



March 21, 2011

The Manager – Listing
National Stock Exchange of India Limited,
Mumbai

022-26598238

The Manager – Listing
Bombay Stock Exchange Ltd. Mumbai

022-22722061

Dear Sirs,

Subject: Abstract of terms of appointment of Executive Director and Memorandum of Interest pursuant to Section 302 of the Companies Act, 1956 – Mr. T K Kurien

A copy of the statement u/s 302 of the Companies Act, 1956 sent to shareholders by post is enclosed herewith for your reference and necessary action.

Thanking you

Yours faithfully
For Wipro Limited

V Ramachandran
Company Secretary
Encl: a/a



WIPRO LIMITED

REGD. OFFICE : DODDAKANNELI, SARJAPUR ROAD, BANGALORE - 560 035

TO THE MEMBERS OF
WIPRO LIMITED

Abstract of terms of appointment of Executive Director and Memorandum of Interest pursuant to Section 302 of the Companies Act, 1956.

T K Kurien

The Board of Directors ("Board") of Wipro Limited ("Company") have, based on the recommendation of the Board Governance and Nomination Committee and Compensation Committee ("Committee" or "Committees") have approved the remuneration on February 28, 2011 for Mr T K Kurien who was appointed as CEO (IT Business) & Executive Director ("CEO") with effect from February 1, 2011 for a period of five years (from February 01, 2011 to January 31, 2016).

Mr.T K Kurien is a Chartered Accountant and has varied experience. Mr.T K Kurien has been instrumental in building and scaling many of the businesses successfully. His track record with customers, passion for excellence coupled with strategic thinking and rigour in execution makes him uniquely positioned to lead Wipro's IT business.

In compliance with the requirements of Section 302 of the Companies Act 1956, abstract of the terms of appointment for Mr T K Kurien together with Memorandum of Interest are set out below:

1. Remuneration for the Director:

a. Remuneration:

- i. **Salary:** Salary in the range of minimum of Rs 30 million per annum to a maximum of Rs 100 Million per annum. Salary to include periodic increments as may be approved by the Board based on the recommendation of the Committee during the tenure of the appointment within the above limits and will also include Variable Pay (based on performance criteria), Leave Travel Allowance, Commutation Allowance, Educational Allowance, Leased Accommodation, House Rent Allowance, Company provided car and driver, Furniture and Equipment, Provident Fund, Gratuity, other Retirement benefit contributions, telephone facility at residence and other benefits from time to time as per Company's policy.
- ii. In addition to the remuneration as per a i above, the CEO shall be entitled to perquisites and allowances like Personal Accident Insurance and Group Life Insurance, club fees subject to a maximum of two clubs, medical reimbursement, annual health check up and insurance cover, Leave with full pay and allowance as per Company's policy, grant of Restricted Stock units, Employee Stock Options and other stock based compensation and such other perquisites as per the recommendation of the Committee from time to time.

b. Termination:

The agreement can be terminated by both parties by giving written notice. If the Agreement is terminated by the CEO, he will have to give prior written notice of 6 (six) months to the Company.

If the Company terminates the Agreement, the Company will communicate the same in writing to the CEO and the CEO will be eligible for "Severance Benefits" as follows:

- 12 (twelve) months' last drawn Salary. "Salary" for the purpose of this clause includes Basic Pay, Benefits & Allowances and Variable Pay.

The unvested stock options/RSUs shall vest proportionately to the completed months in service from the last vesting/grant date of each grant, whichever is later, till the date of termination. This is applicable only to a grant where one year has lapsed since the date of grant, at the time of termination.

- c. Reimbursement of entertainment expenses actually and properly incurred in the course of business as per Company's policy shall be allowed.
- d. The CEO shall not become interested or otherwise concerned directly or through their spouse and/or children, in any sole selling agency of the Company.
- e. In the event of inadequacy or insufficiency of profits as per Schedule XIII of the Companies Act, 1956 or other applicable laws, Company will pay remuneration as stated herein.
- f. The CEO shall not be entitled to Sitting Fees for attending the meetings of the Board of Directors or Committees thereof.
- g. The CEO shall not be subject to retirement by rotation.
- h. For the purpose of Gratuity, Provident Fund, Superannuation and other like benefits, if any, the service of the CEO will be considered as continuous service from the date of his joining Wipro Group.

The terms and conditions of the above appointment and remuneration are subject to approval of the shareholders.

The Company will enter into separate agreements with Mr T K Kurien containing, inter alia, the above terms and conditions. No other Director is concerned or interested in these terms and conditions except Mr T K Kurien in so far as they relate to his own appointment and remuneration.

By Order of the Board
For Wipro Limited

-Sd-
V. Ramachandran
Company Secretary

Place : Bangalore
Date : February 28, 2011