



CHANDRAS' GREEN PROJECT LIMITED

144, Arupota, E.M. Bypass, Kolkata – 700 105
Tel : +91 90076 93140 • M : +91 96741 00059, +91 98311 35902
Email : contact@pcchandragarden.com • www.pcchandragarden.com

RULES & REGULATIONS FOR EVENTS

(As amended and effective from 1st April, 2021)

1. Definitions :

- a) **The Company :** The Company means Messrs. Chandras' Green Project Limited and includes its employees, legal representatives, assigns, etc.
- b) **The P.C. Chandra Garden Premises :** The property of the Company, located at Premises No. 144, Arupota, E.M. Bypass, Kolkata - 700 105, comprising of different Event Venues.
- c) **The Venue :** Any one of the following Event Venues at the P. C. Chandra Garden Premises :
 - i) The Maple;
 - ii) Gold Acres;
 - iii) The Tulip;
 - iv) The Meadows.
- d) **The Client :** Any Individual, HUF, Partnership Firm, Company, Trust, Society or other Association of Persons, Government Body or Department etc., who has booked any Venue.
- e) **The Event :** The Event may be a marriage, reception, sangeet / tilak, engagement / ring ceremony, anniversary, birthday party, annoprasan / naamkaran / upanayan, spiritual programme or any other family or social ceremony. It may be a corporate meet, professional meet, conference, seminar, get-together or product launch. It may also be a beauty contest, a fashion show, a fair, an exhibition or a musical or dance or other cultural programme.
- f) **The Empanelled Vendors :** The Decorators, Electricians, Florists, Caterers, and Other Service Providers, Facility Managers and Event Managers, who have been empanelled and authorized by the Company to provide decoration, illumination, floral arrangement, catering and other services respectively, including Security, Valet Parking, Public Address System, Cleaning / Housekeeping, Maintenance, Pest Control, Fire Fighting Arrangement, etc. to the Client, for its Event at a specific Venue and/or Venues.
- g) **The Event Date :** The date and/or dates for which any Venue and/or Venues may be provided to the Client, by the Company.
- h) **The Scheduled Time :** The time period for which any Venue and/or Venues may be provided to the Client, by the Company.

2. Confirmation of Booking :

- a) To confirm booking of an Event at any Venue, the intending Client must submit a Booking Form duly filled in and signed along with payment of advance Booking Value, as per Payment Terms mentioned below.
- b) The Company shall issue a Booking Confirmation Letter to the Client, only after receipt of the advance payment i.e. on receipt of 50% of Booking Value, deposited to the Bank Account of the Company.

- c) The Client agrees and accepts all the terms and conditions mentioned in the **Rules and Regulations for Events** of the Company, on signing the Booking Form of the Company for Event and/or Events.

3. Payment Terms :

- a) The total Booking Value for an Event, as agreed between the Company and the Client, is to be paid partly to the Company and partly to the Empanelled Vendors as applicable, whose names and ratio shall be informed after confirmation of booking of an Event, at any Venue, at the time or after submission of the Booking Form.
- b) 50% of the Booking Value is to be paid for confirmation of booking of an Event at any Venue, at the time of booking.
- c) Remaining 50% of the Booking Value is to be paid at least 30 days prior to the Event Date.
- d) Applicable Taxes are to be paid extra, as per law.
- e) As per the Income Tax laws, Permanent Account Number (PAN) of the Client needs to be quoted at the time of payment.
- f) All payments are to be made by Account Payee Cheque / Demand Draft / Pay Order / NEFT / RTGS / RBI approved electronic modes of transfer only.
- g) Cash payments are not accepted under any circumstances.
- h) Any additional payment is to be settled before the close of the Event by Demand Draft / Pay Order / NEFT / RTGS / RBI approved electronic modes of transfer only.
- i) No Cheque will be accepted on the day of the Event. If any additional payment (Apart from Booking Value) is settled via Cheque, then the same has to be deposited with the Company at least 15 days prior to the Event.
- j) If any Cheque given by the Client is dishonoured by the Bank for any reason whatsoever, then the booking shall stand automatically cancelled and Cancellation Terms shall be applicable.
- k) In case of dishonour of Cheque, the Company shall charge to the Client applicable Cheque Dishonour Charges and also reserves the right to initiate appropriate legal action against the Client.
- l) In case of payment by any modes other than Cheque, non realization of payment by the Company shall result in automatic cancellation of the booking and Cancellation Terms shall be applicable.

4. Tax Structure :

- a) Goods and Service Tax (GST) applicable for each of the services availed, shall have to be paid separately.
- b) If the Central / State Government revise any rates of Tax and/or introduce any new Taxes, then the same shall be payable by the Client.
- c) All applicable charges as imposed by any competent authority would be separately applicable and payable by the Client.

5. Amendment / Alteration of Date :

- a) Request for Amendment / Alteration of an Event Date must be made by client and received in writing and acknowledged by the Company, at least 30 days prior to the original Event Date.
- b) Amendment / Alteration of an Event Date is allowed only if the concerned Venue is available on the proposed alternate date.
- c) The proposed alternate date for Amendment / Alteration of an Event Date has to be within 365 days from the original Event Date.
- d) If the concerned Venue is not available on the proposed alternate date for the Event, then the Cancellation Terms shall be applicable.
- e) In case Amendment / Alteration of an Event date is allowed, the booking rates and rules and regulations, prevailing on the alternate Event Date shall be applicable and all advances received shall be carried forward, without any interest on such advances.
- f) Amendment / Alteration of an already amended / altered Event Date is not allowed i.e. Amendment / Alteration of an Event Date is allowed only once.

6. Cancellation Terms :

- a) Request for Cancellation of an Event by the Client must be received in writing and acknowledged by the Company.
- b) The Company reserves the right to cancel a booking on its own, in case Payment Terms and/or other terms and conditions as per the Rules and Regulations, are not strictly adhered to, by the Client and/or in case of any violation of the same by the Client. There shall be no refund in such case of breach of terms by the Client.
- c) If cancellation of an Event by client is made after confirmation of booking, then the Company shall charge 50% of the Booking Value to the Client i.e. there shall be no refund of the 50% Booking Value received from the Client at the time of booking.
- d) However, if cancellation of an Event is made less than 30 days prior to the Event Date, then the Company shall charge 100% of the Booking Value to the Client i.e. there shall be no refund of the Booking Value received from the Client at the time of booking and/or afterwards.
- e) If a Client does not hold an Event without any intimation about Cancellation or Amendment / Alteration of Event Date, as stated above, then also the Company shall charge 100% of the Booking Value to the Client i.e. there shall be no refund of the Booking Value received from the Client at the time of booking and/or afterwards.
- f) The Company reserves the right to cancel a booking without assigning any reasons thereof, in which case the Booking Value shall be refunded in full to the Client.

7. Timing :

- a) A Venue is given for an Event, for a specific period of time only as mentioned in the Booking Form and is inclusive of the time required for decoration and all other arrangements.
- b) The Air Conditioning Systems at any Venue is normally operated for a maximum period of 10 hours per day, for an Event.
- c) The Client must conduct the Event within the scheduled hours and vacate the Venue after the Scheduled Time, as per the Booking Form.

- d) Any additional day/time required for decoration and/or dismantling and/or any reason attributable to the Client for not leaving the Venue within the Scheduled Time, is chargeable extra in excess of the Booking Value.
- e) Extension of time for the Venue in excess of the Scheduled Time and extension of time for operating the Air Conditioning Systems in the Venue and/or Venues may be allowed at the discretion of the Company, only upon payment of applicable extra charges.

8. Decoration, Illumination and Floral Arrangement :

a) The Maple, The Tulip and The Meadows only :

- i) Fixed number of chairs, sofas and buffet tables are provided within package.

b) The Maple and Gold Acres only :

- i) Illuminations of the hall, kitchen, restrooms, driveways, parking area, etc. are provided within package, including working lights at the lawn.
- ii) Any additional requirement of decoration, illumination and floral arrangement shall be arranged by the Client at its own costs, through the respective Empanelled Vendors only.
- iii) The Client must submit their requirement of additional work to the respective Empanelled Vendors well in advance, at least 15 days prior to the Event and shall adhere to the payment terms of the concerned Vendors.

c) The Tulip and The Meadows only :

- i) All existing lights in the halls, lawn, kitchen, restrooms, driveways, parking area, etc. are provided within package.
- ii) Any additional requirement of decoration, illumination and floral arrangement must be submitted in writing to the Company, at least 15 days prior to the Event.
- iii) The applicable costs for additional decoration, illumination and floral arrangement must be paid to the respective Empanelled Vendors, at least 7 days prior to the Event.

d) For all the Venues :

- i) All decoration, illumination and floral arrangement shall be allowed only at the designated areas within each of the Venues.
- ii) All decoration, illumination and floral arrangement shall be exclusively done by the respective Empanelled Vendors.
- iii) The costs of any services requisitioned from any Empanelled Vendors, must be paid to them as 100% Advance, at least 7 days prior to the Event, otherwise the Empanelled Vendors shall not execute the job and for which the Company cannot be held responsible, in any way.

9. Power Supply and Generator Service :

a) The Maple and Gold Acres only :

- i) Power supply for basic illumination, as stated above, is provided within package.
- ii) Any additional requirement of power supply, including back-up power, shall be arranged in the form of Generator Services, by the Client at its own costs, through the respective Empanelled Vendors only.

- iii) The Client must submit their requirement of additional power supply to the respective Empanelled Vendors well in advance, at least 15 days prior to the Event and shall adhere to the payment terms of the concerned Vendors.

b) The Tulip and The Meadows only :

- i) Power supply for all existing facilities, as stated above, plus back-up Generator for the same, are provided within package.
- ii) Any additional requirement of power supply must be submitted in writing to the Company, at least 15 days prior to the Event.
- iii) The applicable costs for additional power supply through Generator Service must be paid to the respective Empanelled Vendors, at least 7 days prior to the Event.

10. Catering Job :

a) The Maple, Gold Acres & The Meadows only :

- i) The Client is advised to get the catering job done, for the Event, through any of the respective Empanelled Caterers.
- ii) However, the Client is free to get the catering job done, for the Event, through a non-Empanelled Caterer.
- iii) The Client shall have to pay at least 30 days prior to the Event Date, an applicable amount to the Company, as Cleaning and Garbage Removal Charges of the Event, plus applicable Taxes.

b) The Tulip only :

- i) The Client shall have to get the catering job done, for the Event, through any of the Empanelled Caterers only.
- ii) The Empanelled Caterer selected by the Client for the Event, shall have to pay before the Event, an applicable amount to the Company, as Cleaning and Garbage Removal Charges of the Event, plus applicable Taxes.
- iii) Under extraordinary circumstances, the Client may be allowed by the Company at its discretion to get the catering job done, for the Event, through a non-Empanelled Caterer, upon payment of applicable additional charges.
- iv) In case a non-Empanelled Caterer is doing the catering job, the Client shall have to pay at least 30 days prior to the Event Date, an applicable higher amount than normal, to the Company, as Cleaning and Garbage Removal Charges of the Event, plus applicable Taxes.

c) For all the Venues :

- i) The cost of catering job at any Venue shall have to be settled with the concerned Caterer directly, as per their payment terms.
- ii) If the Event is held on Rental plus Packs basis, the Caterer's payment will be routed through the Company.
- iii) The Client shall ensure that the Caterer engaged by it, at the Venue, is arranging the layout of food at the designated areas only.

- iv) The Client shall ensure that the Caterer engaged by it, at the Venue, is erecting the burners, cooking range, oven, griller, tandoor etc. at the designated areas only.
- v) The Client shall ensure that the Caterer engaged by it, at the Venue, is disposing the wastes at the designated areas only and is not littering the Venue and/or the Premises.

11. Audio Visual Equipments :

- a) Any requirement of Sound System, Speakers, Mikes, Projectors, Screens, CCTV and other audio-visual equipments should be submitted in writing to the Company, at least 15 days prior to the Event.
- b) The applicable costs for audio-visual equipments must be paid to the respective Empanelled Vendors, at least 7 days prior to the Event.
- c) However, the Client is free to bring its own audio-visual equipments with written permission of the Company.
- d) The Client shall have to arrange for D.J. System, if required, at its own costs.

12. Sound Limit :

- a) The Company must be intimated regarding music requirements, D.J. System, loud audio-visual presentations, etc. at the time of confirmation of booking. Any last minute requirements / changes pertaining to the same shall be accommodated at the discretion of the Company.
- b) As per Government notification, the permissible Sound Limit in Commercial Area is 65 decibels during Day Time (6 A.M. to 10 P.M.) and 55 decibels during Night Time (10 P.M. to 6 A.M.).
- c) As per Government notification, Loudspeaker can be used in Open Area between 6 A.M. and 10 P.M. only. Moreover, during use of Microphone in Open Area, Sound Limiter must be attached to the Amplifier for volume control.
- d) The Client shall strictly adhere to the above norms, along with any other Government norms related to permissible Sound Limit.
- e) All Sound System / D.J. System must be played within permissible Sound Limit, either in Open Area or inside any of the covered Halls, so as to avoid any damage to the building and the property.
- f) If any loud sound/music is held during the Event, then the Company reserves the right to control the volume to ensure that the other guests using the Premises are not disturbed.

13. Technical Equipment :

- a) To the extent the Company obtains technical or other equipment from third parties for the Event, at the request of the Client, the Company shall act in the name of and for the account of the Client.
- b) The Client shall be liable for the proper handling and orderly return of the equipment and shall indemnify and hold the Company harmless from all claims of third parties arising from transfer of the right to use such equipment.
- c) If necessary, the Company shall charge a reasonable technical assistance fee for the above purpose.

14. **Parking Policy :**

- a) Parking Space for approximately 475 cars are available at the Premises and the approximate distribution of Parking Space for each of the Venues are as below :
 - i) **Gold Acres :** Approximately 200 cars;
 - ii) **The Maple :** Approximately 150 cars;
 - iii) **The Tulip :** Approximately 100 cars;
 - iv) **The Meadows :** Approximately 25 cars.
- b) Parking is allowed only at the designated Parking Areas for each of the Venues. The Client and its guests must cooperate with the security staff, in this regard.
- c) Parking is allowed inside the Premises until the total available Parking Spaces are full and thereafter, parking of all excess cars is disallowed inside the Premises.
- d) The Client shall have to arrange for parking at the outside of the Premises for the Event, at its own costs, for all excess cars over and above the approximate Parking Space available for the concerned Venue.
- e) All parking of vehicles, either inside or outside the Premises, shall have to be done at the risk of the owner.
- f) The Client and its guests / attendees, availing the valet parking system, must collect a Parking Tag with the car-number written on it, while handing over the car to the car-attendant.
- g) Any car kept under valet parking system, shall be returned only upon submitting the concerned Parking Tag.
- h) If the Parking Tag is lost, then the car shall be returned against written submission only, after verifying proper ownership papers of the car.

15. **Security, Housekeeping and Valet Arrangement :**

- a) The existing security personnel, housekeeping personnel and valet personnel and the existing security system shall be provided within package, for the Event.
- b) The Client shall have to arrange for any requirement of additional security personnel, housekeeping personnel and valet personnel and/or Security System, at its own costs.

16. **Licenses and Permissions :**

- a) All statutory Licenses and Permissions necessary for an Event, is the sole responsibility of the Client, at its own costs.
- b) No Event shall be permitted at the Venues under any circumstances, without applicable Licenses & Permissions.
- c) Upon payment of full Booking Value, the Client shall apply to the Company in the requisite format for issuance of No Objection Certificate, so that the Client can obtain the applicable Licenses and Permissions for the Event.
- d) On the basis of the application of the Client and upon receipt of full Booking Value, the Company shall issue No Objection Certificate in the requisite format, so that the Client can obtain the applicable Licenses and Permissions for the Event.

- e) The Client shall carry out required procedures to ensure that all applicable Licenses and Permissions are duly obtained from appropriate authorities.
- f) The Client shall submit to the Company, copies of all statutory documents pertaining to applicable Licenses and Permissions for the Event, at least 3 days prior to the Event Date.
- g) If the applicable Licenses and Permissions are not received by the Company at least 3 days prior to the Event Date, then the Company reserves the right to cancel the Event as a whole or the concerned item or programme and there shall be no refund of the Booking Value received from the Client at the time of booking and/or afterwards.
- h) The Client shall ensure due compliance of all terms and conditions prescribed in the applicable Licenses and Permissions for the Event, without any violation.
- i) In case of violation of any terms and conditions prescribed in the applicable Licenses and Permissions for the Event, then the Client shall be fully responsible and liable for the consequences of such an action.
- j) Some of the Licenses and Permissions necessary for an Event are as below:
- i) For Live Performance of Singer / DJ / Copyrighted Songs :**
The Indian Performing Right Society Ltd. (IPRS)
Diamond Chamber Block 2, 7th Floor, Room No. 7K
4, Chowringhee Lane, Kolkata – 700 016.
Tel. : +91 33 4005 4450
- ii) For Playing Recorded Music & Songs / Copyrighted Songs :**
Phonographic Performance Ltd. (PPL)
BD-96, Sector-1, Salt Lake City, Kolkata - 700 064.
Tel.: +91 33 2334 1565
- iii) For Playing Recorded Music & Songs and/or Live Performance of Singer / DJ of Music & Songs of Yashraj Films Pvt. Ltd., UTV Software Communications Ltd., Shemaroo Entertainment Ltd. and Zee Entertainment Enterprises Ltd. :**
Novex Communications Pvt. Ltd.
16, S.P. Mukherjee Road, Kolkata – 700 025.
Tel.: +91 33 4062 4275
- iv) For Serving Liquor / Temporary Bar License :**
Office of the District Magistrate & Collector
South 24 Parganas (Excise Department), Government of West Bengal.
- v) For V.I.P. Guests :**
Local Police Station
Pragati Maidan Police Station, Kolkata Police.
- vi) For Corporate / Commercial Events :**
- Kolkata Police Head Quarters
18, Lalbazar Street, Kolkata – 700 001
 - &
 - Local Traffic Department
Tiljala Traffic Guard, Kolkata Police.

vii) For All Events :

- Corporation Amusement Tax
Amusement Department, Kolkata Municipal Corporation
5, S.N. Banerjee Road, Kolkata - 700 013.
Tel.: +91 33 2244 3471 / 76
&
- Temporary Fire License
Fire & Emergency Services Department, Govt. of West Bengal
13/D, Mirza Ghalib Street, Kolkata – 700 016.

N.B. :

The Client is advised to verify the above contact details, before approaching for Licenses and Permissions.

- k) The above list of Licenses and Permissions are not exhaustive and the client shall be responsible to obtain any further Licenses and Permissions that may be necessary for the Event.

17. Consumption of Liquor :

- a) Upon producing the applicable Licenses and Permissions, only the permitted type and the permitted quantity of Liquor shall be allowed to be brought inside the Premises.
- b) Consumption of the permitted type and the permitted quantity of Liquor, as stated in the applicable Licenses and Permissions, is allowed only at the designated areas of the Venue.
- c) Possession and consumption of Liquor without applicable Licenses and Permissions is strictly prohibited anywhere in the Venues and the Premises.

18. No Smoking :

- a) As per Government directive, Smoking is strictly prohibited in any public area within the Venues, except in the demarcated smoking zone.
- b) As per Government directive, Smoking of Hookah is strictly prohibited anywhere in the Venues and the Premises.

19. No Fireworks :

- a) Fireworks / Fire Crackers / Open Fire / Gas Blower / Sky Lantern / 'Fanush' (Paper-made Hot Air Balloon) are strictly prohibited anywhere in the Venues and the Premises.
- b) If any Fireworks, Open Fire, etc. as stated above, are held during the Event, despite the prohibition, then the Client shall be fully responsible and liable for the consequences of such an action.

20. Government Regulations :

- a) All Events must confirm to all applicable Central and State Government laws, rules and regulations.
- b) All Government policies / regulations prevalent during the Event shall be applicable to the Event.

- c) The Company shall not be held responsible for any subsequent changes in the Government policies, rules and/or regulations, which will / may affect the terms and conditions mentioned herein. In such circumstances, this agreement between the Company and the Client shall continue to remain valid, but shall be governed by the amended/altered Government policies, rules and/or regulations.

21. P.R./Media Policy :

- a) The Client shall not use the same name, logo, trademark or other proprietary designation of the Company in any advertising or promotional materials without the prior written permission of the Company.
- b) Any advertising or promotional material, detrimental to the interest of the Company, shall not be allowed to be displayed at the Premises.

22. Communication & Coordination :

- a) All communications to the Company must be served in writing to the appropriate address only and acknowledged by the Company.
- b) Persons must be identified by the Client with whom the Company can seek any clarification regarding the arrangements or any extra expenses. Their contact details must be provided to the Company 30 days prior to the Event Date.

23. General Terms :

- a) The Company does not take responsibility for any damage / loss / incident / accident involving the Client, its guests / attendees during the Event.
- b) The Company does not take responsibility of the security / damage / loss of any Client's or its guests' equipments or belongings.
- c) The Company shall not accept liability for any damage / loss of merchandise left at the Premises, prior to, during or after the Event.
- d) The Company does not provide any storage facility / area in the Venue, during the Event. So, the Client is responsible for protection / security of its equipments / valuables.
- e) The Company does not allow Pets and/or other animals inside the Premises.
- f) The Company reserves the right of admission / entry into the Premises, to any person who may be considered undesirable in its eye, at its sole discretion and also reserves the right of removing those persons from the Premises, who are not conducting themselves properly.
- g) The Client shall use the Venue only for the specified Event and for no other purposes.
- h) The Client and/or its guests shall not use the Premises for any illegal, immoral trade or activity and shall not cause any nuisance or hazard inside the Premises.
- i) The Client and/or its guests / attendees, etc. shall enter and exit from the Venue and/or the Premises, from the designated points only.
- j) All Pathways, Doorways, Entry and Exit Points are to be kept free of any obstruction, for the safety of the Venue and the Client and its guests / attendees.
- k) The Client shall seek prior consent from the Company about the Event Planning at the Venue.

- l) The Company reserves the right to disallow erection of any structure for the Event at the Venue, which may be considered as a risk to life and/or property, in its eye, at its sole discretion.
- m) All Vendors / Agencies engaged by the Client at the Venue, for the Event, shall be the sole responsibility of the Client, including their materials, workmen, works, quality and costs.
- n) The Client shall ensure that the Vendors / Agencies engaged by them at the Venue, for the Event, carry out their work confirming to relevant I.S. codes, best engineering practice and take all necessary precautions and safety measures, like Helmets, Safety Belts, etc. during work.
- o) The Client shall ensure that the Vendors / Agencies engaged by them at the Venue, for the Event, vacate the Venue and the Premises within the scheduled time, along with their materials, equipments and workmen.
- p) Any additional requirement during the Event may be arranged at the request of the Client, upon payment of applicable extra charges.
- q) The Company reserves the right to make additions / alterations / amendments to these Rules and Regulations, according to its discretion.

24. Damage Clause :

- a) The flowerbeds, trees and vegetations in the Premises shall not be disturbed.
- b) Cars, Two-wheelers, Hand-carts or other vehicles or any other item or equipment that may cause damage to the Lawn, shall not be allowed inside any of the open Lawns.
- c) Truss Structure, Hydraulic Structure, Revolving Structure, Kite Vision Camera (Jimmy Jib), Drone Camera or any other item or equipment that may cause damage to the Hall, shall not be allowed inside any of the covered Halls.
- d) Inflammable items such as Gas Stove, Gas Cylinder, etc. are strictly prohibited inside any of the covered Halls.
- e) Cold Fire and Confetti are strictly prohibited inside any of the covered Halls.
- f) Confetti filled with plastic streamers are strictly prohibited anywhere in the Venues and the Premises. However, Confetti filled with paper streamers are allowed in the open lawns.
- g) Sharpy Lights and Laser Lights are strictly prohibited anywhere in the Venues and the Premises.
- h) Nailing, pinning, usage of tapes, glue, etc. on the walls are not allowed. All sets, stage, props etc. have to be constructed on self-supporting stands only.
- i) No Banner / Poster shall be displayed in the driveways or any other part of the Premises except inside the Venue. However, the Company will display necessary signage providing Event details and directions to the Venue.
- j) No naked wires are allowed to be used in any of the Venue plug points. Double insulated cables with proper plugs are only allowed within the Premises.
- k) The Client shall take full responsibility for any damages and/or breakage incurred at the Premises, during erection / dismantling of the set-up for the Event and has to compensate for the same, irrespective of the amount, as may be determined by the Company.

- l) It is the responsibility of the Client to protect the entire Venue surface / property during the Event. The Client shall be liable for any damages and/or breakages caused to the Venue surface / property by its guests / attendees, etc. in any way and shall be liable to pay applicable damage charges forthwith.
- m) The Company reserves the right to recover any damages to the property during the Event, from the Client.
- n) The Client shall have to deposit before the Event, an applicable amount as a Security Deposit / Caution Money against any damages and/or breakages incurred during the Event, at the Premises. The Security Deposit / Caution Money shall be refunded without any interest and after adjustment of dues, if any, within 7 working days, after completion of the Event.

25. Indemnity :

- a) The Client shall indemnify and shall defend and hold harmless, the Company, of all costs, expenses and claims of whatsoever nature, including those arising out of accident or injury or death of the Client's employees / agents / guests / attendees and/or outsiders etc. and/or loss or damage of their property and in any manner caused, occasioned or contributed to, in whole or in part, by reason of any act / negligence, whether active or passive of anyone acting on behalf of the Client or its direction or control, arising either before, during or after completion of the Event, at the Premises.
- b) The Client shall keep the Company indemnified against all actions, claims, demands and expenses on account of any deviation, violation or non-compliance by the Client or its guests/attendees, etc. of any rules and regulations stated herein, and/or of any Licenses and Permissions, applicable to the Event.
- c) The Client shall keep the Company indemnified against all actions, claims, demands and expenses on account of any non-payment by the Client, to any Vendor / Agency engaged by it at the Venue, for the Event.

26. Force Majeure Clause :

- a) The performance of this agreement is subject to termination without liability, upon the occurrence of any circumstances beyond the control of either party such as war, terrorist attack, civil disorder, strike, lockout, riot, government order / restriction, fire, explosion, natural calamity or disaster like storm, heavy rain, lightning, flood, earthquake, epidemic etc. or any such other cause to the extent that such circumstances make it impossible to provide or use the Venue facilities.
- b) In case of Force Majeure, there shall be no refund of the Booking Value received from the Client at the time of booking and/or afterwards. However, extension of time may be granted to organize the Event at an alternate date, which has to be within 365 days from the original Event Date and the Terms for Amendment / Alteration of Date shall be applicable.

27. Jurisdiction :

- a) This agreement shall be construed and interpreted in accordance with the laws of India.
- b) The courts at Kolkata shall have exclusive jurisdiction to settle any dispute arising out of this agreement.