

Dr. Sunit Hazra
 Scientific Chairman
 Association of Orthopaedic Trauma Surgeons
 Flat -1D, Ideal Apartment, Raja Rajendralal Mitra Road,
 Kolkata 700010
 9147084476 | contact@ruedakolkata.com
 GSTIN: 19AAGTA6641R1Z0

Date: 12-Sept-2024

AOOTS, 20-21.12.24 at Taj Taal Kutir, Kolkata.

Dear Dr. Hazra,

Greetings from Taj Taal Kutir, Kolkata!

Further to our discussion regarding your forthcoming event scheduled for 20-21.12.24, we are pleased to summarize arrangements as follows.

EVENT DETAILS:

Date	Timings	Venue	Type of Function	Minimum Guarantee	Seating Style	Per Person Rate (INR)	Minimum Revenue (INR)
20-Dec-24	08:00 -23:30 Hrs	Royal Pavilion	Breakfast	50	Cluster	900 + GST	NA
			Lunch	250		1900 + GST	
		Lawn	Cocktail Dinner	75		2200 + GST	
21-Dec-24	08:00 -17:30 Hrs	Royal Pavilion	Breakfast	40		900 + GST	
			Lunch	200		1900 + GST	

Breakfast Menu Configuration

Usage of Venue for the Specified Period

Session of Tea / Coffee and Cookies
 02 Juices, Breakfast Cereals with choice of milk, Breakfast Pastries
 03 Cut Fruits, 03 Hot Items (02 Indian & 01 Western Selections)
 01 Egg Station, 01 Live Station
 02 Desserts
 200 Ml. bottles of water

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Lunch Menu Configuration

Usage of Venue for the Specified Period

03 types of salads, 01 Curd item, 01 Soup, 02 Vegetarian Main course, 02 Non-Vegetarian Main course (Fish – Chef's Choice & Chicken), 02 Dal, 02 Rice Preparation, Assorted Indian Breads along with all other accompaniments
03 Desserts

200 ML. bottles of water

Dinner Menu Configuration

Usage of Venue for the Specified Period

Pass Around Snacks: 02 Vegetarian and 02 Non-Vegetarian Starters: Fish (Chef's Choice) & Chicken for 90 Minutes of Circulation.

01 Soup, 03 Types of Salad, 01 Curd Preparation, 02 Non-Vegetarian Main Courses: Fish (Chef's Choice) & Chicken, 02 Vegetarian Main Course, 02 Dal, 02 Rice Preparation, Assorted Indian Breads, Other Accompaniments
04 Desserts

200 ML. bottles of water

Liquor will be charged on actual consumption.

Status of Banquets: Currently available, but not blocked till Advance Payment received and agreement is signed.

Minimum Revenue

The minimum venue revenue can be utilized against food and beverages consumed during your event. The deficit will be charged as venue rental and taxed at 18.00 % GST. Minimum revenue is exclusive of applicable taxes, liquor license fee (as applicable), audio visual equipment charges and any other charges not termed as food by the hotel

For morning events: Venue need to be handed over to the Hotel in vacant condition including dismantling by "17:30" hours (as per Hotel agreement).

For evening events: Venue will be handed for the setup once morning event gets over by "18:30" hours (as per Hotel agreement).

Meal composition as agreed. Any change in the menu will be charged additional.
Boneless food and shellfish is not included as part of the menu grid.

Food & Beverages if anything to be on actuals on prior information.

Tax Structure for Banquets



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	CGST	SGST	VAT	Total
Food	9%	9%	N.A.	18%
Soft Beverage	9%	9%	N.A.	18%
Alcohol Beverage	N.A.	N.A.	N.A.	-
Hall Rental	9%	9%	N.A.	18%
Banquet Residual Charges	9%	9%	N.A.	18%

The above tax rates are as per Govt. regulations and subject to change as per Govt. guidelines. The taxes prevailing at the time of the event will be applicable.

Beverage Policy

- All beverages would be charged as per actual consumption
- The liquor service would close at 2300 hrs as per the State Excise Regulations.
- All non-alcoholic and alcoholic beverages need to be purchased from the hotel. We would be happy to offer you Special liquor packages and liquor bottle rates.

Audio Visual

- Audio visual would be as per requirement from the hotel as per the shared list.

BILLING DETAILS

Billing Instructions:

1. We understand the following will be on a direct payment to the booker.
 - A. All banquet related expenses
 Any other expenses to be settled by the guest directly at the point of sale.

Bills to be raised as per below details

Dr. Sunit Hazra
 Scientific Chairman
 Association of Orthopaedic Trauma Surgeons
 Flat -1D, Ideal Apartment, Raja Rajendralal Mitra Road,
 Kolkata 700010
 9147084476 | contact@ruedakolkata.com
 GSTIN: 19AAGTA6641R1Z0

Bills to be sent to the below address

Dr. Sunit Hazra
 Scientific Chairman
 Association of Orthopaedic Trauma Surgeons
 Flat -1D, Ideal Apartment, Raja Rajendralal Mitra Road,
 Kolkata 700010
 9147084476 | contact@ruedakolkata.com
 GSTIN: 19AAGTA6641R1Z0

Estimated Billing for the Event

Estimated Billing for Events (Banquet): INR 12,99,180/-
 Total Estimated Billing: INR 12,99,180/-
 All Inclusive (Subject to change basis actual banquet billing)

Mohar Sarkar

Sign: Taj Taal Kutir

Sign: Association of Orthopaedic Trauma Surgeons

Payment Schedule

Amount to be Paid	Amount to be paid by Date
INR 3,24,795/-	At the time of Signing
INR 3,24,795/-	On 10.10.24
INR 6,49,590/-	On 10.12.24

As a token of your acceptance of the above room and banquet rates, may we request you to kindly sign a copy of this contract and send the same to us for our records. The above room and banquet rates are subject to the following terms and conditions as outlined in Annexures A – G. In order to confirm the above rooms & banquet arrangements, we would require a signed copy of this contract along with the advance payment as per details above.

Bank Details:

Mode of Payment: Advance

Cheques / Drafts should be drawn on a local bank and payable to: "**Ambuja Neotia Hotel Ventures Ltd**" and sent to the undersigned. This amount may be remitted to us through a Bank transfer.

Our bank details are provided below:

Account Name / Beneficiary	Ambuja Neotia Hotel Ventures Ltd
PAN No.	AABCG6133G
GSTIN No.	19AABCG6133G1ZQ
Bank Account No.	5750001516196
Bank Name & Address	HDFC Bank, STEPHEN House 4 BBD BAG, LAL BAZAR, KOLKATA 700001
IFSC/RTGS CODE	HDFC0000008
MICR CODE	700240002

We thank you for your patronage of IHCL.

Kind regards,

Accepted on behalf of
Taj Taal Kutir Kolkata

Accepted on behalf of
Association of Orthopaedic Trauma Surgeons

Signature of Authorized Signatory



Ms. Mohar Sarkar

Signature of Authorized Signatory

Dr. Sunit Hazra

We would request you to kindly send a signed copy of your acceptance of the contract by **14-Sept-2024** so that we can hold the rooms and event spaces on a definite basis. Post the above-mentioned date, the contract stands void.



Sign: Taj Taal Kutir

Sign: Association of Orthopaedic Trauma Surgeons

ANNEXURE A

ADVANCE PAYMENT, CANCELLATION AND RETENTION CHARGES

Estimated billing for the Booking is INR 3,24,795/-. It is clarified that the term estimated billing means billing for the entire Booking including the Event, Services and Residential Rooms as per the rates agreed in Annexure A of this Agreement. The Client agrees to pay in the following manner:

- I. **ADVANCE PAYMENT:** It is clarified that the term estimated billing means billing for the entire Booking including the Event, Services and Residential Rooms as per the rates agreed in Annexure A of this Agreement. The Client agrees to pay in the following manner:

Amount to be Paid	Amount to be paid by Date
<u>INR 3,24,795/-</u>	At the time of Signing
<u>INR 3,24,795/-</u>	On 10.10.24
<u>INR 6,49,590/-</u>	On 10.12.24

- I. **CANCELLATION CHARGES:** In the case of cancellation of the event (residential rooms & banquets) prior to commencement, the following cancellation charges will apply:

Intimation of Cancellation	Cancellation Charges to be levied as a % of the total estimated billing
Between date of providing the signed copy of the Agreement and 90 days prior to Event Date or check in date.	75%
89 days to the date of check in	100%

- II. **RETENTION CHARGES:**
Residential Rooms (including delayed check-in or early departures or "No Shows"):

Intimation of reduction	Retention Charges (if reduction more than 10 % of the total Residential Rooms)
From the date of Agreement to 90 days prior to check in date of Event.	75%
89 days to the date of check in	100%

Banquets:

In case of reduction in the number of guests at the assigned banquet venue and the guest is not willing to pay the Minimum Revenue for it, then the hotel will have the right to shift to a smaller venue if available, on a mutually agreeable basis.

Mohar Sarkar

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ANNEXURE B

Rooms Agreement

The Client is desirous of engaging the banqueting facilities of the [Company/IHCL] for hosting of an Event (as defined hereinafter) and booking rooms at Taal Kutir Convention Centre Kolkata located at Eco Tourism Park Plot No 11E/65AA II Newtown Kolkata 700156 ("Hotel") and has approached the [IHCL/Company] for this purpose.

1. STANDARD TERMS AND CONDITIONS APPLICABLE

- 1.1. Subject to and in accordance with the terms and conditions of this Agreement, the Hotel agrees to grant the Booking to the Client and in consideration the Client agrees to pay the Hotel the agreed rates and applicable taxes as set out in **Annexure A** of this Agreement.
- 1.2. The Client and Hotel shall -nominate their "point of contact" persons as their representative, who shall be jointly and severally, responsible for liaising with the Hotel and for discharging the Client's obligations and liabilities under this Agreement, The Client hereby assures and undertakes that:
 - a) the actions of its authorised representatives shall be binding on the Client.
 - b) any change in authorised representative shall be communicated to the Hotel, in writing.
 - c) In addition to the authorised representatives, the Client shall be deemed to be responsible and liable for the actions of any person who is a guest, employee, friend, or family member of the Client, whether or not booked for room stay in the Hotel.

If the Hotel cancels the Booking for good cause as provided under this Agreement or Force Majeure, the Client shall have no claim for compensation or right to seek specific performance from the Hotel.

2. ADVANCE PAYMENT

- 2.1. The Hotel will require an appropriate advance payment in the form of a credit card authorization, cheque, wire transfer, demand draft and/or cash (only up to the government specified limit, exceeding which the Permanent Account Number (along with PAN card copy) of the Client shall be

required from the Client. No cheque payment will be accepted less than 7 days prior to the event.

- 2.2. In the event the Client extends the scope of Services the Hotel shall be entitled to demand an increase in the advance payment to be made by the Client.
- 2.3. The Client agrees to pay the Hotel, advance payment as specified in **Annexure A** of this Agreement. The Client acknowledges that the Hotel reserves its right to release rooms and banquet spaces and terminate this Agreement forthwith in case the advance payment is not received by the Hotel by the stipulated date and time mentioned herein. Except as otherwise provided in the Agreement, the advance payment made by the Client is non-refundable.

3. BILLING POLICY

- 3.1. The billing shall be at agreed rate for the number of guests guaranteed or the actual number of guests attending the Event, whichever is higher, and other terms and conditions specified in this Agreement. The GST or any other statutory tax shall be borne by the Client. Should the rate of tax applicable to the Services increase or decrease after signing of this Agreement, the rates shall be adjusted accordingly at the time of final payment by the Client.
- 3.2. **GST & GST input:** Should the client wish to claim Input Tax Credit on our invoices, please ensure that the relevant GSTIN number along with the appropriate invoicing details are communicated to us at the time of booking. It is important to note that the procedure set by the GST Network requires us to upload invoice with GSTIN numbers prior to check out. We may be unable to amend



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invoices after the invoice is raised on the date of the event.

- 3.3. Any increase in the number of Residential Rooms shall have to be agreed to in writing by the Hotel, in advance and at least 7(seven) days prior to the Event date. The rates agreed upon are based on combined requirement of the banquet Hall and Residential Rooms and the Hotel reserves the right to review these rates if there is a change in any of the original requirements as agreed.
- 3.4. The Client shall (and shall cause its guests to) enter and vacate the Hall along with all / complete set up material / décor, etc. as per the agreed timings, as specified in this Agreement. No credit shall be given in case the Hall is released earlier than the end time of the Event.
- 3.5. The Hotel's liability for catering is up to the expected number of guests notified by the Client, the figure for which should not exceed the guaranteed number by more than 10% (ten percent). In case of an increase or decrease by more than 10%, the client would need to notify in writing, 3 (three) days prior to the Event date. In case of reduction in the minimum number of guests, a proportional hall rental for the same will be applicable in the final bill.
- 3.6. The Hotel shall charge the Client for catering up to the expected number of guests at the agreed rates. The Hotel shall endeavor to cater in case the actual number of guests moves up beyond expected number of guests and the Hotel has not been informed of the same 3 (three) days prior to the Event date. However, it may not be able to provide consistency in quality in such a case. Also, the Food shall be prepared only for 110% of the number of guests guaranteed. Should the number of persons exceed 110% of the guaranteed number, an additional surcharge of 10% would be charged extra on the increased number of guests.
- 3.7. The food and beverage consumed at the function shall be counted jointly and agreed upon by the

representative/(s) of the Hotel and the Clients and the said number shall be binding on the Client for the purpose of bill settlement. In case of any clarifications the matter shall be conclusively resolved by the Food and Beverage (F&B) Manager of the Hotel or his/her representative, prior to close of the Event.

- 3.8. The Hotel may ask for a security and damage deposit from the Client which shall be payable in advance by the Client. The security and damage deposit shall be refunded pursuant to the final billing after deducting (i) the necessary amounts to compensate for any damage to the Hotel property or Hotel employees, which may be caused by the Client (or its guests, agents, or the Contracted Staff), prior to or during the Event or at the time of vacating the Hall and removing set up; and (ii) any extra charges incurred by the Hotel due to the Event and not paid by the Client. In the event the security or damage deposit paid by the Client is not sufficient to meet the cost of remedying the actual damage caused to the Hotel, the Client shall be liable to pay, immediately upon demand, such extra amounts to the Hotel.
- 3.9. Residential Rooms: The Client shall provide the Hotel, at least 7 (seven) days prior to the Event, the scheduled dates of arrival & departure, any special requests and such other particulars as may be required by the Hotel. The Client shall further provide at least 3 days, prior to the event, necessary details including the names of individual guests, address, nationality, contact details, valid photo identification document as per applicable law.
- 3.10. The Client stands guarantee on behalf of its guests and if the Client's guest avails any extra rooms or other services from the Hotel, the Client shall be liable to cause payment of such dues to the Hotel, except where a guest settles its bill at the time of check-out

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3.11. Any charges incurred by the Hotel shall be notified to the Client in a final invoice on the Event date itself and the Client shall be required to pay in full those charges on the same date itself. If the charges are not paid by the Client immediately on receipt of bill by the Hotel, the Client shall be liable to pay interest at the rate of 21% in addition to the outstanding amount.

3.12. Notwithstanding anything provided hereunder, the Hotel reserves the right to seek appropriate remedy under the applicable law for recovery of any amounts payable by the Client under this Agreement.

4. **AMENDMENT/CANCELLATION/RETENTION/REFUND POLICY**

- 4.1. In the event of cancellation of banquet Hall or the reduction in Residential Rooms prior to the commencement of the Event, the Client will pay cancellation and retention charges as specified in **Annexure A** of this Agreement.
- 4.2. In case the event date changes, the above rules of cancellation and retention shall continue to apply, unless otherwise agreed with the Client.
- 4.3. For a payment made in foreign currency, the exchange rate prevalent on the day of the payment shall be considered for calculating the amount payable. Refunds, if any, shall only be made in Indian currency as per the conversion rate prevailing at that time. Bank charges, if any, shall be borne by the client.

5. **CLIENT'S OBLIGATION**

- 5.1. All the requirements for the Banquet function, including menu, seating arrangements, set up of the Banquet Hall, floral arrangements, requirement of audio/visual equipment, power and lighting requirements and other such Services required from the Hotel by the Client should be finalized at least 7 (seven) days prior to the Event unless the Banquet Hall itself is booked at a shorter

notice and in which case same shall be finalized immediately.

- 5.2. The Client undertakes that it shall engage Contracted Staff after due verification of their credentials. Such contractor, agency/event management company shall adhere to the security procedure of the Hotel and shall enter the Hotel with proper government approved identity Cards. The Client shall be responsible for cleanliness of the Hotel premises and safety and security of the guests including from any actions of its Contracted Staff.
- 5.3. The Client shall be responsible for directing their Contracted Staff to observe the Hotel's rules and guidelines including i) the Set-Up Related Hotel Rules (Preventing Damage and Property Insurance Issues) as outlined in **Annexure D** and ii) Regulation for Client's Contracted Staff of the Hotel as outlined **Annexure E** of this Agreement. The Client shall direct its event manager or contractors to sign an undertaking in the format attached in **Annexure F**. Notwithstanding, anything contained to the contrary contained elsewhere, the Client shall be responsible and liable for all acts, omissions, commissions, negligence etc. or violation of the terms of this Agreement by the Contracted Staff or its personnel and for any damage caused by the Contracted Staff to the Hotel premises or any person or property due to such acts (including electrical arrangements for the Event) or any omissions and negligence. Any damage to the Hotel property, due to disregard of Hotel policy in this matter, shall be charged to the Client and Client shall always keep indemnified the Hotel/staff in this regard.
- 5.4. No unauthorized personnel shall be allowed access to the Residential Rooms.
- 5.5. As per the safety precautions, the use of fireworks, crackers and pyrotechnics on Hotel premises is not encouraged. Events involving laser, strobe lighting, fireworks, smoke and vapour, etc.

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require specialized knowledge to ensure the safety of all involved in the event/s.

- 5.6. All displays and/or decorations or fireworks proposed by the Client shall be subject to the prior written approval of the Hotel, which may be withheld by Hotel at its sole discretion. All material, equipment and decorations and debris brought into the banquet Hall by the Client or its Contracted Staff or the guests prior or during the Event, shall be removed by the Client, at its own cost, from the Hotel premises after the specified end time of the Event and in any case no later 24 hours after the Event end time. If the Client does not ensure the removal of such material and equipment, the Hotel shall in its own discretion and expense shall remove such material, equipment and debris and the costs incurred in this regard shall be charged extra and recovered from the Client.
- 5.7. The Client shall not issue or use any advertisements, press releases, banners, promotional materials, signs, announcements or other forms of communication, for the Event which uses any logo, trademark, copyright or any other Intellectual Property belonging of the Company/ Hotel without Company's/Hotel's prior written approval.
- 5.8. The Client shall obtain all necessary Government Permissions for organizing events like fashions shows, live performances, product launches, DJ, music events etc., as the case may be. Playing of live or recorded music performance with a DJ or with musical instruments for any event such as a fashion show, launch party, music event, marriage function, sangeet of any family functions, etc. except religious functions shall require licences/ permissions/ No objection certificates (NOC's) from the agencies namely (i) Phonographic Performance Limited (PPL), (ii) Indian Performing Right Society (IPRS), (iii) Novex, (iv) Indian Singer's Rights Association (ISRA), etc. for the copyrights. The said licences/ permissions/ No objection

certificates (NOC's) from the agencies shall be obtained by the Client at its own cost and the Company/ Hotel shall not be responsible for the same. The Hotel shall not be liable for the procurement of the Government Permissions required for any event and non-procurement of the same by the Client, shall entitle the Hotel to cancel the function while enforcing the cancellation/retention policy. Copies of all relevant Government Permissions should be submitted to the Hotel at least 24 hours prior to the Event failing which the Hotel reserves the right to terminate the Agreement or cancel the Event.

- 5.9. The Client acknowledges that it has a legal obligation to comply with all the laws and regulations applicable to the event licensing requirement. Any failure to comply with such laws, rules or regulations shall be the sole responsibility of the Client.
- 5.10. The Client hereby agrees to indemnify, defend and hold harmless the Company IHCL and the Hotel (its officers, directors, employees, agents, affiliates and representatives) (collectively Indemnified Party) against any and all claims, damages, losses, obligations, liabilities or costs of any kind whatsoever, arising out of or in connection with any omissions or non-compliance of any applicable laws, rules or regulations with regard to any licensing requirement. The obligation to defend and indemnify shall survive the termination or expiration of this Agreement.
- 5.11. The Client shall be responsible for its guests and will ensure that the guests/participants/ third parties brought in by the Client follow the applicable legislation and Hotel's instructions and regulations and do not disrupt the running of the Hotel or prejudice the security of the Hotel and the people in it.
- 5.12. As per Bidhannagar police and Excise department, no female performers / performances are allowed within the hotel premises.
- 5.13. All female performance with liquor or without liquor will fall under the same category and needs



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to processed by the same way with Commission rate NOC.

5.14. If female performance will be performed in our non-excite bar area approval is not require (Example – Regal, Rose Room, Reserve) but if female performance in Bar area whether social function with Liquor and Social function without liquor excise department approval is require.

5.15. All request must be submitted before 30days of the event date

6. FOOD & BEVERAGE, MUSIC AND SMOKING POLICY

Food and beverage items provided by the Hotel during the Event shall be served/ consumed in the Hotel premises only. Under no circumstances shall any leftover food or beverages be removed from the premises for consumption outside the Hotel premises, even if the number of persons actually attending the banquet function were lower than the minimum guaranteed number.

6.1. It is necessary to purchase all alcoholic and non-alcoholic beverages from the Hotel. In case of service of alcoholic beverages, the Client shall obtain a temporary liquor license (as applicable) and as per prevailing local regulations, at its own cost. No outside liquor shall be permitted to be served in the Hotel premises during the Event/function. Liquor shall be served only within the timings specified by the applicable State laws and on days not notified by appropriate authorities as 'Dry Day'. Alcoholic beverages shall be dispensed only by the Hotel's designated personnel. The Hotel's alcoholic beverage license requires that the Hotel shall: (i) request proper identification (photo ID) of any person of questionable age and refuse alcoholic beverage service if the person is either under age or proper identification cannot be produced, and (ii) refuse alcoholic beverage service to any person who, in the Hotel's judgment, appears intoxicated; and (iii) instruct its personnel to avoid encouraging patrons to consume alcoholic beverages (iv) opened bottles cannot be taken away by guest.

6.2. Playing of music live or recorded musical performance or recital in any form is not permitted in poolside area or other outdoor or indoor area beyond the time specified as per Govt. Rules and regulations. Music volume shall not exceed the permitted noise standards prescribed by the Government of India, the Supreme Court of India or any other Court or governmental authority. All music/musical performances shall end as per the stipulated timings. Permission for DJ/music and service of liquor is permitted till 23:30 hrs. In open venues music shall be allowed till 22:00 Hrs.

6.3. The accompanying Band and Dhol of the Barat is strictly not permitted to play in the hotel premises, The mare/horse, band and the dhol must stop at before the hotel entrance itself.

6.4. As per the applicable laws, smoking in all public areas of the Hotel except in the designated area or the smoking room is prohibited, and any violation thereof is a punishable offence. No form of substance abuse is permitted on the Hotel premises. In case of any violation, Client and its guests shall be solely responsible for the consequences arising there from.

7. OTHER CONDITIONS

7.1. Any personal property of the Client or Client's guests or Contracted Staff or its contract labour brought onto the hotel premises and left in the premises, either prior to or following the Event, shall be at the sole risk of the Client and the Hotel shall not be liable for any theft, loss, damage to such items.

7.2. The Client (including on behalf of its guests or any other person attending the Event) shall be responsible for the orderly conduct and legal compliance with the applicable laws and the Client undertakes to ensure that such persons attending the Event restrict their movements to the designated Event area. The Hotel reserves the right

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of admission and entry of persons entering the Hotel's facilities.

7.3. Service of "chewing tobacco" and outside food and beverage is strictly prohibited in the banquet venues (as per hotel norms)

8. CANCELLATION/TERMINATION BY THE HOTEL

8.1. If the Client fails to pay the amounts due towards Advance Payment, it shall be deemed as a material breach of the Agreement and the Hotel shall be entitled to automatically terminate this Agreement and claim from the Client liquidated damages equivalent to the estimated billing for the Booking.

8.2. The Hotel is entitled to terminate the Agreement (cancel Booking) at any time, with immediate effect due to the following reasons:

8.2.1. Failure by the Client to obtain and provide the Hotel all the Government Permissions as described in **Annexure B**, in accordance with this Agreement.

8.2.2. Due to occurrence of any Force Majeure event or other circumstances which the Hotel is not responsible for and which makes the fulfilment of the Agreement impossible.

8.2.3. Misrepresentation by the Client, including the Client giving any misleading information or making false statements of facts, which are material to the Agreement and on which the Hotel has placed reliance (for instance the identity of the Client, or the purpose of the Event).

8.2.4. The Hotel has a reason to believe that the Event will affect or put at risk the smooth operation, the security or the public reputation of the Hotel.

8.2.5. The purpose, or reason of conducting the Event is not in terms of applicable law.

8.2.6. The Hotel is closed due to any unforeseen circumstances.

8.2.7. Proper facilities for an Event are not guaranteed due to the Hotel being renovated.

8.3. The Hotel in the event of such termination shall not be responsible for failure to execute its obligations under this Agreement and shall not be liable to compensate the Client for any direct or indirect losses suffered as result of termination of this Agreement.

8.4. In the event of termination on account of closure of the Hotel or renovation or occurrence of Force Majeure, the Hotel may shift the function and booking of Residential Rooms to any other location/group hotel on the same day subject to availability or any other day mutually agreeable to the Hotel and the Client.

8.5. The termination of this Agreement for any reason shall be without prejudice to the accrued rights and obligations of any Party. The Client agrees to pay and settle all outstanding bills, charges, dues immediately upon termination of this Agreement for any reason whatsoever.

9. INDEMNITY

The Client hereby agrees to indemnify, defend and hold harmless Company/IHCL and the Hotel against any and all claims, damages, losses, obligations, liabilities or costs of any kind whatsoever, including reasonable attorneys' fees, whether by reason of personal injury, or death or property damage or otherwise, arising out of or in connection with the Booking or the subject matter of this Agreement, and caused directly or indirectly by the breach of any representations, covenants, obligations under this Agreement, negligence or willful misconduct of the Client or any of Client's employees, agents, Contracted Staff. The Client's obligation to defend and indemnify the Hotel shall survive the termination or expiration of this Agreement.



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10. FORCE MAJUERE

10.1. **"Force Majeure Event"** shall mean and include any circumstance beyond reasonable control of the Parties, including any act of nature or the public enemy, explosion, fire, storm, earthquake, flood, drought, perils of the sea, the elements, strikes, lock-outs, labour troubles, riots, sabotage, terrorist acts, war (whether or not declared), governmental actions and events beyond the control of the Hotel. The Hotel shall not be liable to the Client for failure to perform its obligations under this Agreement if such failure is caused by a Force Majeure Event. In the case of a Force Majeure Event the advance paid by the Client may be refunded or used for rescheduling the event within next 12 (twelve) months within the same hotel.

10.2. In a situation of the event being postponed/cancelled owing to a Force Majeure, the hotel at its discretion may offer a credit period of 12 months to reorganize/reinstate the requirements, fulfil contractual obligations and utilize advances paid at the hotel only and on non-transferable basis (if it falls within the contractual period). The commercials however may be subject to change as per demand dynamics prevailing at the time of booking.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1. This Agreement shall be governed and construed in accordance with the laws of India.

11.2. **Amicable Settlement:** In the case of any dispute arising out of or in connection with this Agreement, including any question regarding its performance, existence, validity, alleged breach, or termination, the Parties shall first attempt to reach an amicable settlement through mutual consultations and negotiations. For this purpose, each Party shall nominate a representative, as determined in its sole discretion. Such authorised representatives shall, within 30 (thirty) days of a written request by any Party to call such a meeting,

meet in person and shall attempt in good faith to resolve the dispute.

11.3. **Arbitration:** If the Parties are unable to resolve a dispute amicably as aforesaid, any Party may choose to refer the disputes or differences for final resolution by arbitration in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration ("MCIA Rules"), which rules are deemed to be incorporated by reference in this Clause. The seat of the arbitration shall be Mumbai. The Tribunal shall consist of a sole arbitrator. The language of the arbitration shall be English.

12. MISCELLANEOUS

12.1. **Relationship between Parties:** The Parties recognize that the relationship of the Parties is that of an independent contractor. The Hotel and/or IHCL are not an agent, partner or representative of the Client and that the Hotel and/or IHCL shall not incur any liability as the result of Client's actions. The Parties further acknowledge that this Agreement is being entered into on non-exclusive basis and each Party shall be entitled to enter into a similar arrangement with any Third Party.

12.2. **Assignment:** The Company/IHCL may, after giving prior written notice to the Client, assign or transfer all of its rights and obligations under this agreement to any other person.

12.3. **Entire Agreement and Amendment:** This Agreement constitutes the entire understanding among the Parties and supersedes all prior agreements and understandings, both written and oral. Any modification to this Agreement shall be made only in writing signed by all Parties to this Agreement.

12.4. **Severability:** If any provision of this Agreement shall be held invalid, inoperative, illegal or unenforceable for any reason, such provision shall be deemed separable from the remaining provisions of this Agreement and shall in no way



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affect or impair the validity, operation, legality or enforceability of the remaining provisions of this Agreement.

- 12.5. **NOTICES:** All notices, consents, approvals or other communication required to be given or served hereunder by either Party hereto to the other Party shall be in writing, and in English and shall be personally delivered to, left at, sent by registered post, email, courier, speed post or facsimile by either Party to the other at the addresses mentioned in this Agreement.

All notices shall be deemed to have been duly given or made as follows: (a) if personally delivered, upon delivery at the address of the relevant Party; (b) if sent by courier, speed post or registered post, 3 (three) days after the date of dispatch. A Party may notify the other Party of a change to the address for the notices, in the manner above.

- 12.6. **Survival:** Clauses of Definition and Interpretation, Indemnity, Governing Law, Dispute Resolution, Notice, Survival and such other provisions, which by their nature should survive expiry or early termination, shall survive the expiry or early termination of this Agreement.

- 12.7. **Tata Code of Conduct:** Any offers, direct or indirect, any illegal payments, remuneration, gifts donations or comparable benefits to any Taj employee which are intended to or perceived to obtain business or uncompetitive favours for the conduct of business, excepting nominal gifts which

are customarily given and are of commemorative nature for special events, are strictly prohibited. Client and their Contracted Staff and guests should adhere to the Tata Code of Conduct.

- 12.8. **COVID Protocol:** All social distancing and COVID norms shall be followed by the clients as well as client's guests in keeping with the Central and State Govt. guidelines.

- 12.9. **Drone Policy:** Please note that the Aviation Ministry, Government of India now requires that all drones are registered with the government starting Jan 13, 2020 on an official govt portal. This is applicable even to Nano and Micro drones including those used as toys. All existing owners will be required to register their drones on this portal. In light of this, please ensure that the registration details are taken & submitted to the hotel 48 hrs in advance as part of the drone permission checklist, while using the said technology in the hotel. Usage of drones shall be guided by the hotel policy.

13. **Further Assurance:** Each Party acknowledges that it has read this Agreement, agrees to all its terms and conditions including the amounts to be paid under this Agreement and has independently evaluated the desirability of entering into the Agreement and is not relying on any representation, guarantee or statement other than as set forth in this Agreement. This Agreement has been reached by mutual and purely voluntary agreement of the Parties.



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ANNEXURE C

Definition and Interpretation

Definitions:

In addition to the terms defined in the introduction to and the text of this Agreement, wherever used in this Agreement, unless repugnant to the meaning or context thereof, the following words and terms shall have the meanings set out below:

“Agreement” means this Agreement, together with the Annexures attached hereto, as may be amended from time to time in writing and with the consent and knowledge of all the Parties.

“Booking” means reservation of the banquet venue/s and Residential Rooms by the Client for hosting of its Event, along with the Services to be provided by the Hotel.

“Contracted Staff” means and includes the agencies/individuals that are willing to provide their services to the Client including the contract labour and are approved in writing by the Hotel. Such staff shall not be considered as Hotel staff or officers, agents or employees of the [IHCL/Company]. The Client hires such agencies/individuals at its own discretion and holds complete responsibility for such staff.

“Event” means the occasion or purpose for which the Client has booked the banqueting Hall and sought the Services of the Hotel.

“Government Permissions” means all applicable permissions, consents, registrations, licenses, no-objection or other approvals required to be obtained by the Client from any governmental department or competent authority in terms of applicable laws, rules, regulations for hosting of the Event and use of the banquet Hall and availing of the Services, including the permissions specified in Annexure B of this Agreement.

“Hall” or “Venue” means the banqueting hall/lawn/designate space which shall be the venue for the Event booked by the Client and where the banqueting Services shall be provided to the Client’s guests.

“Party” means a party to this agreement and includes in case of (i) an individual his legal heirs, executor, administrators and permitted assignees; and

(b) a company the successor to its name or title or to the majority of its business or substantial part of its undertaking; and

“Person” includes any person, individual, partnership firm, company, firm, corporation, Hindu undivided family, government, state or agency of a state or any undertaking (whether or not having separate legal personality and irrespective of the jurisdiction in or under the laws of which it was incorporated or exists).

“Residential Rooms” means the rooms designated by the Hotel for use by the Client (including any family members or other guests) as described in Annexure A of this Agreement.

“Services” means the scope of services agreed upon by the Parties for the Event as enlisted in Annexure A of this Agreement.

Interpretations Unless the context otherwise requires, (a) words importing one gender include the other gender; (b) words importing the singular include the plural and vice versa; (c) any reference to a statutory provision shall be deemed to include a reference to any statutory modification or re-enactment; (d) the descriptive heading of the clauses do not form part of this



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Agreement and shall not be taken into account in its construction or interpretation; and (e) the recitals and Annexures of this Agreement form an integral part of this Agreement;

ANNEXURE D

Entertainment Policy and Government Permissions

For the convenience of the Client, the licenses and permissions generally required for an event are listed below. However, please note the below list of licenses and permissions is only illustrative and not an exhaustive one*. The licenses, permissions and no objection certificates, as applicable to the Event, are to be obtained by the Client prior to the Event, at its own cost and expense including the applicable taxes on such Government Permissions. In the event of failure by the Client to obtain these Government Permissions, the Hotel reserves the right to terminate this Agreement. Due to applicable laws and operational stipulations prevalent in the city/Hotel, the Hotel may share additional information on Hotel specific terms and conditions for usage of banquet spaces (including details on availability of power loads, vendor policies etc.)

1. No Objection Certificate ("NOC") from Entertainment tax department, if the entry to the Event is ticketed. Issuing Authority: Collector Entertainment Tax.
2. Permission for playing of music whether sound recorded / live performance or if the Event is telecasted on any channel, license for telecast is required.
3. NOC from theatre branch CID for ticket selling for performance. Issuing authority: Police Theatre Branch
4. NOC and loudspeaker license from local police station.
5. NOC/license to publicly perform any musical works and to play music during a concert/ program / wedding ceremony, DJs license/fashion shows, etc. Issuing authority: PPL/IPRS/Novex/RMPL

Recommend to add website link and office address for societies for easy access for the customer

1. PHONOGRAPHIC PERFORMANCE LTD
MR RAKESH SINGH
BD 96, SECTOR 1, SALT LAKE CITY
KOLKATA – 700 064
PHONE: (033) 23341565 /9674924797
FAX NO: (033)23594803
2. NOVEX COMMUNICATIONS PVT LTD.
MR. AVINASH SINGH –
B-301, REMI BIZ COURT, PLOT NO.9, SHAH INDUSTRIAL ESTATE,
OFF VEERA DESAI ROAD, ANDHERI (W), MUMBAI- 400058.
REPRESENTED AT KOLKATA BY WINFLEX COMMUNICATIONS
16, S. P. MUKHERJEE ROAD, KOLKATA-700 025
E.MAIL : avinashsingh2002@gmail.com / winflexcommunication@gmail.com
MOBILE NO. 9903011451 / 8100611451 / (033) 4062 4275
3. THE INDIAN PERFORMANCE RIGHTS SOCIETY LTD
MR. SANJIB DEY
4, CHORINGHEE LANE, 7TH FLOOR, ROOM NO.7D
DIAMOD CHAMBER
PHONE: (033) 4005 4450
MOBILE: 9830034294
4. RECORDED MUSIC PERFORMANCE LIMITED



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MR. BISWAJIR BOSE
320,3rd Floor, CRYSTAL POINT NEW LINK ROAD, ANDHERI (WEST)
MUMBAI
MOBILE: 9830089116
EMAIL: corporate@rmplindia.org.in

Guideline for LIVE performance as per Police (Bidhannagar Zone): -

- Approvals of LIVE band permission to be submitted 31 days prior to the event to Taal Kutir Convention Centre for EXCISE approval (No cost involved). The performances shall be allowed to subject to approvals from all necessary Govt. bodies and authorities.
- Client shall be responsible to take permissions from the local authority for parking of Overhead broadcasting vans (OB vans), Gensets, etc. Issuing authority: Police Authority



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ANNEXURE E

Set-Up Related Hotel Rules (Preventing damage and property insurance issues)

1. The Hotel does not permit the Client or its Contracted Staff to use nails, screws, scotch or duct tapes, pins, staples, thumb tacks etc. to put up posters or banners on the panels, walls, doors, pillars or any other structure in the Hotel and any welcome signage or banner or poster in the lobby, driveway or any other part of the Hotel premises except inside the banquet Hall and the signage displayed by the Hotel providing the function details and directions to banquet Hall. Freestanding framed banners and self-supporting backdrop is permitted.
2. For product launches or big set ups, the floor plan showing the layout of the stage / booths, consoles, tables, branding plan etc. must be submitted to the concerned person seven days in advance in the Hotel for approval before any work can be carried out.
3. The Client or its Contracted Staff must appoint a supervisor, for the management of the set-up and who shall be responsible to the Hotel for answering any set-up related queries and seeking permissions from the Hotel.
4. Any material being brought into or taken out from the Hotel premises is subject to checking by the Hotel management at any time. The Hotel does not permit firearms or weapon inside the Hotel. Parking of generator or a van inside the hotel premises will be as per discretion of the Hotel.
5. The Hotel does not provide any storage facility area for the goods, materials brought from outside the Hotel except at the Hall during the Event. The Hotel shall not accept liability for any damage or loss of merchandise left in the Hotel, prior to, during or after the function. Further, during the Event, no storage of equipment and other set-up related materials shall be allowed at the porch/front entrance of the Hotel. All goods/material shall be moved through the back entrance of the Hotel, as instructed by the banquet manager/ general manager and goods service elevator shall be used for transporting materials. The Hotel does not permit the Client or its Contracted Staff to move heavy equipment in the banquet hall / corridors etc. without proper protection for the floors and no passages, exits, fire escapes, service entrance or any such areas that may cause security risk to the Hotel will be blocked or barricaded by the Client or its Contracted Staff. The Hotel shall not be expected to provide manual labour for movement of such equipment and/or materials.
6. The Client or its Contracted staff shall carry out electrical work through a certified electrician in accordance with the applicable laws. For all functions with a special electric requirement e.g. heavy electric load or uninterrupted power supply, the Hotel must be intimated by the organizers at least 72 hours in advance to plan for the same. Any cost incurred in this process shall be charged to the Client.
7. Set ups involving noisy activities like hammering, banging, loud cutting etc. shall be planned out in compliance with the permission of the banquet manager and the Hotel security and no such activity shall be allowed after 23:00 hrs. in the lower lobby halls / back areas and after 23:00 hrs. on the lawns / poolside areas/ and the halls located at the roof top level.

Mohari Sarkar

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8. The Hotel does not permit the Client or its Contracted Staff, the use of inflammable and explosive materials for visual displays or to carry out any sawing or painting in the Hotel premises or to cut or trim existing trees or plants in the Hotel or to dump construction debris of any kind into our compactor or back of house areas.

9. The Client or its Contracted Staff shall insure all its personnel for personal accident and death whilst performing the duty in the premises of the Hotel. In case of any accident or death of the personnel of the Contracted Staff due to any reason whatsoever, the Client and Contracted Staff shall be responsible and settle such accidental claim of financial nature or otherwise raised by the personnel of the Contracted Staff or their kin and no liability of any nature shall be fastened on the Company/Hotel.

10. Safety and Security

- Helmets are compulsory for any kind of work working on ladders, trusses. If any worker is found working on height without safety gear, the Hotel has right to stop the work.
- All exhibitors / organizers are advised to clear their equipment from the Hotel premises after the function is over. The Hotel will not be responsible for any loss or damage to the equipment left behind and will not store any material whatsoever.
- All the contractors will only be allowed in the public area/lawns if they are wearing the proper uniform (CREW T-SHIRTS) with shoes. A hygiene cap will be given by the Hotel.



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ANNEXURE F

(Separate attachment used only where required)

Regulation for Client's Contracted Staff

1. The Client must ensure that no children under the legal age of employment and young adults under the age of 18 years, work as contract labour in the Hotel premises, as that would violate the Hotel's policies against child labour and the applicable law.
2. The Contracted Staff and it/s contract labour shall be allowed to work if they are wearing proper shoes and uniform i.e. white coats and caps which shall be provided by the Hotel and the uniform has to be returned while going back. The Client's Contracted Staff shall be liable to provide proper security gear and proper footwear, preferably closed shoes to its personnel while they carry out their work in the Hotel for the purpose of their safety.
3. The Client's Contracted Staff including any contract labour has to enter the Hotel only through the security gate, after obtaining the gate pass and depositing the due amount as security. List of all the details like (Name, Age, Father's name, Residence address) on the Contracted Staff's letter head should reach the Hotel security well in advance for making the gate passes. List of items brought in by the Contracted Staff should be mentioned in duplicate and presented to the security staff of the Hotel. After the work is completed, the Client's Contracted Staff must return the gate pass to the security of the Hotel.
4. The Client's Contracted Staff and the contract labour will not be allowed to enter any public/ guest area in the Hotel premise or moving around in a non- designated area of the Hotels. Sleeping in the Hall and in the Hotel premises is not allowed. Smoking, chewing gum, chewing tobacco (pan) and consumption of alcohol, use of drugs etc. is not permitted in the Hotel.
5. The Client shall be liable for any damage caused to the Hotel property during the course of work by the Contracted Staff and the contract labour of such staff.
6. Any vehicles belonging to the Client or its Contracting Staff shall be made to leave the Hotel premises as soon as they empty their load and one vehicle, at most shall be allowed to wait in the parking area till the Event concludes.



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ANNEXURE G

UNDERTAKING BY EVENT MANAGER/CONTRACTOR

To,
Indian Hotels Company Limited (IHCL) Taj Taal Kutir , Kolkata
Address: Eco Tourism Park Plot No 11E/65AA II Newtown Kolkata 700156
Tel - +91

I / We _____ ("Event Manager / Contractor) having his registered office at
_____ have been engaged by the _____
(Client) for the purpose of planning, organising, hosting, managing _____ (Event) to
be held on _____ at _____ (Hotel) and
therefore, I/we do hereby agree and undertake the following:

(i) That I/We have read and understood the terms of the agreement dated _____ entered into between IHCL/Hotel and the Client holding of the Event at the Hotel and I agree to adhere to all policies, rules and regulations of the Hotel relevant to banquets, event hosting in the Hotel and any directions and instructions as may be issued by the Hotel on matters pertaining to set-up, staging, temporary installations, signage, parking, security, electrical wiring, music, sound system, equipment, decoration, outside props, performances, fireworks, etc.,.

(ii) That I/We have a duty of care and shall ensure that all our work is carried out by competent, professional and certified staff or vendors and I/we agree to be responsible and liable for all acts or omissions of our employees, agents, contract labour, any contracted staff, performers, artists, vendors, suppliers, technicians etc., (collectively referred to as my/our "Representatives").

(iii) That I/We shall be responsible for good order and professional conduct of our Representatives such that there is no interruption or disruption to the Hotel operations or nuisance to its guests and I/We shall also cause my/our Representatives to adhere to Hotel policies, rules and regulations.

(iv) At the time of entry outside vendors have to pay INR 80,000 /- Refundable deposit before the function as a security, in case any damage is done to hotel property during setup in the lawns where in grass, stones etc. gets spoiled and huge structure set up in the Banquet Halls.

A non- refundable INR 20,000 + 18% GST will be required to deposited against which a debit shall be provided by the banquet/hotel staff against Cleanliness & and upkeep of the back lane

(v) That I/We agree to be responsible and liable for the safety and security of (a) any materials, equipment's or other property brought by us to the Hotel premises and (b) our Representatives working in the premises of the Hotel and that IHCL/the Hotel shall not be held responsible or liable for any loss or damage to our property, any security lapse, personal injury or accident caused on the Hotel premises, for any reason or under any circumstances whatsoever.

(vi) That I/We shall conduct my/our work in the Hotel premises in compliance with all applicable laws, rules and regulations and obtain necessary licenses/permissions/registrations from the competent authorities.



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(vii) That I/We shall be liable to indemnify the Hotel in case of any loss, damage, third party claims arising from any damage, loss, theft or destruction to the Hotel property, property of Hotel guests or Hotel personnel and for any personal injury, accident caused to any person in the premises of the Hotel, where such loss, damage, third party claims, personal injury or accident results from or is in any manner connected or incidental to my/our work performed in the Hotel premises, or any actions or omissions or negligence of my/our Representatives.

Signed and delivered by the Client (event manager/contractor)

Name:

Designation:

Witness:

Name & Address



Sign: Taj Taal Kutir

Sign: Association of Orthopaedic Trauma Surgeons