

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 01/10/2019

Certificate No. GOA2019JU2048

GRN No. 58013964



Stamp Duty Paid : ₹ 101
(Rs. Only)
Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: V Two Maritime

H.No/Floor : H3310gf

Sector/Ward : 26a

LandMark : Dif city phase 1

City/Village : Gurgaon

District : Gurgaon

State : Haryana

Phone: 99*****03



Buyer / Second Party Detail

Name : Csdirekt

H.No/Floor : 24107

Sector/Ward : 000

LandMark : 2nd floor

City/Village: West Patel nag

District : New delhi

State : New delhi

Phone : 98*****43

Purpose : Contract between v2maritime and CS Direkt

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashty.nic.in>



CONTRACT FOR SERVICES

This Contract is made and entered into on the 01st day of October 2019 by and between:

C S Direkt Events and Exhibitions Private Limited, a company incorporated in India under the provision of the Companies Act 1956 and having its registered office at **24/107, 11nd Floor, West Patel Nagar, New Delhi - 110008** (hereinafter referred to "**CSD**" which expression shall mean and include unless repugnant to the context its successors and assigns) of the First Part;

AND

V2Maritime LLP, a limited liability partnership having its office at **H-33/10, GF & FF2 DLF City, Phase-1 Gurugram Haryana 122002** (hereinafter referred to as "**V2Maritime**" which expression shall mean and include unless repugnant to the context its successors and assigns) of the Other Part.

CSD and **V2Maritime LLP** shall hereinafter be individually referred to "**Party**" and collectively referred to herein as "**Parties**".

WHEREAS:

- 1) CSD is in the business of providing Events management, product launches, promotions, outbound conferences, exhibition, stall design and fabrication services.
- 2) V2Maritime LLP is the service provider in the field of inland waterways, maritime consultancy.
- 3) CSD wishes to work with V2Maritime for their upcoming project, '550 Years Celebrations' to be held from 15th October to 08th December 2019 at Sutlej River and Beas River at various locations across Punjab (herein after referred to as the "Project").
- 4) CSD has hired V2Maritime as Marine Consultant for Pontoon management for the aforesaid Events at Sutlej River and Beas River at various locations across Punjab.
- 5) In the course of discussions and negotiations for the Project and also during the course of the Project, each Party may disclose to the other Party certain technical, business and/or other information, which is non-public, confidential and / or proprietary.



NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Definitions

- 1.1. "Confidential Information" shall mean as against each Party to this Agreement all information of a confidential nature relating to the other Party disclosed during the term of this Agreement. Such information shall include, without limitation, samples, drawings, engineering or operational information, financial information, costing and pricing information, customers, policies and procedures. Such Confidential Information may be supplied as an actual sample, in writing, through discussions, in the form of drawings or through observations at a manufacturing facility.
- 1.2. "the Disclosing Party" shall mean the Party disclosing any particular item of Confidential Information (or, where appropriate, the Party about whom such Confidential Information relates to).
- 1.3. "the Recipient" shall mean in relation to any particular item of Confidential Information the Party which receives such information pursuant to this Agreement, or otherwise obtains such information.

2. Costing and Payments

- 2.1 The total amount payable to V2Maritime is Rs Seventeen Lakhs exclusive of GST (Rs 17,00,000/-). The cost includes the travel to and from Punjab, food and stay of all the crew involved in the project. Travel costs within Punjab for all the crew to be borne by CSD.
- 2.2 CSD will remit the amounts to V2Maritime as per the below given schedule:

S. No.	Description and Date	Total (In Rs.)
1.	20% Advance along with Purchase Order	3,40,000
2.	20% before 31 st October 2019.	3,40,000
3.	20% before 15 th November 2019.	3,40,000
4.	20% before 30 th November, 2019	3,40,000
5.	20% before 30 th January 2020.	3,40,000

- 2.3 The Parties agree that V2Maritime will take special written approval from CSD on any additional requirements over and above the approved costing / PO.
- 2.4 V2Maritime will provide proper Invoices for all the aforesaid payments within 15 days of the completion of the work.



TDS deduction

- 2.5 CSD agrees and undertakes to make the full payment to V2Maritime as per the above payment schedule subject to the provisions of Clause 3.5.

3. **Terms and Conditions**

- 3.1 This Agreement shall be effective from the 30th day of September 2019 and shall continue to be in full force and effect for a period of 90 days or till the date event is completed ("**Term**").

11/8/19

- 3.2 V2Maritime agrees that it will provide the aforesaid services as per the details below: -

- a) V2Maritime will provide an Overall Project Leader who will be fully responsible for both the pontoons and their movements in the river. He will be a single point of interface between the Marine Team and CSD and provide daily site updates to the designated project leader from CSD. He will supervise the initial set up, post installation of pontoons, personally and be present for the inaugural event at Rupnagar and should monitor on daily basis for the full tenure of the event. The Overall Project leader, prior to the set-up of pontoons, will be responsible to do the recce of both rivers along with Lalit Kumar Aggarwal of CSD to check that the depth of water, width of river, its water current etc. on each location for berthing of pontoon by anchors near the shore.
- b) V2Maritime will provide a Project Head each at Pontoon 1 & 2 who shall be an experienced Naval / merchant navy person with good prior experience of handling the boats/ships and is conversant with anchoring/ floating/movement of boat/pontoon from place to place and supervising the crew. They will be guiding the boat master and be responsible for movement of pontoon from one location to another location. They will also be responsible for safety and other measures which may be required on pontoons/boats in consultation with Overall Project Leader.
- c) The Project Heads will coordinate with all the team members of their designated pontoons and associated boats. He will monitor every movement of the pontoons in person. V2Maritime will develop and provide a Reporting format which has to be complied with to ensure all parties are kept informed at all times. In case of any doubt or deviation from the planned movement, the Project Head will escalate the same to the Overall Incharge.
- d) V2Maritime agrees to provide two (2) Supervisor in Sutlej River and (two) 2 Supervisor in Beas River – one supervisor during the day and another during the night for each pontoon. The Supervisor should be an experienced boat handler in inland waterways/ rivers. They will be responsible for the following:
 - They will be on boats/pontoons during the movement in the river as well as the event set up and / or dismantling on the pontoons.
 - They will be responsible for ensuring that no one boards / is present on the boats/pontoons without putting on a life jacket.
 - In case of any mis-happening / incident / accident or in the event anybody falls into the river; they shall be responsible for initiating the rescue operation.
 - They will be responsible for assisting the Project Head of pontoon/boat for anchoring/ heaving of anchors.
 - They will also be responsible for taking care of safety of boat/pontoons to ensure no unauthorized person/boat is allowed around the pontoon before, during or after the



event. They will be responsible for navigation of the boat and will do the route survey prior to movement of the pontoon to the designated spot in coordination with the Project Head. Thereafter, the pontoon movement would be undertaken as and when required. The team will handle the anchoring of the pontoon.

- The Supervisor will maintain continuous communication through mobile phone with the Project Leader, especially when the pontoon movement is taking place.
- 3.3 All personnel safety measures, including the insurance for its Overall Incharge, Project Incharge, Supervisor and Handlers, employees, contractor, agents etc while in and around the Pontoons in the river will be the responsibility of V2Maritime and CSD will not be held responsible for any mishappening, or accident before, during or after the event including due to the sinking or leakage of Pontoons.
- 3.4 V2Maritime has to ensure that its teams, as detailed above are present at the site(s) during the whole event from 15th October to 08th December 2019 excluding the two Project Heads who would be available only till 30th November. The two Project heads will also not be available on site during the holidays between 26th October and 12th November. All Safety equipments for the team while working like helmets, reflective life jackets etc. will be provided by V2Maritime.
- 3.5 The management and the movement of the pontoons in Sutlej and Beas river shall be undertaken by V2Maritime to the best of its capabilities with due diligence and the experience of their maritime background. However, if due to any **negligence, act or omission on part of V2Maritime or deficiency of services by V2Maritime as elaborated under this agreement**, any damage to CSD's reputation or business is caused, CSD retain its rights to impose 25% penalty of the contract value as damages without demur to CSD. If there is any dispute in defining the deficiency of service or negligence, act or omission on part of V2Maritime as mentioned above, the matter will be referred to an arbitrator as defined in clause 17 of this Agreement.

4. **Confidentiality Obligations**

In consideration of the Disclosing Party agreeing to disclose Confidential Information to the Recipient, the Recipient shall (and will procure that all persons associated with it, whether as directors, employees, consultants, representatives, advisors or otherwise):

- 4.1 keep all the Confidential Information strictly confidential;
- 4.2 use such Confidential Information only for the purpose for which it was disclosed and shall not use or exploit (commercially or for any other purpose) such confidential Information for its own benefit or for the benefit of another party without the prior written consent of the Disclosing Party;
- 4.3 not duplicate in any manner any Confidential Information furnished in tangible form except for the purposes of this Agreement without the prior written consent of the Disclosing Party;



- 4.4 restrict access to any Confidential Information to such of its employees, consultants, representatives, advisors and agents who need to know such information for the purposes of approving, evaluating or otherwise participating in the Project and ensure that such employees, consultants, representatives, advisors and agents are fully aware of and agree to be bound by the terms of this Agreement in writing, prior to disclosure of such information to them;
- 4.5 not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party and in the Events that such disclosure is permitted the Recipient will ensure that such third party is fully aware of and agrees to be bound in writing by the terms of this Agreement;
- 4.6 be obligated to keep the Confidential Information confidential even after the expiry of this contract or after the completion of the Project.
- 4.7 be responsible for any breach of any of the undertakings contained in this Agreement, by any of its directors, employees, consultants, advisers, agents and representatives.

5. Exclusions

The obligations and requirements set out in this Agreement will not apply to the use and disclosure of the information which:

- 5.1 at or after the time of disclosure or acquisition is in the public domain in the form supplied otherwise than through a breach of this Agreement by the Recipient; or
- 5.2 has been independently developed by the Recipient; or
- 5.3 was lawfully within the possession of the Recipient prior to its disclosure to the Recipient by or on behalf of the Disclosing Party provided that the Recipient had no reason to believe that the Recipient was legally obligated to keep the same confidential; or
- 5.4 the Recipient is required to disclose by any court of competent jurisdiction or any Government agency lawfully requesting the same provided that the Recipient notifies the Disclosing Party in advance of such disclosure; or
- 5.5 is approved for release by a prior specific written authorization from the Disclosing Party.

6. Termination

CSD reserves the right to cancel the contract at its discretion and in such an event, CSD will reimburse V2Maritime for all the expenses already incurred.



V2maritime reserves the right to withhold "Services", if payments are not made by the due dates. The Pontoons, Boats etc shall not be overloaded over and above the designed Loads. Notwithstanding anything in this agreement, if the short coming is not rectified within 48 hours, V2maritime reserves the right to withdraw its service.

7. Property Rights

The Recipient agrees that Confidential Information provided by the Disclosing Party is and shall remain the exclusive property of the Disclosing Party and the Recipient will not acquire by implication or otherwise any right in title to or license in respect of any Confidential Information supplied by or on behalf of or relating to the Disclosing Party.

8. Consequences of Breach of Confidential Agreement

- 8.1. The Parties acknowledge that in the event that any provision of this Agreement is violated by the Recipient, the affected Disclosing Party will suffer immediate, irreparable and incalculable damages and the affected Disclosing Party shall be entitled to specific performance of this Agreement and to injunctive relief against the offending Recipient to prevent the disclosure or unauthorized use of the Confidential Information.
- 8.2. Nothing contained herein shall restrict the rights of the affected Disclosing Party to pursue any other remedy at law or in equity with respect to such breach.

9. Indemnities

- 9.1 Personnel of V2maritime - V2Maritime agrees to indemnify and hold harmless CSD and its employees in full against any loss, liability, costs (including legal costs) or damages as a result of any claim, proceeding or action brought against CSD or its employees by any third party and which relates to the safety of its Personnel of v2maritime, namely the Overall Incharge, Project Incharge, Supervisor/s and Handler/s, employees, contractor, agents etc. This includes without any limitation, any claim against CSD for loss of life or injury to any Personnel of v2maritime during the transportation and operation of the Pontoon or any other time before, during or after the event.
- 9.2 V2Maritime shall fully indemnify and keep CSD indemnified (to the extent of all benefits and awards, cost of litigation, disbursements and reasonable attorney's fees that CSD may incur in connection therewith) from any claims, actions, suits, injuries (including death), causes of action, penalties, interest, additional taxes, demands and expenses awards asserted or brought against CSD due to any act of V2Maritime and any of the followings acts:
- a) by Personnel of v2maritime, namely the contingent worker/ employees/ personnel/ sub-contractors/ agents etc. for workers' compensation benefits, wages, perks, benefits of any kind, medical claims, damages for any reason and under any theory of liability; and / or



- b) by a Customer/ third party for any act or omission of V2Maritime / personnel; and / or
- c) by any third party against V2Maritime and/ or any of V2Maritime's employees/ agents/ subcontractors, etc, as a result of V2Maritime's contingent worker/ employees/ personnel/ sub-contractors/ agents/ personnel discharge of their obligations under this Agreement; and / or
- d) and caused by or resulting from the failure of V2Maritime to fully comply with applicable laws, statutes, regulations or governmental directives which regulate the performance of the provisions of liability for loss or damage of any kind suffered by any third party caused by any act or omission or breach of this Agreement by V2Maritime including negligent or willful conduct of V2Maritime or its personnel arising out of its performance under this Agreement; and / or
- e) by a third party regarding any breach of intellectual property rights.

10. **Cancellation**

If the Project is cancelled for any reason, V2Maritime will immediately refund to CSD money paid by CSD towards execution of the same, post deduction of payments for the work already done till date and the consulting charges. It is clearly understood by both the Parties that should the announced dates of the Project be re-scheduled, the duly agreed rescheduling shall not lead to or be deemed as cancellation unless Parties hereto are not able to agree for a rescheduled date within a period of 60 (sixty) days from the date as originally agreed to in which case entire or proportionate amounts paid by CSD shall be refundable by V2Maritime forthwith.

11. **Force Majeure**

- 11.1. Neither party shall be in breach of this Agreement if there is any total or partial failure of performance by it of its duties and obligations under this Agreement occasioned by any act of God, fire, flood, theft, burglary, act of government or state, war, civil commotion, insurrection, embargo, epidemic, prevention from or hindrance in obtaining any raw materials, energy or other supplies (beyond that party's reasonable control), labour disputes of whatever nature (each an "**Events of Force Majeure**").
- 11.2. The Party relying on this clause (the "Claiming Party") shall not be deemed to be in breach of this Agreement or otherwise liable to the other party (the "Non-claiming party") for any delay in performance or any non-performance of any obligations under this Agreement (and the time for the performance shall be extended accordingly) if and to that extent that the delay or non-performance is due to an Events of Force Majeure provided that the Claiming Party could not have avoided the effect of the Events of Force Majeure by taking precautions which, having regard to all matters known to it before the occurrence of the Events of Force Majeure and all relevant factors, it ought to have taken but did not take; and the Claiming Party has used its



best endeavors to mitigate the effect of the Events of Force Majeure and to carry out its obligations under this agreement in any other way that is practicable.

- 11.3 The Claiming Party shall promptly notify the Non-claiming Party of the nature and extent of the circumstances giving rise to the Events of Force Majeure in writing, within 72 hours, and the operation of this agreement shall be suspended during the period (and only during the period) in which the Events of Force Majeure continues. Forthwith upon the reason ceasing to exist, the party relying upon it shall give written advice to the other of this fact.
- 11.4 If the Events of Force Majeure in question prevail for a continuous period in excess of 30 days after the date on which it began, the Non-claiming Party may give notice to the Claiming Party terminating this agreement. The notice to terminate must specify the termination date, which must be not less than seven days after the date on which the notice to terminate is given. Once a notice to terminate has been validly given, this agreement will terminate on the termination date set out in the notice. Neither party shall have any liability to the other in respect of termination of this agreement due to events of Force Majeure, but rights and liabilities which have accrued prior to termination shall continue to subsist.

12. Intellectual Property Rights

- 12.1 This Agreement shall not affect the respective Intellectual Property rights vested in the Parties to the Agreement. Intellectual property shall mean all forms of intellectual property rights subsisting under any law or equity and all analogues rights subsisting under the laws of all jurisdictions and shall include any product or process of the intellect including patents, trademarks, copyrights, designs or otherwise such as an invention, or derivate work of the same expression or literary creation, unique name, trade secrets, business method, database, industrial process, computer program, source code, process, presentation, etc.
- 12.2 V2Maritime shall at all times recognize the validity of the Trade Mark and ownership of the Trademark C S Direkt and CSD and will not at any time put in issue the validity or ownership of the Trademark C S Direkt and CSD. It also agrees not to misuse the trade marks C S Direkt and CSD or any variation or extension of the said marks in any manner whatsoever.

CS Direkt shall at all times recognize the validity of the name and ownership of v2maritime and will not at any time put in issue the validity or ownership of the v2maritime. It also agrees not to misuse the trade marks v2maritime or any variation or extension of the said name & marks in any manner whatsoever. CSD however retain the right to use V2maritime's name and mark for the purpose of describing the services provided to CSD by V2maritime and for other fair use purposes.



13. **No Waiver**

Any failure by either Party in exercising any right power or privilege hereunder shall not act as a waiver hereunder nor shall any single or partial exercise hereof preclude any further exercise of any rights, power or privilege by such party.

14. **Entire Agreement**

This Agreement constitutes the entire understanding between the Parties and may not be amended or modified, in whole or in part, except by an agreement in writing signed by both Parties.

15. **Notices**

Any notices, demand or other communication given or made under this Agreement shall be in writing and shall be deemed to have been duly given if delivered at, or sent by- Post; or registered post; or facsimile or other electronic media to the address hereinafter mentioned: -

i) **For CSD**

Name: Mr. Sanjeev Pasricha
Address: 24/107, IInd Floor,
West Patel Nagar,
New Delhi - 110008
Email: sanjeev@csdirekt.com

ii) **For V2Maritime LLP**

Name: Capt. Sanjeev Kumar
Address: 216, Bestech Chamber, Sushant Lok-1
Gurgaon, 122002, Haryana
Email: Sanjeev.kumar@v2maritime.com

16. **Compliance with Laws**

Parties shall perform their obligations under this Agreement in strict compliance with all laws, rules, regulations, notifications and guidelines as may be applicable to them from time to time. V2Maritime will be responsible for taking insurance of the Overall Incharge, Project Incharge, Supervisor and Handlers personnels, employees, contractor, agents etc whereas any permissions from the relevant authorities which falls within the scope of its work shall be undertaken by CSD.



17. Arbitration, Governing Law and Jurisdiction




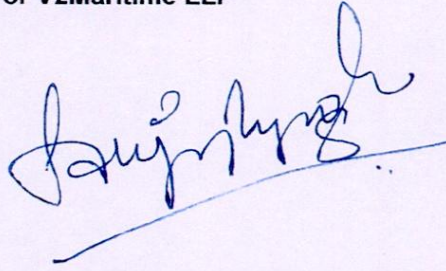
In case of any dispute between the parties, the parties will refer the dispute to an Arbitrator mutually appointed by the parties and the decision of the arbitrator shall be final and binding.

This Agreement shall be governed by and construed in accordance with the Laws of the India, without giving effect to any choice of laws and shall be submitted to the exclusive jurisdiction of the Courts of Delhi.

18 Severability


If any provision of this Agreement or part thereof is declared or found to be illegal, unenforceable or void in any respect, the Parties shall negotiate in good faith to agree upon a substitute provision that is legal and enforceable and is as nearly as possible consistent with the intentions underlying the original provision. If the remainder of this Agreement is not materially affected by such declaration or finding and is capable of substantial performance, then that term or provision or part thereof shall to the extent deemed not to form part of this Agreement and the remainder of the Agreement will be enforced to the extent permitted by law.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have caused this Agreement to be executed on the date first written above:

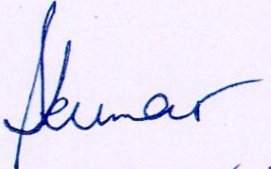
For C S Direkt Events and Exhibitions Pvt. Ltd.	For V2Maritime LLP
  By: <u>Pankaj Kumar</u>	  By: <u>CAPT. SANJAY TYAGI</u>
Its: _____	Its: <u>01. OCT. 2019</u>

Witnesses:

1.


(CHANDAN KHANNA)

2.


(CAPT. SANJEEV KUMAR)