



## SUNDARAM INDUSTRIES LIMITED

RUBBER FACTORY, POST BOX No. 6  
Usilampatti Road, Kochadai, Madurai-625 016.

Ref: RF:PL:A: 985

2nd December 1996

Sri P Ramachandran  
S/o Sri M Palanivel  
Balasamudram P.O.  
Palani T K  
Pin : 624 610

Ref: Our Provisional Offer RF:PL:926 DT.25.11.96  
and your letter dt.5.12.96.

\*\*\*\*\*

You are taken as a Trainee on the following terms and conditions with effect from 5th December 1996 :

1. Your training period is fixed tentatively as TWO YEARS which may be extended at the discretion of the MANAGEMENT.
2. Your training is liable to be terminated at any time by the Management without notice and/or without assigning any reasons.
3. During the period of training, you will be paid Rs.1,200/- (Rupees One thousand two hundred only) per month as Stipend.
4. You shall undergo training in Sundaram Industries Limited, Rubber Factory, at present; and you may be permitted to undergo training in other Section/Sections/Place also at the discretion of the Management.
5. As a trainee, you will not be entitled to any other benefits/allowances/privileges as available to regular employees in the organisation.
6. This letter cannot be construed as a commitment or guarantee that you would be absorbed in our company's services on satisfactory completion of your training.
7. Your aptitude and performance with regard to the job and your behaviour both inside and outside the company will be closely observed and monitored.
8. You shall not apply for any other job outside without prior written permission from the Management.

4

..2.



## SUNDARAM INDUSTRIES LIMITED

RUBBER FACTORY, POST BOX No. 6  
Usilampatti Road, Kochadai, Madurai-625 016.

- 2 -

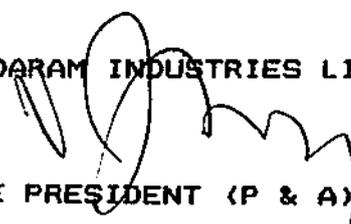
9. You shall not be entitled to terminate or reduce the period of training and in case you choose to do so, you are liable to refund all payments made to you in the form of stipend besides a sum of Rs.2,000/- towards the compensation expenses incurred on your training by the Management.

10. If and when any information furnished by you in your application regarding your qualification, previous experience, employment, etc. is found to be incorrect you will be liable for dismissal or such further action as is deemed fit.

11. The continuance of your training will also be subject to your remaining medically fit. You may also be required at any time during your engagement to appear before a medical officer specified by the company for Medical Examination.

12. You are expected to strictly adhere to the rules and regulations and Standing Orders of the company.

For SUNDARAM INDUSTRIES LIMITED



VICE PRESIDENT (P & A)

I agree to the terms and conditions stated in this Order and accept the same.



Signature of applicant.

cc:Accounts/personal file

kn/rr-

Phone : 601531 (4 Lines)  
Grams : 'SIRUBBER'



Telex : 0445-226 SIRF-IN  
Fax : (0091-0452) 601240

## SUNDARAM INDUSTRIES LIMITED

RUBBER FACTORY, POST BOX No. 6  
Usilampatti Road, Kochadai, Madurai-625 016.

Ref:RF/PL/926

25th November 1996

Sri P Ramachandran  
S/o Sri M Palanivel  
Balasamudram P.O.  
Palani T K  
Pin: 624 610

### PROVISIONAL OFFER

Further to the interview you had with us on 23.08.96, we wish to inform you that you have been provisionally selected to undergo training on the following tentative terms:

1. You will undergo training for a period of Two Years from the date of your joining which may be further extended at the discretion of the management.
2. Your training period is liable to be terminated at any time by the Management without notice and / or without assigning any reasons.
3. You will be paid Rs.1,200/- per month as stipend during the training period.
4. As a trainee, you will not be entitled to any other benefits/allowances/privileges as available to regular employees in the organisation.
5. You will not be entitled to terminate or reduce the period of training and in case you choose to do so, you are liable to refund all payments made to you in the form of stipend besides a sum of Rs.2,000/- towards the compensation expenses incurred on your training by the Management.
6. The offer will be subject to your being declared medically, physically and mentally fit by our Medical Officer. The continuance of your engagement will also be subject to your remaining medically fit. You may also be required at any time during your engagement to appear before a Medical Officer specified by the company for Medical Examination.
7. A regular order stating the terms and conditions of your training will be given to you at the time of your joining.

Please signify acceptance of this offer letter within 10 days from the date of receipt of this offer letter by returning the copy of the letter duly signed, failing which the offer stands withdrawn.

Wish you all success.

For SUNDARAM INDUSTRIES LIMITED

VICE PRESIDENT (P&A)

rm/nr (Registered Office : TVS BUILDING, WEST VELI STREET, MADURAI - 625 001.)

I will report for  
training on 5/12/96  
by P. Ramachandran

## SUNDARAM INDUSTRIES LIMITED

Rubber Factory : Post Box No.6, Usilampatti Road,  
Kochadai, Madurai - 625 016, India.  
Ph : 91-452-601531. Fax : 91-452-601240.  
Telex : 0445 - 226 SIRF - IN.

Ref:RF:PL:As 769

1st December 1998

Sri P Ramachandran  
S/o Sri M Palanivel  
Balasamudram P.O.  
Palani T K  
Pin : 624 610

Ref: Your application for appointment.

You are taken as a JUNIOR EXECUTIVE (PROBATION) on the following terms and conditions with effect from 1st December 1998 :

1. You will be on probation for a period of SIX MONTHS which may be extended at the discretion of the Management.
2. You will be paid a consolidated salary of Rs.1,600/- (Rupees One thousand six hundred only) per month.
3. Your services can be terminated at any time during the probationary period or relieved on completion of the probationary period without notice, without assigning any reason and without payment of any compensation.
4. You may be considered for confirmation on satisfactory completion of the probationary period, if a permanent vacancy exists.
5. If confirmed, you will be retired from service on your completion of 55 years of age or 30 years of service in our company which occurs earlier, unless the Management at its own discretion for special reasons permits you to continue thereafter.
6. You will be subject to the rules and regulations of the company and the service conditions as are in force at present or as may be introduced or amended or extended or rescinded from time to time.
7. If confirmed, the cessation of service can be by either side giving three months notice in writing to the other or in lieu of notice by payment of three months salary by the company or by payment of three months salary as damages by the employee.

lh

..2..

**TVS**  **RUBBER**

**SUNDARAM INDUSTRIES LIMITED**

Rubber Factory : Post Box No. 6, Usilampatti Road,  
Kochadai, Madurai - 625 016. India.  
Ph : 91-452-601531. Fax : 91-452-601240.  
Telex : 0 4 4 5 - 2 2 6 S I R F - I N .

..2..

8. We would like you to devote your full attention to the company service and not engage yourself in any outside work over and above your legitimate work in the company. We fervently hope that you will not divulge any information which can be detrimental to the interest of the company.

9. The company reserves its right to transfer you from one place to another depending upon the organisational exigencies and reserves its right also to depute your services to such other group/sister companies as it deems fit.

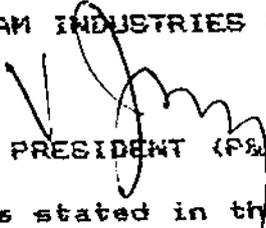
10. You shall not apply for any other job outside without prior written permission from the Management.

11. If and when information furnished by you in your application regarding your qualification, previous experience, employment, etc. are found to be incorrect or not true, you will be liable for termination or such other action as the employer deems fit.

12. To facilitate the Company operations if the Management sends you for specialised Training Programmes / Workshop / Seminar in INDIA or ABOARD and Exhibition / Fair / Plant Visit / Customer Interaction Trips / Vendor Development Trips/Machinery Evaluation Inspection Tours and / or for anyother purpose ABOARD, you will be called upon to execute a Bond to serve the Company for a specified period of service thereafter. The Company reserves its right to assign the right to insist on an employment as per the terms of the Bond to such Group Companies to whom your services may be lent or deputed.

13. The continuance of appointment will also be subject to your remaining medically fit. You may be required at any time during your service to appear before a Medical Officer specified by the Company for Medical Examination.

For SUNDARAM INDUSTRIES LIMITED

  
VICE PRESIDENT (P&A)

*Df*  
*Smg.*  
I agree with the terms and conditions stated in the order and accept the appointment.

Signature

**TVS RUBBER**  
Central Marketing Office : V Floor, 14, Whites Road, Chennai - 600 014.  
kn/rr

Registered Office : TVS Building, West Veli Street, Madurai - 625 001.  
Central Marketing Office : V Floor, 14, Whites Road, Chennai - 600 014.

**SUNDARAM INDUSTRIES LIMITED**

Rubber Factory : Post Box No. 6, Usilampatti Road,  
Kochadai, Madurai - 625 016. India.  
Ph : 91-452-601531. Fax : 91-452-601240.

Ref:RF:PL:D: *Cont:61*

May 31, 1999

Sri P Ramachandran  
Junior Executive (Probation)

// OFFICE ORDER //

Ref: This Office Order SIRF:HRD:99:1576 dt.  
15.4.99

We are pleased to advise that you are confirmed in your appointment as JUNIOR EXECUTIVE - I with effect from 1st June 1999 on the following terms and conditions:

1. You will be paid a consolidated salary of Rs.2,200/- (Rupees two thousand two hundred only) per month.
2. You will be eligible for House Rent Allowance at the rate of 15% on the consolidated salary.
3. You will be entitled to Rs.300/- (Rupees three hundred Only) per month as Conveyance Allowance.
4. You will be eligible for Executive Vacation Leave when you cease to be an Act employee under the Bonus Act 1965.
5. You will be retired from service on your completion of 55 years of age or 30 years of service in our company whichever occurs earlier, unless the Management at its own discretion for special reasons, permits you to continue thereafter.
6. You will be subject to the rules and regulations of the company and the service conditions as are in force at present or as may be introduced or amended or extended from time to time.
7. The cessation of service can be by either side giving three months notice in writing to the other or in lieu of notice by payment of three months salary by the company or by payment of three months salary as damages by the employee.
8. Though your initial place of posting will be at MADURAI, you are liable to be transferred anywhere in INDIA at the sole discretion of the Management depending upon the organisational exigencies. Your services may also be deputed to the Group/Sister Companies as deemed fit by the Management.

..2.



**SUNDARAM INDUSTRIES LIMITED**

Rubber Factory : Post Box No. 6, Usilampatti Road,  
Kochadai, Madurai - 625 016. India.  
Ph : 91-452-601531. Fax : 91-452-601240.

- 2 -

9. We would like you to devote your full attention to the company service and not engage yourself in any outside work over and above your legitimate work in the company. We fervently hope that you will not divulge any information which can be detrimental to the interest of the company.

10. The company reserves its right to transfer you from one place to another depending upon the organisational exigencies and reserves its right also to depute your services to such other group/sister companies as it deems fit.

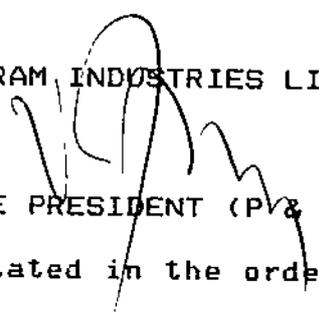
11. You shall not apply for any other job outside without prior written permission from the Management.

12. If and when information furnished by you in your application regarding your qualification, previous experience, employment, etc. are found to be incorrect or not true, you will be liable for termination or such other action as the employer deems fit.

13. To facilitate the Company operations, if the Management sends you for Specialised Training Programmes / Workshop / Seminar in INDIA or ABROAD and Exhibition / Fair / Plant Visit/Customer Interaction Trips / Vendor Development Trips / Machinery Evaluation Inspection Tours and / or for anyother purpose ABROAD, you will be called upon to execute a Bond to serve the Company for a specified period of service thereafter. The Company reserves its right to assign the right to insist on an employment as per the terms of the Bond to such Group Companies to whom your services may be lent or deputed.

14. The continuance of appointment will also be subject to your remaining medically fit. You may be required at any time during your service to appear before a Medical Officer specified by the Company for Medical Examination.

For SUNDARAM INDUSTRIES LIMITED

  
VICE PRESIDENT (P & A)

I agree with the terms and conditions stated in the order and accept the appointment.

Signature of the Applicant.

**TVS RUBBER**  
cc: Accounts / Personal File

**SUNDARAM INDUSTRIES LIMITED**

Rubber Factory : Post Box No.6, Usilampatti Road,  
Kochadai, Madurai - 625 016. India.  
Ph:91-452-2381531. Fax:91-452-2381240.

Ref: RF:PL:B:225

October 23, 2004

Mr P Ramachandran  
Junior Executive - I

This has reference to your letter of resignation dt.20.09.2004.

Your resignation is hereby accepted and you are relieved from service with effect from the close of work on 23.10.2004.

You can have your accounts settled with the Company during working hours of this Office, after returning Company's properties, if any, in your possession.

For SUNDARAM INDUSTRIES LIMITED

*Aditya Naran*

PRESIDENT



Registered Office : TVS Building, West Veli Street, Madurai - 625 001.  
Central Marketing Office : V Floor, 14, Whites Road, Chennai - 600 014.



MNC/100

24/11/2006.

Mr.Ramachandran P.,  
Cheran Nagar Kovil Palayam,  
Kovilpalayam Post,Rajavendra Road,  
Pollachi Taluk,  
**TAMIL NADU 642 110.**

Dear Mr.Ramachandran,

**LETTER OF EMPLOYMENT**

**FCI OEN Connectors Ltd** (the "Company") is glad to employ you on the following terms and conditions:-

**I. Term and Position**

- (a) The Company will employ you and you will work for the Company in the position of "Senior Engineer QA" for our Automotive division. The present Location of your employment will be at our factory at Electrogiri, Mulanthuruthy. You agree that your position, title and job responsibilities with the Company may vary from time to time to accommodate the operational requirements of the business of the Company. In such a case, you will be informed of your new position, title and job responsibilities, and this agreement will continue to apply to the same.
- (b) You agree to devote your time, attention, skills, best efforts and loyalty to the affairs of the Company and to the diligent performance of your responsibilities and duties to the Company.
- (c) The term of your employment with the Company will commence as early as possible (Please let us know your earliest joining date) for an initial probationary period of 6 months from the date of joining subject to the terms contained in the Employee Handbook applicable to you. During the Probationary Period, your employment may be terminated without notice. However during such probationary period you can terminate your employment only with service of one(1) month's notice in writing.
- (d) After successful completion of the training period, you will be confirmed in the services of the Company, Upon confirmation, your employment with the Company will continue until terminated by either party by service of one (1) month's notice in writing on the other party and/or payment of basic salary in lieu thereof. If overseas / Local training is provided to you, you will be subjected to a period of bond as stated in the Employee Handbook and/or HR Policy.



In addition to the rights of termination of your employment by notice set out above, the Company shall be entitled to terminate your employment at any time forthwith without any notice or payment in lieu for any just cause which shall include but not be limited to your breach of any of the terms governing your employment, your willful default or misconduct, negligence, breach of your duties, failure to carry out instructions of the Company, insubordination, bankruptcy or any illegal or criminal act on your part.

**2. Salary and Benefits**

- (a) Your basic salary will be **Rs.10500/-** per month.
- (b) Besides basic salary, you will be entitled to a dearness allowance of **Rs . 4000/-pm.**
- (c) Also you will be entitled to a, House Rent allowance of **Rs.4700/- pm, Rs.1840/-** as Conveyance reimbursement and **Rs.2000/-** as Special Allowance.
- (d) You will also be entitled to Provident Fund , gratuity and other statutory benefits, as per the Employee Handbook.
- (e) In addition, you will also be entitled to Medical Reimbursement, Group Health /Accident Insurance policies, Bonus/Superannuation Scheme, Incentive etc, as per the Employee Handbook

Your salary and entitlement to benefits may change from time to time upon review by the Company at its discretion, to take into account any change in your job responsibilities or status, your conduct and performance and the operational requirements of the business of the Company, and such other valid reasons as recognized in law as the Company may determine from time to time.

**3. Expenses**

Reimbursement of travelling and entertainment expenses will be subject to prior approval by the Company, and will be granted in accordance with the Company's policies and procedures in force from time to time.

**4. Secrecy of Confidential Information**

- (a) The Company designs, manufactures and/or markets electrical and electronics connectors, tools, software and related products throughout the world (the "**Company's Business**"). The Company owns trade secrets and confidential and proprietary information that are very important to the success of the Company's Business. Also, the Company has confidential information belonging to other persons (whether individuals, firms, corporations or other entities) that the Company is obligated to keep confidential.

Such trade secrets and confidential and proprietary information include, without limitation:- specifications, drawings, data, materials, models, processes, designs, formulae, technology, know-how, customer and supplier lists, information about the Company's employees' skills and abilities, financial and other business information.



In this agreement, we use the expression "**Confidential Information**" to refer to all and/or any of the trade secrets and confidential and proprietary information owned by or in the custody of the Company.

- (b) You are aware that in the course of employment under this agreement, you will have access to and be entrusted with Confidential Information and you agree that:
- (i) all Confidential Information is the exclusive property of the Company or of persons who have entrusted the same to the Company, and you will take all steps necessary and within your powers or control to protect the Confidential Information;
  - (ii) during your employment with the Company and at any time after your employment ends, you will not, directly or indirectly, use, reproduce or disclose to any person any of the Confidential Information, except in the normal course and for the permitted purposes of your work for the Company, or unless a member of senior management of the Company gives you written permission in advance; and
  - (iii) you will return any documents containing Confidential Information (and all copies, records and reproductions thereof of any nature and contained in any media) in your possession, upon request by the Company or upon the termination of your employment with the Company, whichever is the earlier.

5. **Assignment of Inventions**

- (a) If you, by yourself or with others, develop or conceive of any invention, discovery, improvement, innovation, idea or concept related in any way to the products, procedures, processes or business of the Company ("**Inventions**"), during your term of employment with the Company or within one year after your employment with the Company ends, whatever the reason of such termination, (such aggregate period called the "**Protected Period**"), you agree to assign and transfer all of your rights, title and interests in and to the Inventions, to the Company, together with all rights to letters patent or other protections which may arise or be granted in respect of the Inventions. This agreement on your part applies whether the Inventions occur on or off the Company's premises. You agree to promptly notify the Company of any such Inventions and to sign and deliver any documents or take any actions that may be deemed necessary by the Company to carry out the assignment and transfer or to protect the Company's interest in such Inventions.
- (b) The only exception to paragraph 5(a) above is if you can show by clear and convincing evidence that the Inventions were conceived, made or developed after your employment with the Company ended and were not based on information learned, given or received while you were employed by the Company.

A handwritten signature in black ink, consisting of a stylized, cursive 'A' or similar character, positioned above a horizontal line that serves as a signature bar.



- (c) You represent that you have made no inventions, discoveries or innovations prior to your employment with the Company, except as appended in Schedule A to this agreement (where applicable). Tick here if you filled out Schedule A : \_\_\_\_\_.

**6. Non-Competition Against the Company**

- (a) You agree that during the Protected Period you will not be engaged or interested, directly or indirectly, in any business whose activities are substantially similar to or compete with any aspect of the Company's Business (the "Business Activities"). This shall include, where applicable, working either for your own account or as agent, consultant, employee, joint venturer, manager, operator, partner, member or stockholder (except as a holder of less than 5% equity in a publicly traded corporation) of any individual, firm, corporation or other entity, or endorsing the services of, or becoming affiliated directly or indirectly with, or referring business to, any individual, firm, corporation or other entity which is involved in the Business Activities. The aforementioned agreement not to compete against the Company is referred to in this agreement as the "Non-Compete". The Non-Compete applies throughout the world.
- (b) You agree to promptly inform the Company's **Chief Executive**, in writing, of each relationship or position, or change in relationship or position, offered to you during the Protected Period, that may in any way breach any aspect of the Non-Compete if you accept the said offer, and to produce documentary evidence of the offer so made. You further agree that, before taking up any such offer, you will await the Company's decision referred to below before entering into the relationship or position that may violate the Non-Compete. The Company agrees to inform you in writing within 10 calendar days after receiving your written notice, whether or not the Company has decided to enforce the Non-Compete in respect of such offer. The Non-Compete applies to each and every offer of a relationship or position or of any change in relationship or position, made to you, during the entire Protected Period.
- (c) If the Company, at its sole option, elects to enforce the Non-Compete, it will pay to you, for the balance of the months remaining, on a monthly basis, an amount equal to your basic monthly salary last drawn from the Company, excluding the compulsory employer's contribution to your Provident Fund account, any bonus or incentive compensation, and any severance or other termination-related payments. Provided that:-
- (i) for as long as you continue to be employed by the Company, such amount shall not be payable by the Company.



- (ii) for as long as you are receiving the amount referred to in this paragraph 6(c), the Company will be entitled to enforce the Non-Compete in respect of any and every subsequent offer of a relationship or position or of any change in relationship or position, made to you, during the Protected Period, without any additional payment of such amount;

if you are earning any income, other than passive investment income, as a result of your knowledge, skill or services, during the time that the Company is obliged to make payment to you under this paragraph 6(c), the amount payable under this paragraph 6(c) will be reduced by the amount of such income;

- (iv) subject to a ten (10) days' written notice, the Company is entitled to stop making payment to you under this paragraph 6(c) at any time during the protected period, in which event you shall thereafter be free to accept the offer or any of the offers previously made to you.
- (v) all payments made by the Company to you under this paragraph 6(c) will cease entirely at the expiry of the Protected Period.

- (d) All payments made under this paragraph 6 to you are made on the assumption that all the offers of relationship or position or change in relationship or position made to you, which you inform the Company of pursuant to paragraph 6(b) above, are arm's length and genuine. In the event that the Company discovers at any time that any such offer was not arm's length or genuine, the Company shall be entitled to recover in full on demand, all payments made to you under this paragraph 6, irrespective of whether the Company elected to enforce the Non-Compete in respect of such non-arm's length or false or fraudulent offer. The Company shall be entitled to take all steps available to them to verify the arm's length and genuine nature of all such offers of relationship or position or change in relationship or position, including without limitation checking with the senior management of the offeror company or organization and disclosing information of such offers to relevant persons who might possibly be in a position to assist the Company in this regard. Provided that the results of any such verification shall not prejudice the Company's rights under this paragraph 6(d) to recover payment from you in the event of any subsequent discovery of the non-arm's length or false or fraudulent nature of any such offer. The Company's rights under this paragraph 6(d) are without prejudice to any other legal rights the Company might have against you under the above circumstances.

- (e) Whilst the Non-Compete is considered by us to be reasonable in all the circumstances, if the same or any part thereof is held to be invalid, but would have been held valid if part of the wording had been deleted, the period reduced or the range of activities or area dealt with reduced in scope, the Non-Compete shall apply with such minimum modifications as may be necessary to make the same valid.



- (d) This agreement is the entire agreement entered into between you and the Company with respect to your employment by the Company, and supersedes all previous oral or written agreements, commitments or understandings.
- (e) For the avoidance of doubt, subject only to paragraph 6(e), nothing in this agreement shall affect or be construed to prejudice or override any of the Company's obligations imposed by law, and the terms of this agreement shall be read subject to such legal obligations, and where there is any inconsistency between the terms of this agreement and such legal obligations, the terms of this agreement shall be deemed to be modified to the extent of such inconsistency.
- (f) You warrant that you are under no contractual duty or obligation arising from any other contracts you may have entered into which restrains you for whatever reason from being employed by or working for the Company and you agree to indemnify the Company against any loss or damage that the Company may suffer arising out of your breach of the foregoing warranty or out of any other contractual obligations you may have that are inconsistent with or in conflict with your duties and obligations under this agreement.
- (g) This agreement is governed by the laws of India, and both parties agree to submit to the Non-exclusive jurisdiction of the India courts
- (h) The provisions of clauses 6 to 9 shall survive the termination or expiration of this Agreement.

Please indicate your acceptance of the terms and conditions as set forth in this letter by signing the duplicate of this letter and returning the same to us within 10 days of receipt of the letter.

Yours sincerely  
**FCI OEN Connectors Ltd**

Name **P. George Varghese**  
Title **Managing Director**

Above Terms of Employment  
Agreed and Accepted by:

Name: **RAMACHANDRAN P.**



Kochi, April 30, 2007

**Mr. Ramachandran P., Senior Engineer-QA.**

**Sub: Sale of the AUTO Business to FCI Technology Services**

Dear Mr. Ramachandran,

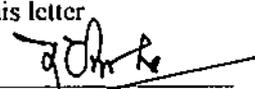
As it has been mentioned to you previously, we are pleased to inform you, a current employee FCI OEN Connectors Ltd ("FCI OEN"), of the transfer of the AUTO business from FCI OEN to FCI Technology Services Ltd ("FCI TS") and of its consequences as to your employment contract.

1. FCI OEN for which you are currently working will sell its AUTO business to FCI TS, which will continue to carry on such business at the current location.
2. The transfer of FCI OEN's business to which you belong happens through an agreement, according to which FCI OEN transfers to FCI TS all its AUTO activities (including but not limited to assets, liabilities, contracts, business and client relations) ["FCI OEN AUTO Business"] on April 30, 2007 (the "Effective Date").
3. As a consequence of the transfer of the FCI OEN AUTO Business, the parties agree that all FCI OEN's rights, powers, duties and liabilities under or in connection with your employment contract will be transferred to FCI TS, on the Effective Date. Therefore, FCI TS shall assume all rights and obligations related to your employment relationship as it exists on the effective date.
4. Under such transfer, we are pleased to confirm that (i) your employment contract will continue with FCI TS under the same terms and conditions than those existing as of the Effective Date with FCI OEN; (ii) the period of employment with FCI OEN shall count as a period of employment with FCI TS; and (iii) the transfer will not break the continuity of your period of employment.

We feel confident that you will support FCI Technology Services Ltd to ensure the growth of the company and its success.

  
Director  
FCI OEN Connectors Ltd.  
**P. GEORGE VARGHESE**

For agreement of the transfer and of the terms and conditions stated in this letter

  
Director  
For FCI Technology Services Ltd.  
**K V SIVADAS**

\*\*\*



AUT/001

19.10.09

Mr.P.Ramachandran,  
6-1-91,Periyavailkkal street,  
Muthuthevanpatty,  
Kodangipatty post,  
Theni -6255547,  
Tamilnadu.

Dear Mr.P.Ramachandran --Asst manager -QA

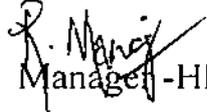
Sub:Relieving letter

We refer your resignation letter dated 25.09.09,expressing your desire to resign from the services of the organization.

Your request is accepted and you stand relieved from the services of the organization with effect from 19.10.09 at the close of working hours.

We wish you all success in your future endeavors.

Yours faithfully,

  
Manager -HR

FCI Technology Services Ltd.

REGD. OFFICE XXIX/2089, Tripunithura Road, Thykoodam, Vyttila, Cochin - 682 019, Kerala, India. • Tel: 91-(0) 484-2303027, 2303028, 2301320 • Fax: 91-(0)484-2301973, 2304279

AUTOMOTIVE DIVISION: Thiruvaniyoor P.O., (Via) Puthencruz, Kochi-682 308, Kerala, India. • Tel: 91-(0)484-2714015, 2714027, 2714037, 2714053, 2713942, 2713958 • Fax: 91-(0)484-2713844

REGIONAL TOOLING CENTRE: Thiruvaniyoor P.O., (Via) Puthencruz, Kochi - 682 308, Kerala, India. • Tel: 91-(0)484-2711490, 2713015 • Fax: 91-(0)484-2711892

CHENNAI PRODUCT ENGINEERING CENTRE: 1st Floor, 3A North Block, Tidel Park, 4, Canal Bank Road, Tharamani, Chennai - 600 113, Tamil Nadu, India.  
Tel: 91-(0)44-42118143 & 22540667 • Fax: 91-(0)44-22540670

IS CENTRE: Unit No. 7 & 8, 3rd Floor, Explorer Building, International Tech. Park Ltd., Whitefield Road, Bangalore - 560 066, Karnataka, India. Tel: 91(0)80-51183700 • Fax: 91-(0)80-51156488



# STI SMOh India Limited

Steel Tube Road, Dewas - 455 001, INDIA  
Phone : + 91 (7272) 423140/423141

STIS: HRM : 2009-2010 :

10th October , 2009

Mr. Ramachandran P  
6-1-91, Periyavaikkal Street  
Muthuthevan patti,  
Kodangipatti Post  
THENI, TAMIL NADU – 625 547

*Dear Mr. Ramachandran P,*

With reference to the interview you had with us, we are pleased to appoint you as SECTION HEAD – QA in our organisation based at Chennai on the following terms and conditions:

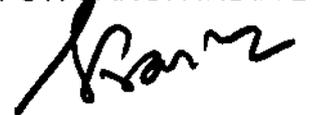
1. You will be paid a consolidated basic salary of Rs. 14000/- (Rupees Fourteen Thousand only) per month in Grade 4500-150-7500-200-11500-250-Open end (E-3).
2. In addition to basic salary, you will be eligible for the following benefits:
  - a) A House Rent Allowance of Rs. 6300/- (Rupees Six Thousand Three Hundred only) per month.
  - b) Reimbursement of conveyance expenses to the extent of Rs. 2100/- (Rupees Two Thousand One Hundred only) per month.
  - c) Transport Allowance of Rs. 2800/- (Rupees Two Thousand Eight Hundred only) per month.
  - d) Education Allowance of Rs.200/- (Rupees Two Hundred only) per month.
  - e) City Compensatory Allowance of Rs. 4200/- (Rupees Four Thousand Two Hundred only) per month.
  - f) A Food Allowance of Rs. 546/- (Rupees Five Hundred Forty Six only) per month on actual attendance basis.
  - g) A Special Pay of Rs. 6000/- (Rupees Six Thousand only) per month.
  - h) Leave Travel Assistance to the extent of your one month's basic salary per annum as per rules of the Company.
  - i) Reimbursement of Medical expenses to the extent of your one month's basic salary per annum as per rules of the Company.
  - j) You will also be eligible for Provident Fund, Gratuity and Annual Bonus as per rules.

( Contd ... 2)

3. All other entitlements such as travelling expenses, leave rules, car policy etc. wherever applicable will be for the grade MG-2 in existing policies at HO.
4. You will be on probation for a period of 6 (six) months, which will be extended or reduced at the discretion of the Management. During the period of probation your services are liable to termination without any notice or assigning any reason thereof.
5. You will be confirmed on your post on successful completion of the probation period subject to your performance, conduct and attendance having been found satisfactory.
6. On confirmation either side can terminate this appointment giving upon one month's notice or in lieu thereof notice pay for an equivalent period without assigning any reason thereof. The notice pay will include monthly basic salary, Education Allowance and Transport Allowance (on proportionate basis). However, during notice period you will not be entitled for EL/LWP and in case you remain absent from duty you will be entitled for salary and perks for actual attendance and approved CL only. The days of absent will be considered as short notice and accordingly notice pay will be effective.
7. You will be faithful to the company and will maintain absolute secrecy about the affairs of the Company.
8. You will be governed by the rules and regulations of the Company, which are in force and which may be changed by the Management from time to time.
9. Initially your posting is at Chennai but your job is transferable to any branch / Division / Sister/Associate concern of the Company.
10. You will join us at the earliest. At the time of joining please submit a photocopy of your certificates in support of your Educational & Professional qualifications, appointment and relieving certificate of last employment along with a latest passport size photograph for our record.

If the above terms and conditions are acceptable to you, please return the duplicate copy of this appointment letter duly signed by you as an acceptance of the terms and conditions of your appointment.

Very truly yours,  
For STI SANOH INDIA LTD



RAJENDRA PRASAD  
CHIEF OPERATING OFFICER

The above terms and conditions are acceptable to me. I will be joining on \_\_\_\_\_

(RAMACHANDRAN P )



# STI SANOH India Limited

Steel Tube Road, Dewas - 455 001, INDIA  
Phone : + 91 (7272) 423140 / 423141

---

STIS : HRM : 2010-2011 :

24<sup>th</sup> May, 2010

Mr. P. Ramachandran  
Section Head - QA  
Chennai SBU

Dear Mr. P. Ramachandran,

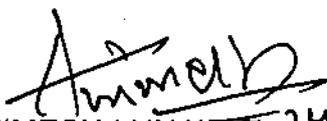
## Thro' Proper Channel

The Management is pleased to inform you that your services with the company have been confirmed with effect from 1<sup>st</sup> May, 2010 on satisfactory completion of probation period.

All other terms and conditions of your appointment letter will remain unaltered.

While congratulating you for the above, we are confident that you will continue to work with more zeal and enthusiasm and contribute your maximum in promoting interest of the company for mutual benefit.

For STI SANOH INDIA LIMITED

  
ANIMESH LUNAVAT 24/5/10  
ACTING - CHIEF OPERATING OFFICER



Jagadeesh Dasari  
Director - Human Resources

Visteon Technical and Services Centre Pvt. Ltd.  
Office Level # 3, Building "Fortius"  
Olympia Tech Park  
No.1, Sidco Industrial Estate  
Guindy, Chennai 600032  
Tel : 91-44-49477000  
Fax : 91-44-22255020  
e-mail : djagadee@visteon.com

**31 December, 2014**

To Whom So Ever It May Concern

This is to certify that Mr. Ramachandran P with Employee ID: VB0486 was working with Visteon Technical and Services Centre Private Limited since 03<sup>rd</sup> June 2011.

He was working as Assistant Manager - Supplier Performance Engineering department.

He resigned on his own and was relieved from the services of the Company effective 31<sup>st</sup> December 2014.

We wish him success in all his future endeavors.

Sincerely

For Visteon Technical and Services Centre Pvt. Ltd.

A handwritten signature in black ink, appearing to read "Mr. Jagadeesh", written in a cursive style.

Jagadeesh Dasari  
Director - Human Resources

Dated: 12<sup>th</sup> May 2016

Ramachandran Palanivel,  
Plot No.59, 8<sup>th</sup> Street, AGS Colony,  
Pallikaranai, Chennai  
Mob : +91 9361544384

## SUBJECT: LETTER OF APPOINTMENT

Dear Mr. Palanivel,

With reference to your application and subsequent discussions, I am pleased to offer you appointment in our Company on the following terms and conditions:

- |                     |                                         |
|---------------------|-----------------------------------------|
| a) Designation      | Client Manager , Chennai , South Region |
| b) Date of Joining  | 12 <sup>th</sup> May 2016 or earlier    |
| c) Place of Posting | Chennai.                                |
| d) Compensation :   | Attached in Annexure A                  |

You will also be entitled to Productivity Linked Incentive as also covered under Gratuity Scheme, Provident Fund and Mediclaim Policy as per Rules of the Company.

**2. Probation Period:** You will be on probation for a period of six months from the date of joining. The probationary period can be extended up to a further period of 6 months if your work, conduct and performance are not satisfactory. You will continue to be probationer until you have been communicated in writing that you have completed the period of probation to the satisfaction of the Managing Director or his designated authority. During the prescribed/extended period of probation your services can be terminated by either side without assigning any reason by giving a notice of maximum five days as mutually agreed to and thereafter by giving three months notice or on payment of gross salary in lieu thereof.

**3. Place of Posting:** You will be liable for transfer at any time, to another office of the Company whether existing or to be set up in future, whether situated in the same city or any other place. The terms and conditions applicable to your new place of duty shall apply to you thereafter.

**4. Duty Hours:** Normal duty hours are 0900 h to 1700 h unless the exigencies of work otherwise demand.



**5. Medical Fitness:** Your appointment is subject to your being found fit medically. You shall also undergo medical examination from time to time, as deemed necessary by the Company.

**6. Reporting Authority:** You will be responsible to and for the time being report to the Regional Operations Manager , South Region . You shall perform such duties and observe and conform to such directions and instructions as may be assigned or communicated to you by the Company or by such officers who are placed in authority over you. You will be responsible for the control and supervision of the employees working under your charge.

**7. Devotion to Duty:** During employment with Company, you will devote your whole time to the business of the Company and will diligently and efficiently carry on the duties entrusted to you from time to time.

**8. Security Undertaking:** You will not divulge to any person, other than in the ordinary and proper course of your duties, information of any kind relating to the business of the company or of its clients. During and after termination of employment such information must be regarded as strictly confidential; it may not be used by you or by any other person with your consent or assistance for any purpose other than as aforesaid and that you shall take all reasonable steps to prevent unauthorized persons from gaining information. In the interest of both safety and security, the company reserves the right to inspect staff property.

**8.1** At the time of joining the service, you will be required to sign a security undertaking in the prescribed form.

**9. Reimbursement of Expenses:** You will be entitled to expenses to be approved by Managing Director or his designated authority. The expense claims are to be submitted on fortnightly basis. Out-of-pocket expenses supported by receipt/invoices will be reimbursed covering such items as travel, accommodation, entertaining, STD/ISD telephone and other reasonable costs incurred for the performance of your duties.

**10. Training Contract:** In case the Company provides any training to you, externally or in-house and spends more than Rs. 5,000.00, you will reimburse to the Company the actual cost of the training in the event of your leaving the Company within two years from the date of completion of training.

**11. Change of Residence:** You will keep the management informed of any change in your residential address. In case of your inability to do so, any communication sent at the address available will be deemed to have been served on you.

**12. Indemnity:** You will hold harmless and indemnify BSI Group India Private Limited in respect of any claim or liability arising from any previous employment in respect of yourself. You shall be responsible for the safe custody of any tools, equipment, books or any other property, which may be in your charge. The Company will have the right to deduct from your dues the money value of any damage or loss caused by you to the property of the Company.



**13. Mis-Representation:** If any declaration given by you at the appointment is found to be wrong or you are found to have willfully suppressed material information, the appointment itself shall be deemed as void and your services will be liable to be terminated without any notice or compensation in lieu thereof.

**14. Leave:** You will be entitled to take leave as per relevant rules of the company as amended from time to time.

**15. Resignation:** If you desire to leave the service of the Company, you shall be required to give five days notice during probationary period and three months notice after confirmation. In case the employee does not serve the entire notice period, the company may at its sole discretion, decide on a reduced notice period whereby the employee shall buy out the unserved notice period on payment of gross salary calculated proportionately for the period.

**16. Superannuation:** You will automatically retire from the service of the Company on attaining the age of 65 (Sixty Five) years unless extended by the Company.

**17. Rules & Regulations:** You will abide by and be governed by all Rules, Regulations, and Orders of the Company that are in force/modified from time to time and as applicable to your category of employees.

**18. Verification of Character and Antecedents:** At the time of joining the service in the Company, you are requested to furnish the following:

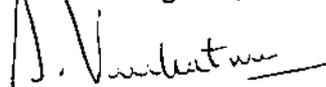
- i) Certificates in original together with two attested copies each thereof, in support of your educational qualifications/experience, etc.
- ii) Proof of age: Matriculation Certificate or School Leaving Certificate or Birth Certificate from the Municipality.
- iii) Certificate of Character from a first class magistrate/Gazetted Officer/Executive of the Company

**19.** On the question of interpretation of any of the above terms and conditions, the decision of the Company will be final and binding on you.

Please return a signed copy of this letter as a token of your acceptance. Should you have any query please do not hesitate to contact the undersigned.

We very much look forward to your joining BSI India and wish you a long, happy and prosperous career with the Company.

With warm regards,



Venkataram Arabolu  
Managing Director.

I accept the terms and conditions of this letter as above said.

\_\_\_\_\_  
( Ramachandran Palanivel)

