



## WELCOME TO WIPRO

19 March, 2024

Dear Annu Rathi,

Resume ID - **28104638**

Welcome to Wipro Limited and congratulations on your appointment as **Associate**.

For us at Wipro, success is the outcome of choice and expectations, more than a matter of circumstances, and we are delighted that you have chosen us. Your terms of appointment are explained in detail below. Please go through and confirm your acceptance by clicking on "I accept" button on the portal.

Best regards,  
For Wipro Limited.

A handwritten signature in black ink, appearing to read "Rajeev", written over a horizontal line.

Rajeev Menon  
Vice President Talent Acquisition

Dilip NAIR at [dilip.nair4@wipro.com](mailto:dilip.nair4@wipro.com).



A handwritten signature in green ink, written over a horizontal line.

PRINCIPAL

INTERNATIONAL SCHOOL OF MANAGEMENT EXCELLENCE  
Sy. No.88, Chembanahalli, Near Dommasanadra Circle,  
Serjapur Road, Bangalore 562 125 INDIA

19 March, 2024

Annu Rathi

209, Sector 22A  
Gurugram  
122015  
Haryana  
India

Dear **Annu Rathi**,

We are pleased to offer you a position in Wipro Limited (the "**Company**") on the following terms and conditions:

## 1. APPOINTMENT AND REPORTING

1.1. Designation **Associate**

1.2. SMU/GBL WIPRO ENTERPRISE FUTURING - DOP-Insurance

1.3. SMU/GBL-Sector/Practice **Europe - UK&Ireland**

1.4. Band **AA**

1.5. Date of Joining **20 March, 2024**

1.6. Reporting Manager **Satish KUMAR satish.kumar@wipro.com** , or such other person as Company may decide at its sole discretion from time to time.

1.7. Location **Gurugram**

## 2. WITHDRAWAL/LAPSE OF THE OFFER

2.1 This offer of appointment is conditional and will be automatically withdrawn, lapse or stand terminated if:

2.1.1 You do not commence employment on the Date of Joining above or any alternative date communicated by the Company to you.

2.1.2 Any information provided by you is found to be incorrect or misrepresented or has been concealed.

2.1.3 Any documents furnished by you are found to be inaccurate, false or fabricated.

2.1.4 Any adverse finding emerges from your background verification conducted at any time by the Company.

  
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2.1.5 You are found lacking the technical or other qualification or skills required to effectively perform your role.

2.1.6 You fail to meet the medical (physical or mental) fitness required for the role. The Company reserves the right to require medical examinations as deemed necessary.

### 3. COMPENSATION AND TAXES:

3.1. Your compensation is as detailed in the salary offer sheet provided in **Annexure I**.

3.2. You are entitled to the certain benefits as on the date of joining in accordance with the policies and programs of the Company which are applicable to you based on your role, department, location, and band. These programs and policies may be amended from time to time, at Company's sole discretion.

3.3. Increments and bonus/variable/incentive pay are contingent upon your performance and the Company's financial results.

3.4. You are solely responsible for paying any taxes, direct or indirect, federal/central, state or local, whether payable in India or elsewhere, on your compensation and benefits (including if applicable any Stock Options or Restricted Stock Units issued to you under Company plans). The Company shall deduct applicable withholding taxes.

3.5. Your retirement age in the company is 58 years unless extended in writing by the Company.

### 4. INITIAL POSTING AND TRANSFER

4.1. Your initial place of posting shall be as provided in Section 1. You acknowledge and agree that due to the nature of your role and the nature of business of the Company and the industry, you may be transferred /deputed to another location anywhere in your home country or in any other country and/or from one department to another and/or to client locations and/or to any other legal entity including to any of Company's affiliates, associates, group companies and/or entities in which the Company may be having any interest, whether existing or which may be set up in future.

4.2. Upon transfer/deputation, your employment will be governed by the terms and conditions of service applicable to the new location/department/entity including compensation, working hours, holidays, leave and benefit and other applicable policies.

4.3. The Company operates 24x7 to support global customers and you may be required to work in varying shifts, including night shifts.

4.4. Additional duties may be assigned to you as per business requirements.

4.5. You will be subject to the Company's Bench and Flexible Work Policies if applicable to you.

Signed by Annu Rathi | annurathi52@gmail.com | 19-03-2024 12:34 PM IST | 103.95.82.229 Bangalore

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## 5. EMPLOYEE OBLIGATIONS

5.1. You are expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results commensurate with your role and the goals set by your reporting manager.

5.2. You shall not engage in activities (whether directly or indirectly) that have or will have an adverse impact on the reputation / image and business of the Company.

5.3. You will not engage in an outside activity, including but not limited to outside employment, if – (a) the activity interferes with your ability to fulfil your responsibilities to the Company; or (b) the activity violates the Company's conflict of interest policy; or (c) the activity is for or related to a competitor of the Company. Before beginning any outside employment or engaging in outside activity which may result in a potential conflict of interest, you shall obtain advance written approval from your HR manager. You are required to sign the conflict of interest declaration as set out in **Annexure II**.

5.4. You are obliged to familiarize yourself with and adhere to all Company policies including but not limited to the Code of Business Conduct, policies relating to conflict of interest, anti-bribery, gifts and business courtesies, data privacy and data protection, information security, ombuds grievance policy and employee handbook relating to dress code, workplace behaviour, attendance, etc. (together the "Policies") as they form an integral part of the terms of your employment with the Company.

5.5. You are required to complete within the timelines prescribed, mandatory trainings as required by the Company from time to time.

## 6. EMPLOYEE REPRESENTATIONS

6.1 You represent to the Company that:


6.1.1 All information provided in your application and to the Company is accurate and will remain so.

6.1.2 You possess the necessary qualifications and skill to perform your duties.

6.1.3. You were not a Government Official in the last 12 months before joining or have declared any such status (whether yourself or through your recruiter) to the Company.

*"Government Officials" means any officer or employee of a government or any department, agency, or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for, or on behalf of any such public international organization.*

6.1.4 You are not engaged in any outside activities that conflict with your employment with the Company.

  
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6.1.5 You are not bound by any non-compete or other restrictive agreements that would prevent you from working without limitation for the Company.

## 7. CONFIDENTIALITY, AND NON-SOLICITATION OBLIGATIONS

### 7.1 CONFIDENTIAL INFORMATION:

7.1.1 The Company has and will develop, compile and own certain proprietary techniques and Confidential Information that have great value in its business. Confidential Information includes not only information disclosed by the Company but also information developed or learned by you during the course of your employment with the Company. You acknowledge that the unauthorized use or disclosure of Confidential Information would be detrimental to the interests of the Company, whether or not such information is identified as Confidential Information by the Company and are to be kept in strictest confidence.

*"Confidential Information" shall mean and include without limitation "All information concerning databases, source code, object code, assemblers, generators, compilers, subroutine libraries and other computer programs, products, processes, formulas, trade secrets, innovations, inventions, discoveries, improvements, techniques, research or development and test results, specifications, data, know-how formats, marketing plans, business plans, strategies, forecasts, unpublished financial statement, budgets, projections, and customer and supplier identities, characteristics and agreements."*

7.1.2 You agree that at all times during or subsequent to your employment, you will hold in trust, keep confidential, not disclose to any third party, or make any unauthorized use of the Company's Confidential Information.

7.1.3 You further agree not to cause the transmission, removal or transport of Confidential Information from the Company's places or business or such other place of business specified by the Company, without prior written approval of the Company or such other authorized agent of the Company as designated in writing by the Company.

7.1.4 You shall not to use or disclose any Confidential Information, including trade secrets, proprietary information, copyright, trademark of any former employer or other person with whom you have an obligation of confidentiality. You shall not bring into the Company any pre-existing intellectual property of your past employer(s) or competitor(s) or any other third party(s) and use them in creation of work product for the Company.

7.1.5 You acknowledge that you will receive highly Confidential Information along with trade secrets as a result of your employment and that the Company has a legitimate business interest in preventing intentional or inadvertent disclosure of such information in a manner that would create competitive disadvantages. Beyond that, you acknowledge that, you will receive considerable compensation and access to knowledge, information and training, which is an investment the Company has a legitimate interest in protecting. Accordingly, you agree as follows: Where enforceable by local law, during the period of employment and for a period of twelve (12) months after separation of your employment from the Company, you shall not accept any direct or indirect offer of employment or engagement in the same or similar role you held at the Company (including geographic responsibilities) from a

Signed by Annu Rathi | annurathi52@gmail.com | 19-09-2020 12:44 PM IST | 103.95.82.229

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Customer with whom you have interacted or worked in a professional capacity representing the Company during the twelve (12) months preceding the date of separation.

7.1.6 You understand that this Section is not meant to prevent you from earning a living or fostering your career and only to prevent you from gaining any unfair advantage from your knowledge of Confidential Information and proprietary information of the Company.

## 7.2 NON-SOLICITATION:

7.2.1 During your employment and for a period of twelve (12) months following the termination of your employment, you shall not, either directly or indirectly, solicit or encourage any current or Former Company Employee to terminate his or her employment with the Company. Nor shall you, either directly or indirectly, engage, hire, or retain any current or Former Company Employee to perform services of any type that the Company can render.

*"Former Company Employee" means an individual who has left the Company within a span of 180 days.*

7.2.2 Because the Company has expended considerable resources to build goodwill with its clients and customers, during your employment and for a period of twelve (12) months following the termination of your employment, you shall not contact, or cause to be contacted, directly or indirectly, or engage in any form of oral, verbal, written, recorded, transcribed, or electronic communication with any Customer with whom you have interacted (or had substantive exposure to) during the preceding twelve (12) months prior to the end of your employment with the Company for the purposes of conducting business that is competitive or similar to that of the Company, for the purposes of providing services that are the same or similar to those you provided while employed by the Company, or for the purpose of disadvantaging the Company's business in any way.

7.2.3 You acknowledge and agree that the Customers did not use or inquire of the Company's services solely as a result of your efforts, and that the efforts of other company personnel and resources are responsible for the Company's relationship with the Customers. You further acknowledge and agree that the identity of the Customers is not readily ascertainable or discoverable through public sources, and that the Company's list of its customers was cultivated with great effort and secured through the expenditure of considerable time and money by the Company.

7.2.4 For the purposes of Section 7, *"Customer" shall mean all persons or entities that have used or inquired of the Company's services at any time during the one-year period preceding the termination your employment with the Company.*

## 7.3 CONSENT:

7.3.1 Upon termination of your employment with the Company, you hereby grant consent to notification by the Company to your new employer about your obligations under these terms and conditions. Additionally, you agree that if you receive an offer of employment from a

  
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competitor of the Company during your employment with the Company or within 12 months of your last day with the Company, you will inform the Company immediately.

#### 7.4 RELIEF AND ONGOING OBLIGATIONS:

7.4.1 Your obligations under this Section 7 shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).

7.4.2 You agree that violation of any terms under Sections 7 will cause irreparable harm to the Company in the event of violation of these sections, you shall, without prejudice to any other claim the Company may have under separate contracts with you, you agree to pay the Company such sums as would be equivalent to your gross remuneration earned by you during the last six (6) months of service with the Company to offset the immediate costs associated with your violation of this Agreement.

7.4.3 You also understand that the Company may, at its discretion, proceed against you for injunctive or other suitable reliefs to prevent or cure any breach or threatened breach thereof, but no action for any such relief shall be deemed to waive the right of the Company to an action for damages.

#### 8. ASSIGNMENT OF INTELLECTUAL PROPERTY

8.1. In connection with your employment and during the term of your employment, Intellectual Property which conceptualization, creation, development or conceived by you solely or jointly with others (whether or not during business hours) that is related to the Company's business or that results from work that you perform for the Company or using the Company's equipment, supplies and facilities, shall be deemed the exclusive property of the Company.

*"Intellectual Property" includes all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials).*

#### 9. PERSONAL INFORMATION

9.1. In order for the Company to fulfil one or more of its obligations, Company may process various categories of general Persona Data or any other relevant information that Company may require for the duration of the employment or contractual relationship. The Company may require to collect, use, share, transfer, disseminate or disclose your Personal data with other employees, affiliates, associates, subsidiaries, agents, vendors and/or for external purpose with any third party or any other person/partner, client, customer or authorized government agency, for a legitimate purpose. You explicitly give your consent to the Company as set out in **Annexure III** to share your Personal Data for a legitimate and required purpose.

#### 10. TERMINATION

  
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10.1. Either the Company or you may terminate your employment at any time, without requiring or assigning any reasons, by providing written notice, if applicable or submission of resignation in Company system per the terms in **Annexure I** or salary in lieu thereof. However, considering that during the course of your employment with the Company, you shall be privy to or shall otherwise have access to Confidential Information of the Company, or you may be or needed to be engaged in a project that needs to be completed or for other business requirements, in the event, you choose to terminate your employment with the Company, the Company shall have the right to:

10.1.1. refuse acceptance of salary in lieu of notice period; and require you to continue to serve the Company during the notice period or any part thereof, or

10.1.2. for the duration of the notice period or any part thereof, require that you do not perform any official duties or attend office and return all assets provided by the Company ("Garden Leave"), provided however that during such Garden Leave, you shall not take up employment or any other engagement (including as a consultant or advisor), whether on a full time or part time basis, with any other person or entity.

10.2. Your employment shall stand terminated forthwith without any notice in the event of the following:

10.2.1 if you do not join on your Date of Joining or any date communicated by the Company without reasonable cause which is approved in writing;

10.2.2 you are in breach of your representations and obligations under the terms of your employment or of any of the Company Policies;

10.2.3 if you are held guilty of any offence involving fraud, misconduct, gross negligence, moral turpitude; or

10.2.4 if you are found to be in breach of the code of conduct of the Company; or

10.2.5 If you disagree or refuse transfer or deputation under Section 4.1; or

10.2.6 If you fail or are unable to perform your duties for an extended period of time without reasonable cause approved by the Company in writing.

10.3. Upon termination of your employment, you (or your legal heirs, as the case may be) will complete the exit formalities and shall:

10.3.1 immediately return to the Company all Company provided assets (laptops, accessories, mobile phones etc), documents, manuals, documented Confidential Information (without making any copies thereof and/ or extracts therefrom), kits, access cards, credit cards and other property belonging to the Company that may be entrusted to and/ or placed in your possession by virtue of and/ or during the course of your employment with the Company.

  
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10.3.2. immediately deliver to the Company all notes, analyses, summaries and working papers relating thereto.

10.3.3. ensure all your outgoing/ pending activities are successfully completed and properly handed over to the satisfaction of your reporting manager.

10.3.4 ensure all your outstanding dues that you owe to the Company are paid in full.

10.4. If you fail to comply with your obligations in 10.3 above, where lawful, the Company reserves the right to withhold your full and final settlement (except for statutory dues) until you (or your legal heirs) have fulfilled the exit formalities and also recover from your final settlement (including gratuity) all outstanding dues that you owe to the Company and any loss or damage caused to the Company due to your non-payment.

10.5. In case of breach (or potential breach) of your obligations, the Company may also suspend your employment (with or without pay) at its discretion.

## 11. MISCELLANEOUS PROVISIONS

11.1. Notice. Notices and all other communications shall be in writing and shall be deemed to have been duly given when (i) personally delivered to you or (ii) when mailed by registered mail, return receipt requested and postage prepaid or (iii) emailed to your work or personal email address on record with the Company. In the case of the Company, mailed notices shall be addressed to CHRO.

11.2. Modifications and Waivers. No provision of this offer shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by both parties. No waiver by either party of any breach of, or of compliance with, any condition or provision of this offer by the other party shall be considered a waiver of any shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

11.3. Severability. If any provision herein becomes or is deemed invalid, illegal or unenforceable under applicable law, by reason of the scope, extent or duration of its coverage, then such provision shall be deemed amended to the extent necessary to conform to applicable law so as to be valid and enforceable or, if such provision cannot be so amended without materially altering the intention of the parties, then such provision shall be stricken and the remainder of this Agreement shall continue in full force and effect.

11.4. No Assignment. This offer and employment is personal to you and may not be transferred or assigned by you at any time. The Company may assign its rights and this agreement to any entity that assumes the Company's obligations hereunder in connection with any sale or transfer of the Company's assets to such entity.

11.5. These terms and conditions supersede all prior letters, agreements, offers, commitments and understandings, oral, written and implied, between you and the Company with respect to the subject matter hereof or previous job opportunities or offers with the Company. All such prior letters, agreements, offers and understandings are hereby

Signed by Annu Rathi | annurathi52@gmail.com

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terminated and deemed to be of no further force or effect without any liability to the Company.

11.6. The below sections will survive termination of this Agreement (including Appendix) and continue in full force and effect:

- (i) Confidentiality & Non-Solicitation (Section 7)
- (ii) Assignment of Intellectual Property (Section 8)
- (iii) Personal and Sensitive Personal Information (Section 9)

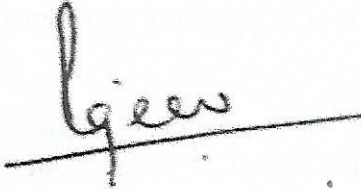
## 12. GOVERNING LAW AND JURISDICTION

12.1. If you have any grievances or concerns during the term of your employment, you may raise them under the Company processes and policies for resolution.

12.2. This offer of appointment and your employment shall be governed and construed in accordance with the laws of India. It is agreed that any dispute of whatsoever nature between you and the Company will be subject to exclusive jurisdiction of courts of Bengaluru.

As a token of your acceptance of the terms and conditions of employment offered, please accept the offer online by clicking the Accept Button.

Yours faithfully,  
Wipro Limited.



**Rajeev Menon**  
Vice President Talent Acquisition

I have gone through the aforesaid terms and conditions of my appointment and have fully understood the same. I hereby accept the above appointment on the terms and conditions stated herein above.

**Date:** E-Signature Date

**Name:** Annu Rathi



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**ANNEXURE - I**  
**SALARY OFFER SHEET**

**Name: Annu Rathi**

**Location: IN-HR-Gurugram**

**Position: Associate**

**Band: AA**

**Career Stream: Project Stream**

**Rs. 350000**

Your compensation is as detailed below, subject to withholding taxes.

Components	Figures (in INR PER ANNUM)
BASIC SALARY	140000
HOUSE RENT ALLOWANCE (if availed)	70000
BONUS (estimated but paid as per Company policy)	28000
WIPRO BENEFITS PLAN as per Company policy	83666
PROVIDENT FUND (EMPLOYER CONTRIBUTION) on Basic Salary or as per applicable law	21600
GRATUITY as per applicable law	6734
<b>TARGET COST TO COMPANY (PER ANNUM)</b>	<b>350000</b>

Please note that your compensation is personal to you and you are requested not to share details of the same with others.

Please note that the above stack is applicable for all Indian passport holders. In case you are non-Indian passport holder, request you to immediately declare the same to the hiring team. The hiring team will accordingly issue the offer letter guided by the International Worker rules.

**NOTICE PERIOD APPLICABLE UNDER SECTION 10: 2 months**

Above stack is subject to changes per terms in your offer.



A handwritten signature in green ink, appearing to read "Annu Rathi".

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## ANNEXURE-II

*A conflict of interest occurs when your (or those of your family and friend's) interests (whether on the job or in your free time) are conflicting with or have the potential to conflict with Company's interests or can affect your ability to make objective decisions for the Company or can harm Company's reputation.*

### DECLARATION ON CONFLICT OF INTEREST

I have no actual, potential or perceived conflict of interest in relation to my employment with Wipro Limited/OR I have declared all actual, potential or perceived conflict of interest in relation to my employment with Wipro Limited to the recruiter and to the Company.

I do not have any other Employment or assignments (even if part-time) (i) which require use of skills similar to those I will use for the Company, or (ii) for Company vendors and customers or (iii) where there is a risk that the outside activity may cause me to disclose Company's confidential or proprietary information or trade secrets.

I will not be directly reporting to my relatives or close friends.

I do not have financial transactions with other Company employees, contractors, customers or vendors which may impair/affect my ability to make objective decisions on behalf of the Company.

In case any conflict of interest arises during my employment with the Company, I will proactively inform my HR manager and seek their consent.

**Name: Annu Rathi**

**Signature: E-Signature Signature**

**Date: E-Signature Date**



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## ANNEXURE – III

### Wipro Limited Candidate Privacy Notice

I **Annu Rathi**, confirm that I am voluntarily sharing my Personal Data with Wipro Limited (the "Company"). This Privacy Notice ("Notice"), is prepared in accordance with the applicable Privacy regulations like Digital Personal Data Protection Act explaining the processing of your Personal Data for the following purposes such as including but not limited to:

**Talent Acquisition and Onboarding** - Determining candidates'/applicant's eligibility for employment such as background verification checks and Diversity & Inclusiveness (D&I) etc.,

**Compensation and Benefits** - Administering pay and employee rewards programs, including incentives, benefits and pay-outs, claims.

**HR Services** - Conducting performance reviews and appraisal evaluation, training.

**General Employee Administration** - Processing, recording, maintenance and reporting of compliance to Wipro Code of Conduct, leave management, exit management, enabling general IT systems usage, workplace monitoring.

**Management and Operation of Wipro business** - Strategic planning and operational restructuring analysis including mergers and acquisitions with Wipro legal entities or external organizations, Employee Transfer and Travel Management, Providing a safe working environment and Audit purposes.

In this context, I also agree to the retention of my Personal Data by the Company for any future reference/verification and authorize Company to transfer the same to Company's clients, customers or any third party for legitimate purpose. I understand that "Personal Data" shall mean data, whether true or not, about an individual who can be identified from that data, or from that data and other information to which the Company has or is likely to have access including but not limited to name, e-mail ID, contact information, passport details, bank account details etc.

You may have several rights in relation to your Personal Data, to exercise these rights or for more information about your rights, please submit your requests to the Wipro's Data Privacy Office via [data.privacy@wipro.com](mailto:data.privacy@wipro.com).

We implement and maintain appropriate technical, organizational, and physical security measures to protect your Personal Data.

For more details about how your Personal Data has been processed, please refer to the Privacy Notice available on company's website.



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Regarding circumstances that require my separate or written consent as required under applicable law, I hereby acknowledge this privacy notice and have given all sufficient separate and/or written consent as applicable under relevant laws and regulations.

I explicitly consent to the transfer of my Personal Data to the entrusted third parties and to locations outside of country (where applicable) and processing of my Personal Data as explained in the above sections of the privacy notice.

**Date:** E-Signature Date

**Signature:** E-Signature Signature

**Place:** Gurugram



A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke.

A handwritten signature in green ink, appearing to read "Annu Rath" with a stylized flourish.

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Request No : 0000600484

Date : April 05, 2024

**TO WHOM IT MAY CONCERN**

This is to certify that Annu Rathi (Emp No.20517237) Associate, is an employee of Wipro Limited since March 20, 2024.

This certificate is issued as per the employee request.

For verification of this letter you can get in touch with [referenceletters.wividus@wipro.com](mailto:referenceletters.wividus@wipro.com)

**For WIPRO LIMITED**

**Tanmay Agarwal**  
**VP & Head Global People Operations**

  
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**'This is a system generated letter and hence does not require a seal or physical signature.'**

**Registered Office**

**Wipro Limited**  
Doddakannelli,  
Sarjapur Road,  
Bengaluru, 560 035,  
India

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