's name in any way, to make any representations, or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party.

14.5 Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

<p>For and on behalf of SDKMV</p>  <p>Principal, S.D. Kanya Mahavidyala, Authorized Signatory Mansa - 151505</p>	<p>For and on behalf of TSPL</p>  <p>Authorized Signatory</p>
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