

# **MEMORANDUM OF UNDERSTANDING**

**Between**

**Inland Waterways Authority of India**

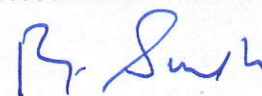
**and**

**Heritage River Journeys Pvt Ltd.**

For cooperation to  
promote Tourism in India  
through  
**River Cruising**

**April 2016**

For HERITAGE RIVER JOURNEYS PVT. LTD.



Director



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made on the 14<sup>th</sup> day of April, 2016 between:

**Inland Waterways Authority of India**, a statutory body constituted and incorporated under Section 3 of Inland Waterways Authority of India Act, 1985 and having its principal place of business at A-13, Sector-1, Noida (U.P.)-201301 (hereinafter referred to as “**IWAI**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) as the **first party**;

**AND**

**Heritage River Journeys Pvt. Ltd.**, a company incorporated under the Indian Companies Act, 1956, with its registered office at Office no: 07, 2<sup>nd</sup> Floor, Vasant Arcade, Vasant Kunj, New Delhi-110070 ( hereinafter referred to as “**Heritage**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) as the **second party**.

### **WHEREAS:**

- i) IWAI is responsible for providing the necessary infrastructure for Inland Water Transport on the National Waterways including development and maintenance of least available depths for the safe transportation of cargo and passengers.
- ii) Heritage is engaged in the business of river tourism in India .
- iii) Heritage and associates currently have a fleet of three well equipped and furnished river cruise vessels and another two under construction. Focused on Indian/foreign tourists, Heritage concept of river cruising offers a luxurious cruise experience along with sight-seeing/visits to some of the most resplendent cities, villages, temples and forests, along the route. Extension of this concept of cruising to recently declared National Waterways such as Ghaghra, Gandak, Kosi & others is also being explored for tourism and pilgrimage.
- iv) Heritage had identified the National Waterway No 1 as the first inland waterway to launch a tourist cruise service in Sept/Oct 2009 and has been adding additional cruise vessels to its fleet/services since then.

For HERITAGE RIVER JOURNEYS PVT. LTD.



  
Director

- v) In view of the technical expertise and the local knowledge of waterways in India possessed by IWAI and the experience of river cruising and the positive intent of Heritage to promote river cruising to India, the two parties have decided to work jointly towards realizing the common objective of promoting river/cruise tourism and this MOU is made to record the terms of such cooperation.

NOW THEREFORE IN CONSIDERATION OF THE COVENANTS HEREIN THIS UNDERSTANDING WITNESSETH AS UNDER:

### Definitions

1. In this MOU, unless the context otherwise requires, the following expressions shall have the following meaning and any definition introduced elsewhere in this MOU shall also apply throughout the MOU.

**'The MOU'** and or **'Understanding'** means this MOU including any exhibit or other document attached to or referred to herein.

**'NW'** means an Inland Waterway of India designated as National Waterway

**'Party'** means one of the parties to this MOU individually and **'Parties'** means both the parties collectively.

### Co-operation and support from the parties

2. IWAI and Heritage, will cooperate to promote River Tourism through river cruising using present and the recently declared National Waterways in India.
3. IWAI will support the endeavor by providing the following:
- Information on development of additional navigable waterways from time to time.
  - Navigational charts and maps for the waterways that Heritage may wish to use for tourism, from time to time, on charge basis.
  - Provide fairway to vessels of Heritage, all of which have a comparatively low draft.
  - Provide pilots to facilitate cruising of the tourist vessels especially for timely opening of pontoon bridges etc.



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Director

- e. Provide floating jetties/terminals to the tourist vessels wherever permanent terminals do not exist, as required and as mutually agreed upon.
  - f. Assist in arranging repair facilities, wherever feasible, for the vessels of Heritage, on charge basis.
  - g. Provide support to Heritage vessels in case of any distress.
  - h. Provide facilities for mooring of the vessels at IWAI terminals at Kolkata during off-season subject to availability of space.
  - i. Assist in approvals and other facilitation with government agencies, wherever applicable or mutually agreed.
4. In respect of the present cruise services offered by Heritage, IWAI will provide the following specific assistance:
- a. Survey of the recently declared National Waterways and provide the necessary navigational support wherever possible.
  - b. Improve and provide Pontoon terminals at Bandel, Chandarnagore, Kalna, Mayapur, Matiari and at Baranagar and Kolkata in consultation and with approval of the Govt of West Bengal and subject to availability of space.
  - c. Assist in the operation of Kolkata- Dhaka cruise on the protocol route.
5. Heritage will support the endeavor through the following:
- a. Study the tourism potential of various segments of inland waterways of India and devise itineraries which would highlight and promote the flora and fauna and the diverse art/architecture/culture of India especially to the foreign tourists. Heritage will also facilitate and provide support for IWAI to produce promotional material for river tourism.
  - b. Set benchmarks in comfort and hospitality by providing passenger cruise services, matching the best offered anywhere else in the world.
  - c. Promote river cruising in India through the worldwide marketing network of Heritage and its agents.
  - d. Involve and associate other agencies like tourism promotion offices of various states (Department of Tourism) and other similar agencies in joint promotion and for organizing events for tourists aboard its tourist vessels.
  - e. Explore possibility of extending one of its current itineraries to Chitrakoot and further through the Yamuna on to the Chambal

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during the monsoon season and additional passenger cruise services in the proposed Kakinada- Puducherry canal system integrated with Godavari and Krishna rivers in the second phase.

- f. Explore other options like the NW 3 and the East Coast Canal in a phased manner.
- g. Operate a cruise service on the Kolkata-Dhaka protocol route in 2017-18, after the modalities have been finalized between the respective governments.

### **Confidentially**

6. Parties will maintain full confidentiality of all aspects of this cooperation and the technical, operational and commercial information of each other that may come into hands of either Party during the term of this Understanding.
7. The condition of confidentiality under this clause will survive the term of this Understanding.

### **Representation & Entirely**

8. Each of the Parties represents, and confirms that it is fully empowered by its respective board of directors and by delegation of executive authority, if any, to execute this MOU and that the interest of any third party will not be adversely affected by this MOU.
9. This MOU constitutes the entire agreement between the Parties on the subject and substitutes any other previous written or oral agreements between them and it may be modified only by a specific written document signed by the Parties.

### **Further Agreements**

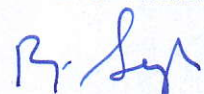
10. Both parties will work with full sincerity and in good faith to implement the intent of this MOU and towards this end further agreements and any other measures as considered necessary from time to time will be undertaken expeditiously.

### **Miscellaneous**

11. The Parties have entered into this MOU purely on a principal to principal basis and nothing stated herein shall be deemed or construed as a partnership between the Parties, nor shall the Parties constitute an Association of Persons or be agents of each other.



For HERITAGE RIVER JOURNEYS PVT. LTD.



### Difference in perception/understanding

12. Parties shall endeavor to resolve any difference in perception/ issue/ matter arising out of or in relation to this MOU or performance or non-performance of their respective obligations under or as envisaged in this MOU through mutual discussion.
13. If the Parties are not able to resolve or settle any such differences or issues or matters through mutual discussions, then these may be referred to the Chairman of IWAI, whose decision shall be final and binding on the Parties.

### Copies

14. This MOU is made in two originals, one each for both the Parties.

IN WITNESS WHEREOF the Parties have by their authorized representatives, hereunto subscribed and set their respective hands on the 14<sup>th</sup> day of April, 2016.

For and on behalf of  
Inland Waterways Authority of India

For and on behalf of  
Heritage River Journeys Pvt. Ltd

For HERITAGE RIVER JOURNEYS PVT. LTD.



(Shrikant Mahiyaria)  
Member (Traffic)



(Raj Singh)  
Director

Shrikant Mahiyaria, I.R.T.S.  
Member (Traffic)  
Inland Waterways Authority of India  
(Ministry of Shipping, Govt. of India)  
A-13, Sector-1, Noida-201301 (U.P.)

In the presence of the following witnesses

1. Signature



Name: RAVI KANT

Address DIRECTOR,  
IWAI, PATNA

1. Signature



Name: Raghavendra Rao

Address C-7/229, SDA, Hauz Khas,  
New Delhi - 110016