



Location: KONE Internal

Elevators Escalators

**KONE Elevator India
Private Limited**

Prestige Center Court, 9th Floor
The Forum Vijaya Mall
Plot No.183, NSK Salai
Arcot Road, Vadapalani
Chennai 600 026
TAMIL NADU
Tel : +91 66254000
Fax: +91 66254100

Ref No : KEI/HRD/APPTR/067/2024

Date : March 20, 2024

Mr Saurabh Devidas Aher
Rajveer Villa, Ekta Park Society, 11/26 Bombay Poona Road,
Near New Shivajinagar Bus Stand, Wakadewadi,
Pune City, Maharashtra - 411005

Subject – Letter of Offer and Terms of Employment

Dear Saurabh,

Thank you for exploring career opportunities with KONE Elevator India Pvt Ltd. You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile, relevant work experience and assessment during the selection process. You have been selected for the position of Data Engineer in Grade 5L at Pune (ITEC). Your annual CTC will be Rs.2,202,316 per annum. Annexure A provides a break-up of the compensation package in detail.

Kindly confirm your acceptance within seven calendar days (7days) from the date of this offer and confirm your date of joining which shall not be later than 01.04.2024. If not accepted and confirmed within timelines mentioned as above, this offer will lapse at the discretion of KONE Elevator India Pvt Ltd

Your employment with KONE is subject to clearing a set of pre-defined medical tests with a registered medical practitioner authorized by the company empaneled vendor , verification of your credentials/documents and satisfactory checking of background/job history from the references provided by you. In the instance that any of the above are found to be unsatisfactory, your employment becomes null and void at the discretion of KEI.

Please find enclosed your compensation package and terms of employment attached as Annexures A, B, C & D to this offer. Please review and in confirmation of your acceptance of the said terms and package please sign the copy of this letter and send it to us within 7 calendar days as indicated above.

For **KONE ELEVATOR INDIA PRIVATE LIMITED**

For MP SARAVANAN
DIRECTOR - PEOPLE, COMMUNICATIONS & CSR



Regd. Office & Factory :

Plot No. A-28, SIPCOT Industrial Park, Pillaipakkam, Sriperumbudur Taluk,
Kancheepuram District - 602 105, Tamilnadu, Tel +91 44 66603918
CIN No. U29141TN1984FTC010913 Email : india@kone.com Website : www.kone.in

ANNEXURE A

NAME	Saurabh Aher	
DESIGNATION	Data Engineer	
LOCATION	Pune (ITEC)	
GRADE	5L	
SALARY COMPONENTS	PROPOSED SALARY	
	Per Month	Per Annum
BASIC	77,500	930,000
HOUSE RENT ALLOWANCE	38,750	465,000
EDUCATIONAL ALLOWANCE	200	2,400
SPECIAL ALLOWANCE	32,092	385,104
LEAVE TRAVEL ALLOWANCE	6,458	77,500
GROSS SALARY	155,000	1,860,004
PF	9,300	111,600
GRATUITY	3,726	44,712
ESI (AS APPLICABLE)	-	-
Statutory Benefits	13,026	156,312
Performance Bonus (On Target-100%)	15,500	186,000
CTC	183,526	2,202,316

- Salary:** Your salary will be paid monthly through bank transfer to your bank account provided to us. Disbursement of Salary is subject to deductions & based on your attendance. Providing Permanent Account Number (PAN) & Aadhaar card details in the company records is pre-requisite for disbursement of salary.
- Provident Fund:** You will be covered under the Employees' Provident Fund Act and Rules there under and you will contribute every month the prescribed percentage by the act (which is currently at 12%) of your basic salary, towards the Fund and the Company will also make an equal contribution.
- Gratuity:** You will be covered under the Payment of Gratuity Act and Rules there under. For coverage under Gratuity act, your satisfactory completion of probation and confirmation of services is a prerequisite.
- Leave Travel Allowance:** The applicability shall be as per the Company's policy prevailing from time to time.

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- 5 **Performance Bonus:** You will be eligible for Performance Bonus subject to meeting the Company/Individual performance criteria which may vary from 0% to 150%. Bonus period shall be for a calendar year.. The eligibility and applicability shall be as per the Company's policy. Employee shall be entitled for the performance bonus in the event he/she is not covered under the statutory bonus as prescribed under the Bonus Act.
- 6 **Additional Benefits:** Employees shall be eligible for below mentioned benefits:
- a) **Group Term Life Insurance (GTLI) Coverage:** You would be eligible to be covered under the Group Term Life Insurance.
 - b) **Group Medical Coverage Plan (GMIP) :** You would also be enrolled under the existing Medical Insurance scheme of the company, applicable to Self, Spouse and 2 children as per the policy. GMIP is applicable to employees who are not covered under ESIC.
 - c) **Group Personal Accident Insurance (GPAI) Coverage:** You would be enrolled under the Company's GPAI scheme.
 - d) **Parental Mediclaim Coverage (Optional/Voluntary) :** Cost of coverage of parents/inlaws (if opted for) will be borne by you subject to the policies of the insurance company. You must share the nomination form with Unit HR not later than 7 days of your joining the organization.
 - e) **National Pension Scheme (NPS) :** NPS is contribution based Pension Scheme offered by Government of India. Interested employees will be able to enroll in the NPS through payroll deduction.
- 7 **Joining Bonus:** You will be paid a sum of Rs. 200,000/-(Rupees Two Lakhs only) as Joining Bonus along with your first month salary, subject to you joining on or before 1st April 2024. This payment shall be subjected to TDS at the applicable rates. Please note that incase of you being terminated from services or resigning from the organization within 24 months from the date of your joining, the joining bonus paid to you shall be returned in full to the company and/or shall be adjusted by the company from your full & final settlement and balance if any shall be payable by you.

For **KONE ELEVATOR INDIA PRIVATE LIMITED**

For **MP SARAVANAN**
DIRECTOR - PEOPLE, COMMUNICATIONS & CSR

ANNEXURE B - TERMS & CONDITIONS

The terms and conditions of your employment is set out as below:

- 1 **Probation:** You will be on probation for a period of SIX months from the date of your joining. The probation period can be extended at the discretion of KONE up to a maximum of further 3 months by a written order to be issued. On satisfactory completion of your probationary period, your appointment with KONE will be confirmed.

During the probationary period including any extensions thereof, the employment can be terminated by either party with or without giving any reasons by giving notice of 15 days.

- 2 **Confidentiality & Data Privacy:**

- a. You will not share, copy, re-use or disclose any information pertaining to Company's policies, manufacturing practices, engineering techniques, technology, trade secrets, drawings, specifications including pricing, financials, projections, and marketing strategies, customer details and Distributors/agents network, Sales turnover, employee data or any other company information shared to you or come across by you which are considered confidential by the company unless compelled to be disclosed under court of law. ., to any person, ex-employees or firm, outside this Company or to any of the competitors or to any person(s) involved in business or services similar to KONE ELEVATOR INDIA PRIVATE LIMITED, when you are in the services of the Company and even after leaving the services of the Company.
- b. You must return to the Company, upon demand and in any event, upon termination of your employment, all documents and tangible items like Laptop, Mobile phone, tools etc as may be provided to you but which belong to the Company or any confidential information, other documents, data and which are in your possession or under your control.
- c. Right to share the employee data - The personal data provided by you to the Company will be used/shared/processed by the Company only for the purposes required and shall be as per the applicable Data Protection laws.

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3 Intellectual Property Rights:

- a. Any process improvements, inventions, patenting, suggestions, discoveries, etc., made by you during your employment with the Company shall be the property of the company unless otherwise agreed upon, in writing, and shall be in the name of the company.
- b. In connection with your employment with KONE, any intellectual property developments including but not only limited to process improvement, patents, discoveries, inventions developed or contributed by you individually or with team shall be the intellectual property of the company and the proprietary rights shall be in the name of the company unless otherwise agreed upon separately.
- c. You agree to disclose any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of the Company. Any Intellectual Property Rights and rights to inventions arising out of your activities hereunder, or if ownership rights cannot be transferred under any applicable law, and in such case, any and all exploitation rights relating thereto, shall be transferred to the Company in accordance with applicable law. You shall, as and when requested by the Company (at Company's cost and expense), assist the Company in perfecting such Intellectual Property Rights in any manner the Company deems fit. You shall execute/sign the Intellectual Property Rights Assignment document and or any other relevant document as and when required by KONE.

4 Non-Solicitation / Non-Compete

That for a period of twelve months from resignation/termination of your employment for any reason whatsoever you hereby confirm and agree that the following restrictions are reasonable and are legitimately required to protect the business interest of the company.

- a. You shall not solicit business and/or sell services/products or build business relationship with customers/vendors of the Company, you were directly or indirectly involved with, during your tenure in KONE Elevator India Pvt Ltd .

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- b. You shall not interfere and or compete with Company's business relations, including but not limited to soliciting or providing the same kind of services offered by the Company to any of company's customers, directly or indirectly.
- c. You hereby undertake not to solicit or induce or endeavor to solicit or induce directly or indirectly any customer, consultant, supplier, or service provider of the Company to cease to deal with the Company and shall not interfere in any way with any relationship between a customer, consultant, a supplier or a service provider and the Company.
- d. In the event of your separation from the services of company , and in case if you intend to join any competitor in the same/similar business line of the Company or with any vendors/suppliers/agencies/contractors engaged by the Company, you shall inform in writing of the same to the Company before your separation and relieving formalities.
- e. Consequent to your separation , from the company you shall ensure to maintain full confidentiality of the information/data that has been shared to you or that has come to your knowledge in the course of your employment with the company and not to share the same for the undue benefit in your future employment. The Company reserves to initiate appropriate action against you, in case if it is found that you have copied and shared company's data, used or misused the internal information of the company to the benefit of Company's competitors and against the interests of the Company

5 Assignments/Transfer/Deputation

Though you have been engaged for a specific position, the Company reserves the right to send you on training / deputation / secondment / transfer / assignments to associate / affiliate / group / parent companies, customer locations or vendor / third party locations in India or abroad. In such case, the terms and conditions of service applicable to the new assignment / deputation will govern you.

You will observe the working hours of the Office / branch / location to which you are posted / transferred and the Rules and Regulation that may be in force from time to time and are applicable to the respective location.

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6 Separation from Services

- a Subject to the terms agreed upon in Annexure C, upon confirmation of your employment, either party can sever this employment by serving three months' notice or three months' gross salary in lieu thereof. However, for cause like misconduct, gross negligence, willful insubordination, disobedience, misbehavior, non-performance, under performance, breach of company's policies Company may terminate your services with immediate notice. In such case you will not be eligible for three months' gross salary. The Company at its discretion shall have the right to place you under suspension pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment, which if proved, would entitle the Company to dismiss your services summarily apart from initiating appropriate legal actions.
- b Subject to the terms agreed upon in Annexure C, in the event of you submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant departments of the Company.
- c In the event of unauthorized absence or absence without written permission from duty for a continuous period of seven (7) working days, company reserves right to terminate your employment without any notice of termination and subject to the terms agreed upon in Annexure C. In such case you will not be eligible for three months' gross salary.
- d At all times you are expected to adhere and follow the rules and regulations and policies of the organization. During your employment with the Company, you will not involve yourself in any other trade, business or occupation, dual employment and remain fully committed to the business of the company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be involved directly or indirectly in any other trade or business, during your employment with the Company, without written permission from the Company. In case of any breach of this clause, the Employee shall be subjected to the disciplinary action.

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- e Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of the Company or if the information furnished by you is not true, the Company reserves the right to terminate your services on the grounds of misrepresentation of facts.

- f In addition to the Company's right to carry the above verifications, you shall fill in and sign the Annexure -C : Criminal Cases Disclosure Form. Regarding any past cases/records and/or pending cases where you have been accused, charged, convicted for any criminal offence, at any time whether prior or subsequent to your joining the Company. You shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/or convicted for any criminal offence, the Company at its sole discretion reserves the right to hold on to your joining employment/ suspend or terminate your employment or take appropriate disciplinary action against you or revoke this Offer Letter/appointment letter, in the event of suppression/misrepresentation of any facts in this regard, the Company shall be entitled to take such other action as it may deem fit.

- g It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars/documents furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the standards set by the Company, the Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.

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- h You hereby confirm and represent that there exist no personal circumstances and/or any subsisting business or employment agreements which are likely to affect/prevent your employment with our company and your liability to discharge your obligations in the course of your employment. You further undertake to notify, your Line Manager and HR Manager immediately of any material change in personal circumstances that may have impact on the status of your employment including, but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where your work is to be performed etc.
- i You hereby confirm and represent that you do not have any family or blood relationship with any employee in KONE and in any such cases now or in future, you shall inform in writing to the respective Unit HR. In the event of any breach or violation of this clause, the Company at its sole discretion reserves the right to hold on to your joining employment/ suspend or terminate your employment or take appropriate disciplinary action against you or revoke this Offer Letter/appointment letter as it may deem fit.

- 7 **Company Policies** - All company policies are displayed and available in the Company Intranet or such other medium shared for the information of employees from time to time. You are required to comply with all the policies of the Company including but not limited to the Code of Conduct, the Policy on Prevention of Sexual Harassment (POSH), Information Security policy and such other policies, as communicated to the employees of the Company from time to time. It is mandatory that you have to read through, understand, agree and abide by all the Company policies immediately upon joining your duty.

The Company reserves the right to change, alter, modify, amend, newly introduce any other policy from time to time and the same shall be binding upon you and you shall update yourself periodically of the same by going through the Company Intranet or such other medium for the information of the employees in general. . In case of any violation or failure to comply with such Company Policy/policies, the Employee shall be subjected to the disciplinary action and your services shall be liable to be terminated by the Company.

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- 8 By signing a copy of this letter, you are consenting that you will visit the intranet site immediately upon joining your duty and get familiar with company's policies and adhere to the same. The Company reserves its right to interpret, change, suspend or terminate any of its employment conditions, benefits, policies, plans or programs as it may deem fit and as may be required from time to time.

9 Use of Company Resources

- a You shall use the Company's resources only for official purposes as per the applicable Company policy.
- b The Company shall have the right to access the files, folders and data stored in the official laptop/mobile/tab (official devices) provided to you by the Company Further the Company may also access the emails in your official mail id provided by the Company as measure to ensure compliance with Company's policies and network/data security. You also authorize the Company representative to access all the data and information stored under your official company e-mail id during and after employment with the Company and this access is provided under the applicable data privacy laws.
- c You shall access only those web sites, which are relevant to the work assigned to you.
- d You shall not use any company resource for hacking or other unethical / illegal activities/personal purposes.
- e You shall not circulate or distribute/share offensive/pornographic material through e-mail or through any official devices or in any other manner.

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- f This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize the Company or any external agency through KONE to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining the Company or thereafter. You shall extend your co-operation during such verification without any protest or demur. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above and or negative feedback, misrepresentation or suppression of facts, if found out in future, the Company reserves the right to revoke this offer with immediate effect.

10 **Performance Appraisal**

Performance appraisal will be evaluated every year and based on which promotion/s and Increment/s as might be applicable will be reviewed in April or in any other month specified by the company every year, which will depend totally on performance, achievement of budgeted targets and also on external market/business conditions.

11 **Retirement**

Upon continuing satisfactory performance with the company, you will be superannuated upon attaining the age of 60 years and/or as per the prevailing policy of the Company. For the purpose of determining this, the age recorded with the Company as per official proof submitted at the time of joining shall be considered as final and conclusive if for any reason for the purpose of ascertaining the correct date of birth and age, company reserves the right to seek additional such documents for ascertaining the such particulars and company reserves its right to act as it may deem fit.

On joining duty, please report to Shreepal Bhandari, Data Architect for further Instructions.

Please review the terms and conditions above and in confirmation of your acceptance of the said terms and compensation package please sign the copy of this offer letter and send it to us within Seven (7) calendar days from the date of this offer and confirm your date of joining which shall not be later than 01.04.2024.

Wishing you all the very best and welcome to KONE Family.

For **KONE ELEVATOR INDIA PRIVATE LIMITED**

For **MP SARAVANAN**
DIRECTOR - PEOPLE, COMMUNICATIONS & CSR



Declaration by Employee:

This is to confirm that I have fully gone through and understood all the terms and conditions mentioned above including in Annexure – A,B, C & D and also filled the Declaration form to the best of my knowledge and I hereby accept and agree to abide by the terms of this offer letter

Signature

Name in full :

Date :

Place :

Annexure - C: Criminal Cases Disclosure Form

- A Have you been convicted in any of the criminal cases? if yes, Provide the case details and order copy.
- B Have you been acquitted in any of the criminal cases? if yes, Provide the case details and order copy.
- C Have you been named in any of the FIR registered in any Police Station? if yes, Provide the Compliant details and FIR number
- D Have you been named in any of the Chargesheet in the criminal proceedings pending before any magistrate court? if yes, Provide the Chargesheet copy
- E Have you taken any bail in any of the pending Criminal proceedings? If yes, please provide the bail order copy
- F Have you been appearing before any judicial / quasi-Judicial / Government authorities / Police for any enquiry relating to a criminal offence.
- G Please disclose any other relevant information

Declaration by Employee:

This is to confirm that the information I have provided is true and complete to best of my knowledge.

Signature

Name in full :

Date :

Place :

Annexure – D – Checklist of the Documents

At the time of joining, you are requested to upload all below mandatory documents in Workday (ERP Tool). The link for uploading will be sent to your mail ID after confirming your acceptance of the offer.

- a Acceptance copy of KONE Elevator India Pvt Limited letter of offer duly signed on all pages (including all annexures)
- b Two passport-sized color photographs with white background. (soft copy) (latest photograph taken within 6months)
- PAN Card:** You MUST carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN Number. If applied for please submit a copy of the acknowledgement as issued by the Income Tax authorities and it is your responsibility to update the PAN immediately on receipt of the same.
- c
- d **Aadhaar Card:** You MUST carry and provide your Aadhaar Card copy. Please note that it is mandatory to provide your Aadhaar card number for processing the KYC in EPFO portal. If applied for, please submit a copy of the acknowledgement as issued by the authorities. Please do ensure that your Name on the Aadhaar Card and PAN is same, and Aadhaar Card has Father's name and Date of Birth in DD-MM-YYYY format. This format is prescribed as per EPFO portal requirement.
- e **PF UAN Number:** You MUST provide your PF UAN Card copy or UAN Number (not applicable for fresher's). You can find UAN number on your previous employer payslip or you can check with your previous employer for your PF UAN Number.
- f **Educational Proofs** - All certificates and testimonials pertaining to your academic and technical qualifications along with mark sheets including 10th and +2, wherever applicable.
- g **Relieving Letter:** Your relieving letter from your present organization Service Certificate from the present employer as well as all previous employers.
- h **Experience letter:** Certificate of Experience from all previous employers.
- i Any other documents, as may be required in addition to the above.
