

ESSAR CONSTRUCTIONS OVERSEAS LIMITED- ABUDHABI

PO Box: 129798,
Suite #604, Level 6,
Al Saman Tower B,
Hamdan Street,
Abu Dhabi, UAE

T: +971 2 628 1930
F: +971 2 628 1950
www.essar.com

June 28, 2013


Yashpal Vala
PP No: L1102070
Jamnagar, Gujarat, India

Dear Mr. Yashpal,

Further to our discussions with you, we are pleased to inform you that you have been selected to be a part of the team that is going to execute the **GASCO Pipeline Project** at **Abu Dhabi**.

Accordingly, we offer you the position of **Administration Officer**, on contract, on the following terms and conditions applicable to you in UAE from the date of your reporting at the Abu Dhabi project for a period of one year or till the completion of your assignment, whichever is earlier, at the said project:

- 1. Base Pay** You will be paid a base pay of **AED 28,300/- (UAE Dirham Twenty Eight Thousand Three Only)** per annum.
- 2. Special Allowance** You shall be paid Transport Allowance of **AED 3860/- (UAE Dirham Three Thousand Eight Hundred and Sixty Only)** per annum.
- 3. Benefits**
 - a. You will be eligible for a health insurance cover to cover you, your spouse & your first two dependent children. The premium for the same will be borne by the company
 - b. **Leave** will accrue at the rate of **2.5 days** per calendar month and can be accumulated. Leave will be allowed subject to exigencies of work.
 - c. In addition to the above, you will be entitled to **statutory benefits** as applicable to the location of work.
- 4. Location** In this capacity, you will be located at **Habshan** and report to **Mr. Sadhan Kumar De**. However, your services are liable to be transferred to any other Departments / Divisions of the Company.



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You may also be assigned such other duties as may become necessary at the discretion of the Management in any Branch or Office of the Company and / or its Subsidiaries or Associate Companies.

5. Other Conditions

a. This arrangement can be terminated by giving a three month notice on either side.

b. This arrangement is valid for a **period of one year from your date of joining OR till the completion of your assignment at the said project, whichever is earlier.**

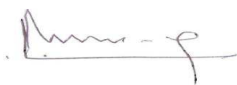
c. During the tenure of your association with the company, you will not take any other work/assignment in a company that does not belong to the Essar Group.

d. The above payment will be liable / subject to tax in accordance with the provisions of Income Tax Act and rules made there under, as also other applicable laws, if any, as may be force from time to time.

e. This offer will be applicable only upon receiving the valid work permit of the **UAE.**

f. Your working hours shall be as deemed necessary and determined by project conditions.

g. Upon the termination of your contract, you shall deliver a custody to the company or its authorized representative, all or in part, any belonging of the company such as equipment, books, computers, bills, goods, or any legal documents which may be in your custody or possession.

A handwritten signature in blue ink, appearing to be "Yashpal Vala".

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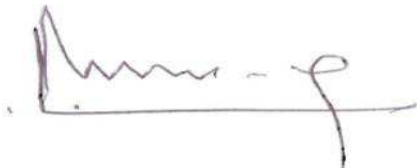
**6. Confidentiality
Clause**

You are expected to maintain the highest order of confidentiality as regards information or any other confidential aspects of the company and/or its subsidiaries or Associate Companies and in case of any breach of trust, this appointment may be terminated by the company without any notice. All inventions, improvements, discoveries made by you either alone or with other persons will become the sole property of the company. You will ensure that patent protections are obtained for such inventions/improvements and discoveries in India or elsewhere and assign the same to the company.

Kindly sign a photocopy of this letter as acceptance of the above terms and conditions and return the same for our records.

Thanking you,
Yours sincerely,

For **Essar Constructions Overseas Limited Abu Dhabi**



Authorized Signatory