



## APPOINTMENT LETTER

**April 11, 2011**

**Mr. Bhaskar Dara  
No. 1-567, II Road Extension,  
Georgepet,  
Anantapur - 515004**

Dear **Bhaskar**,

Welcome to Wipro Limited ('Wipro') and congratulations on your appointment as **Project Engineer**.

### **1. Appointment Details:**

- a. The date of appointment is effective from the date of joining.
- b. There will be a probationary period of 1 year from the date of appointment. You will be undergoing training for the first three months, during which your performance will be evaluated periodically. Wipro reserves the right to decide on the continuance of probationary period/ your employment, depending on your performance in the opinion of Wipro in the appointed post. On completion of the probation period, if Wipro finds you to be suitable for the appointed post, your appointment shall be confirmed and communicated to you in writing.
- c. The retirement age is 58 years.
- d. You agree to be transferred in such capacity as Wipro may from time to time determine to any other location, department, function, establishment, or branch of Wipro or subsidiary, associate or affiliate Wipro. In such case you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Wipro locations in India to suit customer time including on 24x7 basis. You agree to operate from any of these locations and in any of the shifts, including night shift, as may be decided by Wipro keeping in mind business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma.
- g. If you were placed post campus interview, academic standards in your qualifying degree has to conform to what was communicated to you during your campus placements. Your final grade/percentage will have to be same or higher than the academic cut-off specified to qualify for our written test for campus placements.

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## **2. Compensation:**

- a. You will be eligible for compensation and benefits in accordance with Annexure titled Salary Offer Sheet. (Please refer Page -7)
- b. Quarterly Performance Linked Compensation (QPLC) - The details of this component are attached in the Annexure. The QPLC program may be changed or modified in part or full thereof from time to time, at the sole discretion of the management.
- c. You will be entitled to other compensation and benefits in accordance with Wipro policy as modified and intimated to you from time to time.
- d. Your compensation will be reviewed periodically as per Wipro policy.
- e. Changes in your compensation are at Wipro's discretion and will be subject to and on the basis of effective performance and results during your period of employment and other relevant criteria.

## **3. Other Benefits:**

- a. You will be entitled to leave, holidays and working hours as applicable to your stream and location of posting.
- b. You will be eligible for perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by Wipro.
- c. You are entitled to participate in the Wipro Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. You are eligible for Leave Travel Assistance (LTA) as per the policy of Wipro.
- e. You are eligible for the Wipro Medical Assistance Scheme (MAS), Contributory Medical Insurance and Medical Benefit Program (MBP) for your band and stream as long as you are not covered under the purview of the ESI Act. For details of the scheme refer to Page 10.
- f. You will be covered by the Wipro sponsored and administered Employee Benefits Programme for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits. You could refer to the detailed policies in the Wipro intranet portal i.e. mywipro.wipro.com

## **4. Responsibilities:**

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of Wipro, whether directly or indirectly.

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- b. You will be required to undertake travel on Wipro work for which you will be reimbursed travel expenses as per the Wipro policy applicable to you.
- c. We at Wipro are committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of Wipro including the Code of Business Conduct and other policies of Wipro as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

#### **5. Conflicts of Interest:**

- a. You are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether the same is part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - i. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - ii. Any customer or vendor of Wipro to move his existing business with Wipro to a third party or to terminate his business relationship with Wipro.
  - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit head, understand the position of Wipro and resolve the conflict.

#### **6. Confidentiality:**

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).



- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

## **7. Assignment of Intellectual Property**

During your tenure with Wipro you shall disclose and assign to Wipro as its exclusive property, all developments developed or conceived by you solely or jointly with others that are related to Wipro's business or that results from work that you perform for Wipro or using Wipro's equipment, supplies or facilities and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **8. Non-Compete**

In the course of your employment with Wipro you will be providing services to customers or clients of Wipro during which process you would be handling sensitive information including but not limited to key customers of Wipro, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protection is of utmost importance to Wipro. You confirm that for a period of six (6) months after separation of your employment from Wipro (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing Wipro during the six (6) months preceding the date of separation.

## **9. General:**

- a. This offer of appointment is subject to the condition that you have not provided us with any false declaration or willfully suppressed any material information. Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this Agreement.
- b. The employment terms in this Agreement are subject to change with the change in Wipro policies.
- c. Your employment terms may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- d. These employment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- e. You warrant that you are not prevented by a court or by any other administrative or judicial order from providing the services required under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- f. During the employment you have to comply by all policies of Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time. You agree to comply with all policies as modified from time to time.



- g. Your appointment can't be further processed and will be treated as withdrawn in the event of:
- i. Your failing to clear your final semester exams in the first attempt and there remaining any backlog papers, and/or
  - ii. a. For Graduates: You are not being able to maintain minimum aggregate marks of 60% in your graduation.  
b. For Post Graduates: You are not being able to maintain minimum aggregate marks of 60% in your graduation and 60% in post graduation.

#### 10. Training Agreement:

- a. This letter of appointment is subject to your training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bangalore 560035 on or before joining Wipro.
- b. Keeping in mind costs incurred by Wipro in training you and otherwise in developing your skills or knowledge, the agreement would require that, should you discontinue the employment within the agreement period of **one year** commencing from the date of completion of your training period, unless and otherwise at the sole discretion of Wipro, you will be required to pay liquidated damages of Rs.75,000/- (Rupees seventy five thousand only).

#### 11. Notice Period:

This contract of employment is terminable, without reasons, by either party giving one-month notice during probationary period and two months notice on confirmation. Wipro reserves the right to pay or recover salary in lieu of notice period. Further, Wipro may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if Wipro desires the employee to continue the employment during the notice period the employee shall do so.

Please confirm that the above terms are acceptable to you and that you accept the appointment by signing a copy of this letter of appointment and submitting the same on the date of appointment.

Yours sincerely,  
For **Wipro Limited**,

**Vaibhav Dalal**  
**Sr. Manager – Talent Acquisition**

I agree to accept employment on the terms and conditions mentioned in the above letter.

Date: \_\_/\_\_/\_\_

Signature .....

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## SALARY OFFER SHEET

**Name : Bhaskar Dara**

**Position : Project Engineer**

**Career Group: Band B1**

- a. You will be on training (classroom/on the job) for the first three months, from your date of joining. During the training period, you will receive a stipend of **Rs. 20000** consolidated, without any other benefits. After satisfactory completion of the training you will receive your salary as given below.

COMPONENT	AMOUNT (INR)
Basic	6300
HRA	2520
Conveyance Allowance	800
Wipro Benefit Plan	11470
<b>Total Fixed Cash</b>	<b>21090</b>
Target QPLC	2500
<b>Total Target Cash</b>	<b>23590</b>
PF	756
Gratuity	335
<b>Total Target Remuneration</b>	<b>24681</b>
Health benefit (Notional amount)	325
<b>Total Monthly Gross</b>	<b>25006</b>
<b>Total Annual Gross</b>	<b>300072</b>

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- a. Over and above these components, depending on your performance during the initial training program you will also be entitled for **Additional Allowance**,. The total monthly gross hence will be as per the following table for different performance categories:

	MONTHLY GROSS	ADDITIONAL ALLOWANCE	TOTAL MONTHLY GROSS	TOTAL ANNUAL GROSS
Performance Category - 1	25006	4167	29167	350000
Performance Category - 2	25006	2083	27083	325000
Performance Category - 3	25006	-	25006	300072

“In event employee is part of on the job training and is put directly in project work the additional allowance will be taken equal to 2083/- once stipend period is over”

- b. Apart from the standard salary emoluments, Project Engineers are also entitled to unique **Company Benefits** to assist you in maintaining a healthy work-life balance. The details of the benefits are as follows:
- Onetime Interest free loan of **Rs. 20,000** towards housing deposits or towards purchase of a two wheeler
  - Onetime Interest free contingency loan of **Rs. 50,000** towards housing deposits or illness, death in immediate family or self marriage
  - Medical assistance **Rs. 15,000** per annum or one month's basic whichever is higher.
  - Medical Insurance Coverage up to **Rs. 2 lacs** per annum.

Date: \_\_/\_\_/\_\_\_\_

Signature:.....

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## **QPLC - A BRIEF OVERVIEW**

### **QPLC Policy Summary:**

QPLC (Quarterly Performance Linked Compensation) is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to two parameters, namely:

- Organization linked parameter: Based on the PBIT achievement of Wipro Technologies. This would comprise of 50% of your QPLC amount.
- § Individual linked parameter: Based on number of days unbilled in a quarter for billable resources. This would comprise of 50% of your QPLC amount. For a new joiner the first 180 days will be exempt for calculating unbilled days.

For those who would be joining the Support and Central functions (like Finance, HR, etc) the entire QPLC amount will have a 100% linkage to the PBIT achievement of Wipro Technologies.

The QPLC payout amount is liable to have both upsides and downsides as per the Wipro policy. It is mandatory for you to complete the quarter for which the QPLC applies i.e. you should be on the rolls of Wipro on the last working day of the quarter to be eligible for payout under the program.

The QPLC program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management.





## **SOME ADDITIONAL INFORMATION ON THE SALARY OFFER**

### **Basic:**

This is fixed monthly components of your salary and is taxable.

### **Wipro Benefit Plan (WBP):**

Wipro Benefits Plan (“WBP”) is a basket of various allowances / reimbursements. Under WBP, you will be granted Leave Travel Allowance, Professional Development Reimbursement, Commutation Allowance and Education Allowance. These components are eligible for exemptions as per the prescribed Income tax rules applicable and you will be subject to tax for the portion of the allowances that is not exempt.

Benefits by way of use of Telephone / Mobile phone, Non-transferable food coupons, use of Wipro Bus, Vehicle Maintenance Reimbursement, Foreign / Domestic Travel Reimbursement, Wipro Kids Education Reimbursement and use of Club can also be availed under the Plan. Only the actual expenses incurred will be reimbursed. The reimbursements for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy.

Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances / benefits availed under WBP and related recovery of Fringe Benefits Tax and associated charges.

### **Commutation Allowance:**

This is a tax free allowance in your salary, and does not warrant the production of any bills.

### **Medical:**

The amount mentioned in your salary stack up is a notional figure and it indicates average outflow per month and per employee.

- a. Medical Assistance Scheme (MAS) : This is a medical scheme covering you, your spouse and your children to the extent of Rs 15,000 per annum or one month basic whichever is higher.
- b. Under this Medical Benefit Program (MBP), an amount of Rs 50,000 per annum will be reimbursed towards domiciliary treatment of specified illnesses only.
- c. Mediclaim covers Rs 2,00,000 per annum for nuclear family towards hospitalization.
- d. In addition to Mediclaim insurance, if the hospitalization happens to be in a Central Board of Direct Taxes (CBDT) approved hospital, you can be reimbursed for an additional Rs.10,000 towards hospitalization.

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**Retiral Benefits :**

Consists of 12 % of your Basic towards Provident Fund and 5.31 % of your Basic towards Gratuity and Survivor Benefit Scheme. For the Provident Fund, you will also have to contribute an equal amount of 12% of your Basic.

**Accommodation, Food & Other Miscellaneous Expenses**

- a. You would be entitled for Rs. 400 per day for 8 days (total amount of Rs. 3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
  - i. Settlement and Miscellaneous Expenses: Rs. 1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- c. Campus joiners would not be eligible for accommodation at the Wipro guest houses.