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**Offices:**

CIN

DATE: 20/04/2021

# Name: Krunali Gohil 4, Kapalinagar Society, Opp. Abhay Ghatt, Nr. Gandhi Ashram, Subhash Bridge, Ahmedaad, Gujarat - 380027

**Appointment Letter Dear Ms. Krunali,**

We have pleasure in appointing you as **Sr. Software Developer (.Net)** at **Gandhinagar** in our organization, effective from **20/04/2021** on the following terms and conditions:

# 1. Placement & Compensation

You will be placed in the appropriate responsibility level of the Company, and will be entitled to compensation (salary and other applicable benefits) as detailed in *Annexure “A”.* Compensation will be governed by the rules of the Company on the subject, as applicable and/or amended hereafter. The yearly variable / incentive, if offered, would be decided based on the agreement between you and management towards a business plan and relevant target to achieve. Thus, mutually agreed upon variable detail would be shared with your kind selves from the management / HR email id for official intimation and future guidance.

# 2. Salary Revision

Your performance and progress will be assessed and appraised from time to time as per the performance appraisal / evaluation process of the organization or any other appropriate mechanism as may be stipulated by the Management from time to time. Salary revisions are discretionary and will be subject to, and based on, effective performance and results.

# 3. Posting & Transfer

Your initial posting will be at **Gandhinagar (India)**. However, your services are liable to be transferred, at the sole discretion of Management, in such other capacity as the company may determine, to any department / section, location, associate, sister concern or subsidiary, at any place in India or abroad, whether existing today or which may come up in future. In such a case, you will be governed by the terms and conditions of the service applicable at the new placement location or as decided by the Management and the same will be communicated to you in writing.

**4. Probation, confirmation & Notice period:**

You will be on probation for a period of **Six months on normal course** from your date of joining. The period of probation can be extended or curtailed at the discretion of the Management based on mutual deliberations with you, if your performance is not found satisfactory. and in such a case you will continue to be on probation till further intimation.

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4.1 During the probation period either party may terminate this agreement by giving 30 days notice.

After confirmation, either party, by stating their intention to do so, in writing may terminate this employment at any time, provided notice period is served as per the Band applicable to you. The company reserves the right to relieve you earlier with mutual understanding or may require you not to be present in its premises during such notice periods. if you do not provide the requisite notice, the company shall have right to withhold all payments and documents due to you.

 **Leaves:** You will be eligible for leave as per company policy per year on confirmation of your employment with the company. Notice period cannot be compensated with pending leaves. Long leaves, in case of emergencies, during the notice period, may require extending the notice period based on the mutual understanding between the employee and the Reporting Manager. The employees deployed at client site, at any given time during their employment with DEV IT, will follow the Leave calendar of the client.

## 5. Company Faith Retention Clause for Personnel

Normally, it is expected that the confirmation status is awarded to personnel at the end of 6 months of probation. The company shall deduct 12.5% of your monthly considerations as Company Personnel Faith Retention amount up to 8 months, which will be non‐interest bearing. The said personnel faith retention amount will be retained till two years from the date of joining and would be reimbursed at the end of second year. Alternatively, if personnel so wish, then he/she can provide an account payee undated cheque duly signed and issued in the name of Dev Information Technology Ltd bearing the amount equivalent to one‐month salary which shall not be deposited in the account till the period of two years from the date of joining unless the employee decides to relieve himself from the assigned duties before the stipulated period of two years. The said amount or cheque is retained to safe guard the Company’s work / particular project or set of projects related business interests of the company while it is executing various work and projects based on the word given by personnel.

Hence in such cases company would retain the amount to compensate the business damages that company incurs, levied as per terms with the client due to such sudden exit of personnel.

## 6. Full time employment

Your position is a full‐time employment with the Company and you shall devote yourself exclusively to the business and interests of the company.

You will not take up any other work for remuneration (part time or otherwise) or work in an advisory capacity, or be interested directly or indirectly (except as shareholder / debenture holder), in any other trade or business during your employment with the company, without permission in writing of the Board of Directors of the Company. You will also not seek membership of any local or public bodies without first obtaining specific permission from the Management. Further you will not engage in any activity that will be prejudicial and detrimental to the interests of the company. In case you are found guilty of not abiding by this clause, the company will take strict action which may lead to termination or a legal action also.

While you may be given your primary time slot for attending and carrying out the office work on your joining but due to project requirements this time slot can vary especially in case if you are part of 24\*7 support team or overseas client software development team. In such a scenario you will have to inform your reporting team senior well in advance officially and work out a mutually acceptable solution in case if you are occupied with circumstances which are personal in nature and or academics as part of further studies during your non‐working hours.

**7. Allowances:** You may please note that all your office related travels, lodging and boarding would be reimbursed as per actual or as per the projects. Further please note that mobile number would be part of the company user group facility and hence the expenses for the same would be worked out based on mutually agreed upon cap with the management. The details of the same would be shared and communicated with you officially from the management / HR’s Email id.

## 8. Confidentiality

You will not, at any time, during the employment or after, without the consent of the Board of Directors disclose or divulge or make public, except on legal obligations, any information regarding the Company or its affiliated companies , including but not limited to trade secrets , proprietary technical data , specifications and methods of development affairs or administration or research carried out, whether the same is confided to you or becomes known to you during your service or otherwise. Such information shall always, remain the property of the company.

8.1 Except with the prior written consent of the Chairman or the director on the board of director of the company, you shall not remove or make copies or electronically transmit / transfer or otherwise make available or provide or disclose or publish any documents, files, records, correspondence, notes or other papers, information, explanation data, commercial information, etc. belonging to or otherwise related to the business of the company.

8.2 As and when required by the company, you shall conduct research / development in development processes, techniques, technology belonging to the company and the same shall be performed to the best of your abilities, with help of the resources supplied by the company. All the rights, title, interests, including intellectual property rights, such as patents , trademarks, trade secrets, copy right, etc in any improvement , modification alteration, development , research, invention, undertaken by you or under your guidance advise and control , during the course of your employment with the company , shall be under supervision, control, guidance , permission, knowledge of the director overseeing your department or chairman of the company and you shall regularly inform them in writing about your assignments / progress in your performance .

8.3 You will treat all the matters stated above pertaining to the Organization's business interests with utmost confidentiality and such confidentiality must be maintained during your employment with the Organization and thereafter. In failure to do so, your services may be terminated or a legal action may be taken, as may be deemed fit by the organization.

## 9. Intellectual Property

If you conceive any new or advanced method of improving designs/ processes/ formulae/ systems, etc. in relation to the business/ operations of the Company, such developments will be fully communicated to the company and will be, and remain, the sole right/ property of the Company.

## 10. Responsibilities & Duties

Your work in the organization will be subject to the rules and regulations of the organization as laid down in relation to policy that is laid down, conduct, discipline, and other matters as may be framed by the organization from time to time. You will always be alive to responsibilities and duties attached to your office and conduct yourself accordingly. You must perform effectively to ensure results. Negligence of duty can lead to termination of services or necessary action may be taken as deemed fit by the Management.

## 11. Past Records

If any declaration given, or information furnished by you at the time of joining the company proves to be false, or if you are found to have willfully suppressed any material information or willfully misrepresented information about yourself or your past employments and work experiences, in such cases, you will be liable for removal from services without any notice.

**12. Date of Birth:** The date of birth declared by you is **18/10/1992** and you will be bound by such date of birth in all service matters with the Organization.

## 13. Retirement

The retirement age is **58 years.** You will retire from the employment of the Company at the end of the month in which you attain 58 years of age or earlier if found medically unfit. However, it will be open for the company to determine the employment at any time in the event of your becoming, from any cause, incapacitated by any period longer than three months from properly discharging your duties due to any health issues (of which company shall be the sole judge)

## 14. Termination of employment

14.1 During the probationary period and any extension thereof, your services may be terminated on either side by giving one month’s notice.

14.2 However, on confirmation the services can be terminated by you giving the notice period applicable to you as per the Band; one‐month notice (for Band F‐E) / two‐month notice (for Band D‐C) / three months’ notice (For Band B‐A). However, if the company terminates your services, for reasons other than mentioned in clause 14.3 and 14.4, it will pay the notice period pay as per the Band applicable to the employee.

14.3 If it’s discovered that you are guilty of dishonesty, fraud, theft, disorderly behavior, negligence indiscipline, absence from duty without permission, withholding any personal information in the Application form of any other conduct considered by us as not in our company business interest or of violation of one or more terms of this letter, your services may be terminated immediately and no notice shall be required.

14.4 However, in the event of your being guilty of misconduct or inattention or negligence in the discharge of your duties or in the conduct of the Organization’s business, or such misdemeanor which is likely to affect, or affects the reputation of the Organization’s working or of any breac h of the terms and conditions herein, the Organization reserves its right to terminate your services at any given point of time, with immediate effect, without any compensation or notice.

In case of failing to withhold either of the above from your side, the company will not release last month’s salary, personnel faith retainer amount or relevant cheque if in possession of the company would be encashed to appropriate the business damages that company may incur due to sudden exit. Also, necessary relieving certificates will be withheld in case the notice period is not served.

The personnel who fails to honour the notice period clause stated in this document in totality or any deviation in the same agreed upon during the mutual discussion of the personnel with the company, then the company may levy penalty on the personnel to the amount equivalent to the damages incurred by the company as a part of breach of SLA penalty from a client or set of clients on account of the personnel not honouring the said notice period and not performing the duties or not fulfilling the set of duties agreed upon before taking up the project in consideration with the personnel in question. If the penalty in such scenario is not paid by the personnel, then company holds the rights of withholding relevant relieving documents to the personnel as well as may invoke suitable legal actions to safe guard company’s business interests as well as financial damages.

Upon termination of employment, you will be required to immediately hand over to the Company all correspondence, specifications, formulas, books, documents, market data, cost data, drawings, Company Property / items Such as Laptop, Pendrive, Portable hard drive etc or records related to its business and shall not retain or make copies of these items.

1. **Gift Policy:**

It is a corporate policy that, the Organization's employees do not accept any gift, present, articles, commission or any other incentive from any external agencies, still however, if you receive any such things, you shall report the same to the Organization immediately and hand it over to Organization.

1. You will undertake, that while in the employment of the Organization, and even after getting relieved from the Organization, for any reason whatsoever, you will: 16.1. Keep confidential and not disclose to any unauthorized persons
   * 1. All Organization information, business and financial interests,
     2. Organization intelligence, consisting of sensitive research, either acquired or in the process of being carried out,
     3. Technical capability and diagram & Map.
     4. Commercial intelligence disclosed to you and/ or acquired by you in the course of your employment.
   1. Not employ, use and/ or engage the confidential information for any purposes other than the business of the Organization and only during your employment with the Organization.
   2. Solicit or endeavor to entice any employee or person involved, directly or indirectly, from any of the Organization's operations.
   3. Urge directly or indirectly, any consultant, client or references of clients, customers or any other entity doing business in any way with the company or any affiliate of the company as the case may be, or not to do business with the company or such affiliate of the company. In case of such an offence where a damage to the companies’ goodwill or its associates or partners or clients is committed, the company reserves the right to withhold all payments and further take legal action as must be deemed necessary to recover the loss of claims from your end.

1. **Medical Fitness**

This appointment is subject to your being, and remaining physically and mentally fit.

## 18. Other Aspects

This appointment letter would be read along with company No Compete and NDA terms. Your kind selves will abide by the No Compete & NDA documents of the company as attached herewith in the Annexure 1 and 2 by duly signing the same.

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## 19. Indemnification

You shall indemnify and hold the company harmless against any consequences including action, claims, damages, loss, expenses (including attorney’s fees and legal costs) arising from the breach of any of the terms of your employment.

**20.** This letter constitutes the entire understanding between you and the Organization relating to your employment by the Organization and supersedes and cancels all prior written and verbal agreement and understandings with respect to the subject matter of this appointment. This appointment letter may be amended by a subsequent written agreement between you and the Organization. Amendments to the above terms and conditions, if any will be made in writing.

Any disputes between you and the Organization of whatsoever nature will be subject to the appropriate court in Ahmedabad Jurisdiction only. However, both you and the company will try to resolve such dispute(s) amicably for at least 30 days commencing from the date of receipt of a written notice of such a dispute.

You are requested to send us a duly signed and dated copy of this letter in token of having accepted of the terms and conditions contained therein.

We welcome you to our Organization and trust your association with us will be a long and happy one.

Wishing you All the Very Best.

Please confirm your acceptance of the appointment on the above terms and conditions by signing and returning copy this letter for our records.

Yours Faithfully,

For, DEV Information Technology Ltd.**,**



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**ANNEXURE ‘A’: COMPENSATION DETAILS (Salary & applicable benefits)**

## Name: Krunali Gohil Designation: Sr. Softwware Developer (.Net) Emp Code: DKG1011

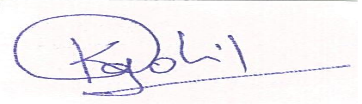
|  |  |  |  |
| --- | --- | --- | --- |
| **Salary** | **Amount (Rs.) Per Month** |  | **Amount (Rs.)**  **Per Annum** |
| Basic |  | 21600 | 259200 |
| Bonus |  | 1799 | 21588 |
| HRA |  | 8640 | 103680 |
| Telephone Allowance |  | 1512 | 18144 |
| Special Allowance |  | 4320 | 51840 |
| Uniform Allowance |  | 1728 | 20736 |
| City Compensatory Allowance |  | 3314 | 39768 |
| Education Allowance |  | 287 | 3444 |
| **Gross Salary** |  | 43200 | 518400 |
|  |  |  |  |
| **Deduction** |  |  |  |
| Employee PF 12% |  | 1800 | 21600 |
| PT |  | 200 | 2400 |
| **Net Salary** |  | 41200 | 494400 |
| Employer PF 12% |  | 1800 | 21600 |
| **CTC** |  | 45000 | 540000 |

**Note:**

* It is expected that individual compensation package would not be shared with other personnel  The above compensation structure is subject to change without affecting emoluments adversely.
* Applicable tax would be borne by the personnel.

I the undersign have read the terms and conditions of this letter of appointment and confirm my acceptance of the same out of my free will and accord.

Employee Name: Krunali Gohil

Employee Signature : 

ANNEXURE: 1 it contains Non‐Disclosure Agreement which needs to be read with this Appointment Letter.

ANNEXURE: 2 it contains No ‐ Compete Agreement which needs to be read with this Appointment Letter.

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