

MEMORANDUM OF UNDERSTANDING

BETWEEN

INLAND WATERWAYS AUTHORITY OF INDIA (IWAI) (Ministry of Ports, Shipping and Waterways,
Government of India)

AND

THE STATE GOVERNMENT OF UTTAR PRADESH (Through its Department of Tourism/Transport/Urban
Development)

**FOR FACILITATION AND MARKETING SUPPORT FOR THE DEVELOPMENT OF WORLD-CLASS RIVER
CRUISE TERMINALS AT VARANASI**

This Memorandum of Understanding (hereinafter referred to as "MoU") is made and entered into on
this [Day] day of [Month], [Year]

BY AND BETWEEN:

- I. INLAND WATERWAYS AUTHORITY OF INDIA (IWAI), an autonomous body under the Ministry of Ports, Shipping and Waterways, Government of India, established under the Inland Waterways Authority of India Act, 1985, having its Head Office at A-13, Sector-1, Noida-201301, Uttar Pradesh (hereinafter referred to as "IWAI", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns);

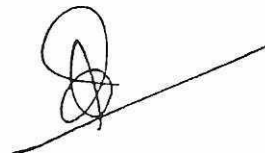
AND

- II. THE STATE GOVERNMENT OF UTTAR PRADESH, acting through its Department of Tourism / Transport/Urban Development (as applicable), having its principal office at [Address of relevant Department, e.g., LokBhawan, Lucknow-226001], Uttar Pradesh (hereinafter referred to as "GoUP", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns).

(IWAI and GoUP are hereinafter collectively referred to as "the Parties and individually as "Party").

WHEREAS:

- A. IWAI is the statutory body responsible for the development and regulation of inland waterways for shipping and navigation in India, Including the development of necessary infrastructure such as terminals, jetties, and navigational aids.
- B. The Government of India has declared the Ganga River (from Haldia to Prayagraj) as National Waterway-1 (NW-1), recognizing its immense potential for freight and passenger movement, including river cruise tourism.



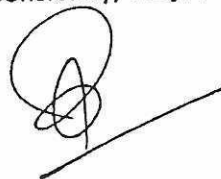
- C. Varanasi, a city of immense cultural and spiritual significance, is strategically located on NW-1 and holds significant potential for attracting national and international tourists through river cruises, thereby boosting local economy and tourism.
- D. IWAI intends to develop "World-Class River Cruise Terminals" at Varanasi (hereinafter referred to as "the Terminals") to provide state-of-the-art facilities for river cruise passengers, operators, and ancillary services, thereby promoting river tourism on NW-1.
- E. The GoUP recognizes the significant potential of river tourism for economic growth, employment generation, and promotion of its cultural heritage, and is keen to facilitate and support the development of such crucial infrastructure within the state.
- F. The Parties desire to enter into this Mou to establish a framework for collaboration wherein GoUP provides essential facilitation support (including land, utilities, and approach roads), marketing support, and operational assistance, crucial for the successful and timely development, promotion, and efficient functioning of the Terminals by IWAI.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. PURPOSE AND OBJECTIVES: The primary purpose of this MoU is to define the framework for collaboration between IWAI and GoUP for the successful and timely development of a World-Class River Cruise Terminal at Varanasi. The key objectives are:

- a) To facilitate the provisioning of necessary land, utilities, and approach road infrastructure by GoUP for the Terminal project.
- b) To foster a supportive environment for the development and operation of the Terminal by ensuring timely statutory clearances and security.
- c) To jointly promote river cruise tourism on NW-1, positioning Varanasi as a premier river cruise destination.
- d) To enhance connectivity, economic activity, and tourism potential in the region through the development of world-class riverine infrastructure and seamless operational support.

2. SCOPE OF THE MOU: This MoU outlines the commitments and responsibilities of GoUP in providing facilitation support, marketing assistance, and operational support for the development and functioning of the River Cruise Terminal at Varanasi by IWAI. This includes facilitation in identification and acquisition/allotment of land, transfer, provision of external utility connections, development of landside approach infrastructure, marketing initiatives, and assistance for smooth day-to-day operations. The construction, operation, and maintenance of the core Terminal infrastructure (terminal building, jetties, pontoons, etc.) shall remain IWAI's primary responsibility, subject to the GoUP's agreed facilitation and operational assistance.



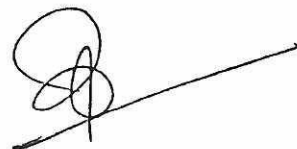
3. ROLES AND RESPONSIBILITIES

3.1. Responsibilities of IWAI: The responsibilities of IWAI shall include -

- a) **Project Proponent & Funding:** IWAI shall be the primary project proponent for responsible for the acquisition/procurement of land, design, planning, funding, construction, and eventual operation and maintenance of the core Terminal infrastructure, including the terminal building, jetties, pontoons, and associated water-side facilities.
- b) **Technical Expertise:** IWAI shall provide the technical specifications, designs, and project management expertise for the Terminal's development.
- c) **Compliance:** IWAI shall ensure that the Terminal design and construction comply with all applicable national and international standards for river cruise terminals and navigation.
- d) **Navigational Access:** IWAI shall continue to be responsible for maintaining the navigability of the fairway on NW-1 leading to and from the Terminal, including dredging, provision, and maintenance of navigation aids, and issuing necessary advisories.
- e) **National Promotion:** IWAI shall promote the Terminal and river cruise tourism nationally and internationally as part of its broader initiatives for NW-1.

3.2. Responsibilities of State Government of Uttar Pradesh (GoUP): The responsibilities of GoUP shall include

- a) **Land Identification and Transfer:** GoUP, through its designated department/agency shall facilitate in:
 - i. Identifying land (approx. [Specify Area, e.g., 2-5 acres] or as required by IWAI's design) for the Terminal project at Varanasi.
 - ii. Ensuring swift transfer of clear title of the identified land to IWAI, free from all encumbrances, or granting long-term lease/usufructuary rights as mutually agreed.
 - iii. Facilitating the expeditious removal of any existing encroachments or structures on the identified land.
- b) **External Utilities & Services:** GoUP shall facilitate the timely provision of necessary external utility connections up to the Terminal plot boundary, including:
 - i. Reliable electricity supply and required electrical infrastructure.
 - ii. Potable water supply.
 - iii. Sewerage connectivity and disposal mechanisms.



c) Approach Road Development: GoUP shall facilitate in:

- i. Developing, upgrading, and maintaining an all-weather approach road connecting the Terminal site to the nearest main road network as far as possible.

d) Statutory Clearances & Permits: GoUP shall provide all necessary facilitation for IWAI to obtain timely approvals, clearances, and permits from various state and local authorities (e.g., environmental clearances, building permits, urban development approvals) required for the construction and operation of the Terminal. GoUP shall designate a nodal officer for this purpose.

e) Security and Law & Order: GoUP shall ensure adequate security arrangements, including deployment of security personnel/police, to maintain law and order in case of need, ensure safety of passengers, staff, and assets during both construction and operational phases of the Terminal.

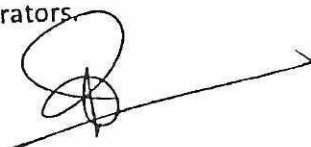
f) Ancillary Landside Infrastructure: GoUP shall facilitate the development of ancillary landside infrastructure in the vicinity of the Terminal, such as adequate public parking facilities, taxi stands, bus stops, and public conveniences.

g) Support in Facilitating Operations: GoUP shall provide ongoing assistance for the smooth functioning of Terminal operations by:

- i. Coordinating with local authorities for traffic management, public transport access, and crowd control outside the Terminal premises.
- ii. Facilitating necessary liaison with local law enforcement, municipal bodies, and other government agencies for day-to-day operational requirements.
- iii. Providing necessary support for disaster management and emergency response coordination related to Terminal operations.

h) Marketing and Promotion Support: GoUP, through its Department of Tourism, shall actively support the promotion of the Varanasi River Cruise Terminal and NW-1 tourism by:

- i. Integrating the Terminal and river cruises into its state-level tourism marketing campaigns and tourist circuits.
- ii. Providing policy support, incentives, or facilitation to attract private river cruise operators to operate from Varanasi
- iii. Organizing and promoting events, festivals, and cultural activities at or near the Terminal to attract tourists.
- iv. Providing information dissemination and visitor assistance services for river cruise tourists
- v. Collaborating on joint marketing initiatives with IWAI and private operators.



4. TERM AND REVIEW

- a) This MoU shall come into effect from the date of its signing and shall remain in force for a period of ten (10) years, unless terminated earlier in accordance with the provisions herein.
- b) The MoU may be extended for further periods upon mutual written agreement of both Parties, based on a review of its effectiveness and continued relevance.
- c) The Parties shall review the progress and implementation of this MoU annually through the Joint Steering Committee.

5. **AMENDMENT:** This MoU may be amended or modified at any time by mutual written agreement of both Parties. Any such amendment or modification shall form an integral part of this MoU.

6. TERMINATION:

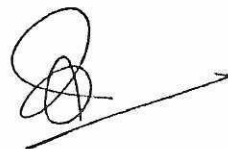
- a) This MoU may be terminated by either Party by giving six (6) months' prior written notice to the other Party, without assigning any reason.
- b) This MoU may be terminated by either Party immediately if the other Party commits a material breach of any of the terms and conditions of this MoU and fails to remedy such breach within ninety (90) days of receiving written notice of such breach.
- c) Notwithstanding termination, any liabilities or obligations incurred prior to the effective date of termination shall remain binding on the respective Parties.

7. **DISPUTE RESOLUTION:** Any dispute, difference, or question which may arise between the Parties concerning the construction, meaning, or effect of this MoU, or the rights or liabilities of the Parties hereunder, shall be resolved amicably through mutual discussions and negotiations. If no amicable resolution is reached within sixty (60) days, the dispute shall be referred to the Secretary, Ministry of Ports, Shipping and Waterways (Government of India) and the Chief Secretary (Government of Uttar Pradesh) for their joint intervention and resolution.

8. **GOVERNING LAW AND JURISDICTION** This MoU shall be governed by and construed in accordance with the laws of India. The Courts at Lucknow shall have exclusive jurisdiction to entertain any suit or proceeding arising out of this MoU.

9. GENERAL PROVISIONS


- a) **Non-Binding Nature:** This MoU represents the mutual understanding and intent of the Parties and is not intended to create any legally binding financial obligations beyond the express provisions outlined herein, particularly those relating to responsibilities and dispute resolution. It serves as a framework for a more detailed agreement or project-specific contracts if required.



b) **Severability:** If any provision of this MoU is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

c) **Force Majeure:** Neither Party shall be held liable for non-fulfillment of their obligations under this MoU if such non-fulfillment is due to a Force Majeure event (acts of God, war, natural calamities, pandemic, etc.), provided prompt notice is given to the other Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on the date first above written.

For & on behalf of Government of Uttar Pradesh:	For & on behalf of Inland Waterways Authority of India: 
Witness: 1. 2.	Witness: 1. 2.

