

Ref/RTSL/Appoint/50051183

Date - 13/09/2010

Srikanth Popuri
Borravaripalem(P.O); Prathipadu(M.D)
Guntur(Dist); A.P

Dear Srikanth,

With reference to our mutual discussions in respect of your interest in our organization, we are pleased to appoint you the Position of **OPERATION ENGINEER** as **DEPUTY MANAGER** on the following terms and conditions w.e.f 13/09/2010.

01. PLACE OF POSTING:

Your primary place of posting will be at **DAKC**. However, during employment with the Company, you may be transferred to any operating office or location of the Company or its Subsidiaries, Affiliates or Associates in India or Abroad. Your services may be assigned or you may be send on deputation to any of the Group Companies/ Affiliates, Associates; Subsidiaries of the Company as may be desired by the Company.

02. COMPENSATION & OTHER BENEFITS:

Your compensation on total Cost to Company (CTC) basis, as mutually agreed, is detailed in Annexure-1 to this letter the composition of CTC will comprise of Base pay and Choice pay. The limitation for the base pay will be subject to the limitations prescribed. Remaining portion/value of the CTC shall be comprised in Choice Pay, the components of which are detailed in the Annexure-2. Company shall as per applicable regulations; statutes withhold/deduct taxes, cess and levies from CTC.

You may, at the sole discretion of the Company, become eligible to the employee stock option scheme of the Company, which discretion you accept, as and when announced or implemented by the company, subject to your fulfilling various criteria for the same.

The compensation details are strictly confidential between the Company and yourself and such confidentiality shall be maintained at all times.

03. PERFORMANCE LINKED INCENTIVE:

Your CTC includes amongst other elements, a variable pay which gives you a potential to earn upto 0.57 Lacs as Performance Linked Incentive. Such PLI shall be determined by the Performance Management System upon completion of one year of minimum employment in the Company and also upon your achieving the KRAs, assigned tasks, targets and performance deliverables. (Copy of the currently applicable PMS is being provided to you for your perusal and record.)

04. COMPENSATION & CAREER PROGRESSION:

Any increase in your CTC/compensation in future and future career growth prospects in the Company shall depend entirely on your efficiency, hard work, good conduct and due compliance of Company's policies and internal regulations. In no case increase in compensation or career progression can be asked, demanded or deemed granted based on passage of time or automatic as a matter of right.

05. PROBATION / CONFIRMATION:

You will be on probation for a period of 6 months effective from the date of your joining. The said period of probation may be extended or reduced at the sole discretion of the Management. During the period of probation, this employment contract is terminable on either side by giving one month' prior written notice or payment of only the Basic salary in lieu thereof. On completion of initial probation period of 6 months, you will be deemed to be confirmed in the services of the Company, unless otherwise intimated, in writing by the Company.

06. ON REACHING THE AGE OF SUPERANNUATION:

You will retire from the service of the company on attaining the superannuation age of 58 years, as recorded by the company based on the information given by you as per municipal/local body or Government records. Company however in its sole discretion decide to retain your services, but not as a permanent employee, after completion of your superannuation date.

07. TERMINATION:

- i. After the completion of the probation period, this employment contract can be terminated by either you or the Company by giving one month prior written notice or payment of Basic salary as stated in Annexure 1, in lieu thereof. However, in the event of your resignation, the Company in its sole discretion will have an option to accept the same and relieve you prior to completion of the stipulated notice period of 1 month, without any pay in lieu of the notice period.
- ii. Your services are liable to be terminated forthwith without any notice or salary or any compensation in lieu thereof for any of the following reasons:
 - a. Any act of misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, commission of an act involving moral turpitude, any act of indiscipline or inefficiency.
 - b. In case particulars mentioned in your application or unsubstantiated or discussions, papers submitted by you to the Company are found false or any certificates/testimonials or documentary evidences submitted by you are found to be false or incorrect and/ or that you have suppressed and/or withheld any information.
 - c. In case you have undertaken any direct/ indirect - full time or part time business or work whether for honorarium or remuneration, without prior written permission of the Company
 - d. If you have participated in any Elections of any kind without obtaining prior written permission from the Company.
 - e. If you have indulged in passage of Confidential Information of the Company, to any third party or otherwise, or have willfully and deliberately violated or have breached any policies or internal regulations and conduct guidelines of the Company

08. MEDICAL FITNESS & VERIFICATION OF PARTICULARS:

Your appointment & continuation in service of the Company is subject to your being declared and remaining medically fit by a Medical Officer or a Doctor specified by the Company. The Management has the right to get you medically examined by a **Registered** Medical Practitioner, during the period of your service. In case you are found medically unfit, company in its sole discretion terminate your services by giving you one month notice or Basic Salary in lieu thereof.

09. DUTIES AND OBLIGATIONS:

- a. You shall strive hard to promote the interest of the Company and shall not undertake any activity of any nature whatsoever which is, construed or deemed to be detrimental and prejudicial to the interest and goodwill of the Company.
- b. The Company expects you to work with a high standard of ethical practices, initiative, efficiencies, during your employment. You will perform, observe and confirm to such duties, directions and instructions assigned or communicated to you by the Company and those in authority over you.
- c. It is agreed and understood that in certain category of jobs and positions in the Company, including yours, Company makes or will make substantial investments and expenses to train employees with state of the art technology and global insight in various aspects of work to be undertaken by the employee which leads to a tremendous value addition to the profile of such employees. Accepting and recognizing such an investments and expenses incurred or to be incurred by the Company, such employees willfully agree to execute special non compete and a periodically binding agreement with the company. You may upon accepting such considerations chose to allow the company to make such investment upon your executing such an agreement.
- d. You agree to follow & comply with all the internal regulations, guidelines and policies of the company as may be framed due to business exigencies or otherwise. You also accept the obligation to be in full compliance of all statutory laws & regulations for & on behalf of the company as may be so expected or desired including the Cyber, IPR & other laws so as to not to in any manner prejudice the rights and interests of the Company.
- e. You will not, unless specifically authorized by your superior officer in writing, give any interview in any newspaper, magazine or write to press or media (print or electronic).
- f. You verily agree and confirm by accepting the offer of appointment that the Company's internal information and its various business and operational practices and details including but not limited to the details of Company's business processes, communications/emails, list and details of customers/ clients, technical know-how, financial records, commercial plans, business plans etc, which come into your knowledge or information are of a confidential/secret nature & you will always maintain the confidentiality of such information, details or processes. Divulging of any such information or details in part or in whole can cause irreparable loss and injury to the Company and you duly accept and respect the same. You hereby confirm and Acknowledge that fully appreciating the said confidentiality and sensitivities of such information, you will not directly or indirectly share or divulge to any third person during the period of your service and for a period of three years after cessation of your employment with the Company in written form or by word of mouth or otherwise.
- g. If you during the course of your employment make any discovery, invention, process or improvement, patentable or otherwise, the same shall be, as is being hereby accepted by you, will be deemed to have been so made by you for an on behalf of the company and such discovery, invention, process or improvement shall legally, and absolutely be considered to have been made by you for the Company and be the sole and absolute property of the Company. If and when required to do so by the Company, you shall at the Company's expense, take out or apply for Registration of Copy Right, Patent, Licenses or other intellectual property and other legal rights, privileges or protection as may be so required in respect of any such discovery, invention, process or improvement so that the beneficial ownership thereof shall always vest and deemed to vest, belong and accrue to the Company alone. You further agree that you shall execute and sign all instruments, acts, deeds and things, which may be required by us for registering, assigning, transferring or otherwise vesting the same and all beneficial ownership arising in respect thereof in favour of the Company, Group Companies, Affiliates, Subsidiaries & you hereby surrender all your rights in respect thereto by your own free will and choice.
- h. You will not enter into any commitments or dealings on behalf of the Company for which you have no express and/or written authority.

- i. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Company, which may be in your use, custody, care or charge. For any loss, damage or non return of any property of the company in your possession and care, the company will have a right, in its sole discretion, to either take steps to recover the said properties of the company by due process of law or recover the original value of all such materials from you. Company shall have a further and additional right to take such other action as it deems proper in the event of your failure to account for or return such material or property as would be entrusted to you during the course of your employment to you or on your direction.

10. POST-EMPLOYMENT OBLIGATIONS:

You by accepting this offer of employment and the terms stated herein do further agree that you will not join any person, firm or organization directly or indirectly in any manner whatsoever which has a business or operation directly or indirectly in competition with the operation and business of the Company within or outside India for a period of two years after the cessation of your employment with the company. You do further agree and admit that keeping the sensitivities involved in mind, Company will have a full right, apart from any other remedy that may be available to the Company under laws of the land, to seek ex parte injunction order against you and you will not object to the same, should the company seek to enforce such a right against you in the event of there being a breach or a possibility of a breach by you of this term.

11. GENERAL:

- a. You may be selected and sponsored by the Company for familiarization/ training assignments with our technical collaborators or any other institutions/ organizations in India and/or abroad. You will diligently and beneficially take part in the training and such assignments. The cost of such training including the travel fare and related expenses will be borne by the Company subject to any specific agreements which may be drawn up and executed by the Company and you for such purposes.
- b. Your age mentioned in the Matriculation / Higher Secondary Certificate will be deemed to be the conclusive proof of your date of birth.
- c. You will intimate in writing to the Management any change of address within a week from change of the same, failing which any communication sent by us to you, on your last recorded address / address as indicated above, shall be deemed to have been served upon you.
- d. The present designation is subject to change depending upon work assignment from time to time.
- e. Please submit the following documents, if not submitted earlier;
 1. Certificates in support of your educational professional qualifications, experience, date of birth and other testimonials in original together with copies thereof.
 2. Three copies of your recent passport size photographs preferably colour.
 3. Relieving letter from your last employer in case you are/were employed.
 4. Copy of PAN Card.

You are requested to send us your acceptance within 15 days of date of issue of this offer letter after which this offer letter will lapse.

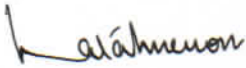
Acceptance letter and all future correspondence should be addressed to:

**Ground Floor, Wing 3,
C Block**

Please note that this letter of appointment shall automatically stand withdrawn in case we do not receive your acknowledgement and acceptance within fifteen days from issue of this letter.

We look forward to your joining our team for a long, successful and pleasant association.

Sincerely yours,
For **Reliance Tech Services PVT. Ltd.**



AUTHORISED SIGNATORY

ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood the above terms and conditions and hereby accept the same. I would join on _____

SIGNATURE: _____

NAME: Srikanth Popuri

DATE: _____

(Annexure - 1)

COMPENSATION AND BENEFIT STRUCTURE

NAME : Srikanth Popuri
ROLE : OPERATION ENGINEER
DESIGNATION : DEPUTY MANAGER
LOCATION : DAKC
Level : L3

1.0	Break up of CTC	Annualized
1.1	*Fixed Pay	Rs.380,000
1.2	Variable Pay (@ 15% of Fixed pay)	Rs.57,000
	CTC	Rs.437,000
2.0	*Break up of Fixed Pay	Annualized
2.1	Base Pay (40% of fixed pay)	Rs.152,000.00
	2.1.1 Basic Salary	Rs.130,126
	2.1.2 Provident Fund Gratuity	Rs.15,615 Rs.6,259
2.2	Choice Pay (60% of fixed pay)	Rs.228,000.00

Katāhmunon

(Can be exercised as per details in annexure-2)

(Annexure - 2)
Choice Pay Options

Options Available	Monthly Cap (Rs.)	Annual Cap (Rs.)
1.0 Company Leased House		
1.1 Lease rental		
1.1.1 For Company owned property	As per Company policy (currently Rs.11.0/sq.ft.)	
1.1.2 For leased property	On actual (Subject to the limit as defined in point 7.0)	
1.2 Security Deposit: Limit	L1 (4BHK: 3 lakh, 3BHK:1.5 lakh) L2/L3 (3BHK: 1.2L, 2BHK: 1L) L3 (1 BHK: 0.8L) No Deposit for self leased House	
1.3 Interest on Security deposit	Charged to CTC @ 12%/annum	
1.4 Brokerage	One time Charge to CTC at actuals	
2.0 Company Leased Car		
2.1 Capital Costs	Lease amount divided over 04 years @ Rs. 2307/lac/month.	
2.2 Running cost-Fuel & Maint. (Car upto 1000 cc)	9,250	111,000
2.3 Running cost-Maintenance (Car more than1000 cc)	12,500	150,000
3.0 Children Education Allowance (@ Rs. 1200 per child per annum upto 2 children)	200	2400
4.0 LTA	Two Months Basic Salary	
5.0 Medical Allowance	1250	15000
6.0 Conveyance Allowance (If not Using Company leased Car)	800	9600
7.0 House Rent Allowance	(Maximum of 50% of Basic salary)	
8.0 Food Coupons (Sodexho Pass)	1,300	15,600
9.0 Gift Coupons (Sodexho Pass)	417	5000
10.0 Superannuation	Maximum of 15% of the Basic Salary	
11.0 Advanced Bonus (Mandatorily incorporated @20% of actual Basic subject to a maximum Basic of Rs. 3500/- p.m. for all those employees whose Basic is less than Rs.10000/-p.m.)	0	0
12.0 Special Personal Allowance	Balancing figure	

(Annexure - 3)
PERFORMANCE MANAGEMENT SYSTEM

1.0 Objective:

- 1.1 To have a Compensation and Reward structure that is directly aligned to organization goals and business plan.
- 1.2 "Performance Linked Incentive (PLI)" is one of the means to achieve the above objective in a highly dynamic and changing company and market scenario, particularly in the Indian telecom space.

2.0 Scope:

- 2.1 This system applies to all circles / units including the National Head Office(DAKC) of Reliance Tech Services Pvt. Ltd..
- 2.2 It covers all employees on the rolls of the company coming under the eligibility as defined in PMS document. Employees who have joined organization till September 30th, of previous year are eligible for annual performance review and reward associated with it.

3.0 Salient Features:

- 3.1 **Components of Performance Measurement:** Combination of:
 - 3.1.1 Key Business performance outcome
 - 3.1.2 Business Performance Drivers

4.0 Computation basis of Performance Reward:

- 4.1 Overall Company performance.
- 4.2 Performance of Business/SBU.
- 4.3 Individual Performance (Determined from appraisal rating employee).

5.0 Structuring of PLI Reward

5.1 Circle Employee

Parameter	L1	L2	L3	L4
Overall Business Performance	10%	10%	5%	5%
Circle Business Performance	45%	45%	20%	10%
Individual Performance	45%	45%	75%	85%

5.2 HO Employees-Business

Parameter	L1	L2	L3	L4
Company Performance	10%	10%	5%	5%
Business Performance	45%	45%	20%	10%
Individual Performance	45%	45%	75%	85%

5.3 Corporate Employee

Parameter	L1	L2	L3	L4
Company Performance	60%	40%	20%	10%
Individual Performance	40%	60%	80%	90%

6.0 General:

6.1 The Management may take a view, at its sole discretion, for part / whole payment to the employees on rolls of the company on date of announcement in case they are not eligible for payment under this scheme, due to any reason.

6.1.1 Employees who resign from organisation till the PLI payment, will not be eligible for any payout.

6.1.2 All Tax liabilities arising out of the above payout will be borne by the employees as per statutory provisions.

6.1.3 The Management reserves the right to alter, modify or change this scheme at any point of time at its sole discretion.