

# SPACE APPLICATION & CONTRACT FORM

**20 - 23 October 2010**  
MMRDA Exhibition Ground,  
BKC, Mumbai, India



Please reserve \_\_\_\_\_ sq.mtrs. of exhibit space for us as per the Scheme below :

- Shell Scheme Stand @ US\$ 300/sq.mtr. +10.30% Govt. of India Service Tax**  
 **Bare Space (Minimum 54 sqmtrs.) Stand @ US\$ 275/sq.mtrs. +10.30% Govt. of India Service Tax**

Please send us your invoice for US\$ \_\_\_\_\_ (calculated @ US\$ \_\_\_\_\_ /sq.mtr. x \_\_\_\_\_ sq.mtrs.)

Please reserve stall No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq.mtrs.

We, the undersigned, hereby confirm our booking of exhibit space as detailed in this form for CONSTRU India 2010 to be held from 20-23 October, 2010, We also confirm having read and understood the terms and conditions governing participation in this exhibition and agree to abide by the said terms and conditions without any reservation.

We further agree to remit the amount mentioned in the Invoice within 15 days from the date of invoice failing which the Organizers have the right to offer our booth/stand to other participants.

Company \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_

Email \_\_\_\_\_ Website \_\_\_\_\_

Name \_\_\_\_\_ Designation \_\_\_\_\_

in Charge of Participation \_\_\_\_\_

in Charge of PR/ Promotion \_\_\_\_\_

### For Organiser's Use Only

Stand No./s \_\_\_\_\_

Hall No. \_\_\_\_\_

Authorised by \_\_\_\_\_

File No. \_\_\_\_\_

\_\_\_\_\_  
Authorised Signature & Company Stamp

Name \_\_\_\_\_

Designation \_\_\_\_\_

Date & Place \_\_\_\_\_

Please fax or mail to :



**WINMARK SERVICES PVT. LTD.** B-702, Dheeraj Heritage Residency, Shastri Nagar, Linking Road Extn., Santacruz (W), Mumbai - 400054.  
 Phones : +91-22-2660 5550 / 7755 / 9955 Direct : +91-22-6500 2987 Fax: +91-22-2660 3992 / 93 Email : info@construindia.com  
**Regional Office :** 1202, Nirmal Tower, Barakhamba Road, New Delhi - 110001. Phone : 011-41514955 Fax : 011-41514956 Email : delhi@india-tech.com

# Terms of Contract and Conditions for Participation for Exhibitors

## 1. Definition :

The "Exhibition" shall mean 12th World Innovation Summit & Expo Infrabiz Convergence : **CONSTRU India 2010**. The "Exhibitor" shall mean the party to whom space has been allotted in the exhibition and the "Organizers" shall mean 'India-Tech Foundation' and Jt. Organiser & Exhibition Managers being 'Winmark Services Pvt. Ltd.'

## 2. Allotment of Exhibition Space :

The Organizers reserve the right to refuse allotment of space of any applicant without giving any reason. Confirmation of allotment of space will be made by the organizers on receipt of Exhibit Space Application Form duly signed, along with appropriate payment.

## 3. Costs of Participation for special position are as given overleaf.

## 4. Registration Fee

Covers basic entry in the Exhibition Directory, Visitor invitations, invitation to Exhibitor Reception (Cocktail & Dinner), memento of the exhibition etc.

## 5. Security Deposit

Every Exhibitor shall pay an interest free security deposit of 10% of participation charges (rounded off to nearest 100) refundable after the exhibition, after deduction, if any, towards cost of additional services, damages, penalties etc.

## 6. Terms of Payment

Exhibit Space Application Form must be submitted along with payment of Rs. 5000/- as Registration Fee Plus at least 25% of participation costs. Further payments to be made as follows : 50% by 31-06-2010 and balance 25% by 10-10-2010 along with the Security deposit (Refundable).

All payments must be made by crossed cheques / DD drawn on Mumbai / payable in Mumbai in favour of Winmark Services Pvt. Ltd.

## 7. Imported Exhibits / Foreign Principals

As per directives of India Trade Promotion Organization, the nodal agency attached to Ministry of Commerce, Govt. of India, which approves all International Exhibitions, duty-free import facility (Under ATA Carnet or Re-Export Bond supported by the Bank Guarantee) is available to only foreign exhibitors who have paid participation charges in foreign exchange at the rates applicable to foreign exhibitors. Indian exhibitors interested in displaying exhibits imported from foreign principals, must ensure that each of their foreign principals register as an exhibitors with the organizer, on payment of Registration Fee of US \$ 150/- and space charges US \$ 300/- per sqm. with shell scheme package for appropriate space required. At the request of Indian exhibitors and foreign principals, an integrated stall with their combined space will be provided.

## 8. Withdrawal from Participation

50% of the amount paid towards participation charges will be refunded, if the exhibitors written notice for withdrawal from participation is received by the organizers before 31-07-2010. On withdrawal after 31-07-2010 all payments made by the exhibitors shall be forfeited. Failure to take possession of the allotted space one day prior to opening of the exhibition and non-payment of full participation charges as per given schedule will be treated as withdrawal from participation. In such cases, all payments made by the exhibitors shall be forfeited and the organizers will be at liberty to allot the space so vacated to another exhibitor or to use it for any other purpose.

## 9. Reduction in Space

Reduction in space booked is allowed upto 31-07-2010. After this date, if Exhibitor reduces the space booked, 10% of space charges for the difference will be charged as penalty.

## 10. Changes of Venue Dates etc.

- The organizers reserve the right to change the venue, dates and/or duration of the exhibition, if exceptional circumstances so demand. In such an event, the obligation of exhibitor to participate shall remain in force, so long as he is informed about the charges by the organizers as early as possible, either by individual communication or press advertisement.
- The organizers also reserve the right to change the floor plans and/or location of space allotted to an exhibitor or of exit/entry points, passages, etc. any time before the commencement of erection of stalls, if in the opinion of the organizer, such changes are necessary.
- Any such changes shall not be sufficient ground for exhibitors to cancel their participation, and in case of withdrawal from participation, no refund will be permissible. Furthermore, exhibitors shall clearly indemnify the organizers against all claims, costs, or demands arising out of any such aforementioned changes or due to failure of any services during the exhibition period, including the construction and dismantling of stalls.

## 11. Insurance & Liability

Exhibitors are advised to obtain insurance cover against all risks. It is clearly understood that the organizers stand indemnified by the exhibitors in respect of any loss or damage to property due to theft, fire & Water etc. or injury to any person as well as third party claims.

## 12. Lien on Exhibits

The organizer reserves the right to retain all or any of an exhibitor's good/exhibits as collateral till all the dues including charges for services, damages, or penalties, if any, are settled by the exhibitor. Any costs for retention of the collateral will also have to be paid by the exhibitor.

## 13. Binding Terms of Contract

The Submission of the Exhibit Space Application Form duly signed by an authorized officer of the applicant company shall be deemed as confirmation of participation and acceptance of these terms of contract by the exhibitor and the Exhibitor is bound to comply with the payments due to the organizers. The contract becomes effective as soon as the organizers have confirmed the allotment of space to the applicant. Dispute if any, will be referred to the Indian Merchants Chamber 'Arbitration Council' and/or subject to Mumbai Jurisdiction

## 14. Heavy Equipment Display

Exhibitors Should inform the organizers atleast 30 days in advance for special arrangement in flooring for extremely heavy equipment exhibit display.

## 15. Supplementary Rules & Regulations

All rules and regulations detailed in the Exhibitors Manual (being issued to each exhibitor) as well as further rules framed by the organizers from time to time and circulated to all exhibitors shall be deemed to be part of these Terms of Contract and shall be binding on all exhibitors.

## 16. Electricity / Power Connection / Consumption / Other services and facilities

- Electricity requirement to Bare Space holders will be charge on actual consumption.
- A host of other services and facilities like water, telephones & security etc can be availed on payment.

## 17. Terms of Contract for release of Advertisement in the Exhibition Catalogue

- Advertisements will be accepted only against full payment in advance.
- No agency commission will be payable.
- Advertisers must supply latest by 1<sup>st</sup> October 2010, the advertisement material in correct size. Artworks or typeset matter will be accepted for B/W advertisement. However, for colour advertisements, colour separated positive films and progressive proofs must be sent by the advertiser. If the organizers are asked to process colour art-works or transparencies, cost for the same will have to be paid by the advertiser.
- Special Colours (not obtained by combination of basic colours ) will be charged 10% extra over & above the normal tariff.
- In case advertiser does not supply advertisement material in time, or if the material supplied is inadequate, advertisement space booked will be filled by publishing "With Compliments of \_\_\_\_\_ (name & address of the company)", and no refund will be allowed.
- One voucher copy of the catalogue will be provided to each advertiser.
- Double spread rates are not applicable for special position. Special position double spread advertisements will be charged at actuals.

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For further information please contact :

**WINMARK SERVICES PVT. LTD.**

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