

# **INDIA NON JUDICIAL**

# **Chandigarh Administration**



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Description of Document

**Property Description** 

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

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REAL CRAFT TECH PVT LTD GOURAV MANCHANDA

Article 5 Agreement or Memorandum of an agreement

EMPOYMENT AGREEMENT BETWEEN CROVE INC AND GAURAV MALIK

SHCIL S

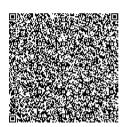
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**CROVE INC** 

**GAURAV MALIK** 

**CROVE INC** 

(Twenty Three only)



## SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT AT WWW.SHCILESTAMP.COM

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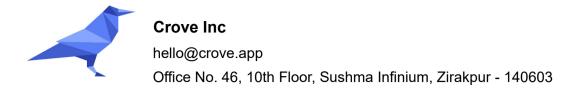
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#### Statutory Alert:

- The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
   The onus of checking the legitimacy is on the users of the certificate.
- 3. In case of any discrepancy please inform the Competent Authority.





### **EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") is made on **2nd day of January, 2022** at **Chandigarh**, **Chandigarh** 

#### BY AND BETWEEN

Crove Inc, having its registered address at Office No. 46, 10th Floor, Sushma Infinium, Zirakpur - 140603 (the "Employer") represented by Gourav Manchanda...(hereinafter referred to as the "Company" or "Employer", which expression shall, unless repugnant to the meaning or context hereof, be deemed to include all permitted successors and assigns),

#### **AND**

Gaurav Malik Son/Daughter of Narender Singh Malik resident of B 606, Aerohomes, Zirakpur - 140603...(hereinafter referred to as the "Employee", which expression shall, unless repugnant to the meaning or context hereof, be deemed to include all permitted successors and assigns).

**WHEREAS**, the parties involved desire to establish this Agreement in order to clearly outline and establish the terms and conditions governing the Employee's engagement with the Company.

**IN CONSIDERATION** of the promises and other good and valuable consideration the Company and the Employee hereby mutually pledge and consent to the following terms and conditions:

- 1. Employment: The Employee agrees that he will at all times faithfully, industriously, and to the best of his skill, ability, experience and talents, perform all of the duties required of his position. In carrying out these duties and responsibilities, the Employee shall comply with all Employer policies, procedures, rules, and regulations, both written and oral, as are announced by the Employer from time to time. It is also understood and agreed to by the Employee that his assignment, duties and responsibilities, and reporting arrangements may be changed by the Employer in its sole discretion without causing termination of this agreement.
- 2. **Position Title:** After execution of this agreement, the employee will be placed as a **Chief Marketing Officer**, the Employee is expected to carry out the enumerated responsibilities in a professional manner, while also remaining open to performing tasks beyond those specifically mentioned.
  - Handle all Marketing Campaigns
  - Lead Performance Marketing Team
  - Lead SEO Team

### 3. Compensation

- a. As full compensation for all services provided the employee shall be paid at the rate of ₹18,00,000.00 per annum. Such payments shall be subject to such normal statutory deductions by the Employer.
- b. The salary mentioned in paragraph (3)(a) shall be reviewed on an annual basis.
- c. All reasonable expenses arising out of employment shall be reimbursed assuming same have been authorized prior to being incurred and with the provision of appropriate receipts.
- 4. **Vacation:** The Employee shall be entitled to vacations in the amount of **24** days.
- 5. **Probation Period:** It is understood and agreed that the first **30** days of employment shall constitute a the probationary period during which period the Employer may, in its absolute discretion, terminate the Employee's employment, for any reason without notice or cause.

6. **Performance Reviews:** The Employee will be provided with a written performance appraisal at least once per year and said appraisal will be reviewed at which time all aspects of the assessment can be fully discussed.

## 7. Obligations of the Employee

- a. Upon the agreement's execution, the Employee is required to abstain from all forms of theft, fraud, misrepresentation, or any other illicit activity, regardless of whether it occurs within the employment premises or extends beyond. In the event of engaging in such actions, the Employee assumes full responsibility for any ensuing consequences, as the Company shall not be held accountable for actions taken at the Employee's own discretion.
- b. The Employee commits to refraining from engaging in theft of the Employer's property and from attempting to defraud the Employer by any means.
- c. Throughout the employment term, the Employee shall abstain from undertaking part-time or full-time employment, consultations with external entities, or involvement in other business activities.
- d. The Employee is obligated to conduct themselves in accordance with all Company policies, encompassing but not limited to policies concerning Leave and Sexual Harassment.
- e. The Employee is expressly prohibited by the Employer from engaging in any form of sexual harassment within and around the workplace. The Employee commits to refraining from any acts of sexual harassment during the course of their employment. Should the Employee breach this provision, sole accountability rests with the Employee for their actions, with the Employer absolved of responsibility for any illicit conduct carried out at the Employee's discretion.
- 8. Intellectual Property Assignment: The Employee acknowledges that any work, including but not limited to inventions, designs, ideas, concepts, drawings, working notes, and artistic works, that the Employee conceives or develops individually or jointly during the term of Employment are considered "works made for hire." To the fullest extent permissible by law, the Employee hereby assigns to the Employer all rights, title, and interest in and to the Intellectual Property created, improved, developed, discovered, or written in such works. Upon the Employer's request, the Employee agrees to execute necessary documents to transfer ownership to the Employer.

9. **Competing Business:** Throughout the Term of this Agreement and for one (1) year following its termination, the Employee agrees not to partake in any employment, consulting, or other activities related to the Employer's business, proposed business, or business interests, without prior written consent from the Employer.

### 10. Confidentiality

- a. The Employee recognizes that their role may grant them access to confidential information regarding the current and planned financial status and activities of the Employer. The Employee acknowledges that disclosing such confidential information to the Employer's competitors would significantly harm the Employer's interests. The Employee acknowledges and accepts that preserving the confidentiality of trade secrets, source code, website data, business strategies, client details, and other proprietary information is a proprietary right the Employer is entitled to protect.
- b. In accordance, the Employee agrees that during the agreement's duration, they shall not, under any circumstances, reveal such confidential information to any individual, firm, or entity. Nor shall they utilize the information except when necessary in the regular course of their duties. This obligation continues even after employment termination, prohibiting any disclosure or utilization of confidential information.
- c. Additionally, any intellectual property generated by the Employee during their employment, whether within the scope of their duties or related to a specific domain, becomes the property of the Employer, and the necessary rights to retain it are vested in the Employer. Post-employment, the Employee shall not assert rights over the created intellectual property. All source code, software, or other intellectual property, including but not limited to website design and functionality, created by the Employee in the course of their employment under this Agreement, unequivocally belongs to the Employer.
- 11. **Remedies:** Should the Employee at any point substantially breach any of the commitments or agreements stipulated in paragraphs 7 to 10, the Company reserves the right to discontinue all obligations concerning subsequent payments as outlined in this Agreement. The Employee recognizes the substantial harm that the Company would incur due to a violation of paragraph 7 to 10 and concurs that the Company possesses the entitlement to seek an injunction preventing the Employee from engaging in actual or potential breaches of paragraph 7 to 10. The Company may also pursue other equitable remedies as deemed appropriate, without necessitating the provision of any bond or alternative security.

### 12. Termination

- a. The Employee may at any time terminate this agreement and his employment by giving not less than 30 written notice to the Employer.
- b. The Employer may terminate the employment of the Employee at any time without the requirement to show sufficient cause provided the Employer pays to the Employee an amount equal to 1 month's salary. This payment shall constitute the employee's entire entitlement arising from said termination.
- c. The employee agrees to return any property of **Crove Inc** at the time of termination.
- 13. **Laws:** This agreement shall be governed by the laws of the Union of India and laws, bye-laws, notifications, circulars of the state of **Chandigarh**.
- 14. Successors: This agreement is transferable by the Employer to any succeeding employer and shall remain legally binding for the successor employer. The Employer undertakes to ensure that the successor employer upholds the terms of this agreement with the same commitment as if it were the original contracting party.
- 15. **Entire Agreement:** This agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the employment of the Employee by the Employer and shall be amended or modified only by written instrument signed by both of the parties hereto.
- 16. **Severability:** The parties hereto agree that in the event any article or part thereof of this agreement is held to be unenforceable or invalid then said article or part shall be struck and all remaining provision shall remain in full force and effect.

**IN WITNESS WHEREOF** the Employer has caused this agreement to be executed by its duly authorized officers and the Employee has set his hand as of the date first above written.

Gaurav Malik

Gaurar Malik

**Employee** 

Gourav Manchanda
Gourav Manchanda for Crove Inc