



**MEMORANDUM OF UNDERSTANDING
BETWEEN
KOLKATA PORT ACCRETION LIMITED
AND
SYAMA PRASAD MOOKERJEE PORT,
KOLKATA
AND
INLAND WATERWAYS AUTHORITY OF INDIA**

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter referred to as the "**MoU**") is entered on 17th day of October, 2025 at Kolkata.

Amongst

Kolkata Port Accretion Limited, a Government Company within the meaning of the Companies Act 2013 and a company wholly owned by Syama Prasad Mookerjee Port Authority, Kolkata (SMPA) having its registered office at 15, Strand Road Kolkata 700001, West Bengal (hereinafter referred to as "**KPAL**", which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors and assigns) and herein acting through its Chairman or his nominee of the **First Part**.

And

BOARD OF MEMBERS for Syama Prasad Mookerjee Port Authority, a body corporate constituted under the provision of the Major Port Authorities Act, 2021 and having its Head office at 15, Strand Road, Kolkata 700001 (hereinafter referred to as "**SMPA**", which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors and assigns) and herein acting through its Chairman of the **Second Part**.

And

Inland Waterways Authority of India, a statutory authority under the Ministry of Ports, Shipping and Waterways, Government of India, having its Head Office at A-13, Sector-1, Noida, Uttar Pradesh 201301 (hereinafter referred to as "**IWAI**", which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors and assigns) and herein acting through its Chairman of the **Third Part**.

(**KPAL**, **SMPA** and **IWAI** shall collectively be referred to as "**Parties**" and individually be referred to as a "**Party**" as the case may be.)

WHEREAS:

- A. The Ministry of Ports, Shipping and Waterways (MoPSW) *vide* letter dated 30th October 2024 approved the change of location of the terminal from Tribeni to Balagarh as Tribeni was earlier a part of CCEA's approval under Jal Marg Vikas Project.
- B. As per the approvals of the Standing Finance Committee (SFC) meeting held on 11th March 2025, the Balagarh Intermodal Terminal shall comprise basic infrastructure development including essential road connectivity, a rail overbridge, dredging, reclamation, backfilling, ground improvement and allied works.
- C. IWAI has approved the funding of EPC works of the SPV and they would be transferring the said amount as equity contribution.
- D. IWAI and KPAL have mutually agreed to establish a Special Purpose Vehicle (SPV) to be named Balagarh Port Infrastructure Development Limited (BPIDL) for undertaking development, operation, and management of the Balagarh Intermodal Terminal, with equity participation from both the Parties as per requirement.
- E. The Parties now desire to record their mutual understanding and cooperation for the development and operation of the Balagarh Intermodal Terminal through the said SPV.

A. Scope & Objective:

- a) To promote and incorporate a Special Purpose Vehicle (SPV) under the provisions of the Companies Act, 2013 by the name, Balagarh Port Infrastructure Development Limited (BPIDL) with shareholding by IWAI and KPAL at inception.
- b) The SPV shall undertake planning, development, financing, construction, operation, maintenance and management of the Balagarh Intermodal Terminal and allied infrastructure.
- c) The SPV shall also act as the concessioning authority for awarding, monitoring and managing PPP projects related to the Terminal, including RFP preparation, concession agreements, collection of revenues, royalties, user charges etc.

- d) The project shall strive to provide multimodal connectivity, state-of-the-art logistics facilities, and value-added services such as customs clearance, bonded storage, cold chain, packaging, testing and allied support facilities.

B. Equity Participation

- a) The total initial authorized capital of the SPV shall be ₹15,00,000/- (Rupees Fifteen Lakhs only.)
- b) Both KPAL and IWAI have considered to participate in the equity shareholding of the SPV. Initially, KPAL shall subscribe equity of ₹7,65,000/- (Rupees Seven Lakhs Sixty-Five Thousand only) and IWAI shall subscribe equity of ₹7,35,000/- (Rupees Seven Lakhs Thirty-Five Thousand only), resulting in the ratio of 51:49 respectively.
- c) Further, the infusion of equity shareholding by KPAL and IWAI shall be staggered in line with the project requirement.
- d) SMPA will contribute equity by way of land leasing. The value of the land shall be determined based on the valuation undertaken by a land valuer at the time of transfer of Land to the SPV.
- e) Dividends shall be distributed to the shareholders in proportion to their equity shareholding in the SPV.

C. Co-option of New Entities:

The Parties further agree, subject to such approvals as may be required, that based on Balagarh Port Development, implementation and /or Operation, Maintenance and Management requirements, the Parties may induct / Co-opt, from time to time, such additional entities in this collaborative framework as may be expedient for the purpose and objectives of this MOU with (i) such equity shareholding participation; and (ii) roles & responsibilities as may be mutually agreed upon amongst the concerned parties.

D. Development & Implementation:

- a) EPC works for the terminal shall be executed by SPV. However work may also be carried out through SMPA or any agency engaged by SMPA on behalf of the SPV. NoC of CESC for establishment of connectivity and other clearances including EC would also be valid for the SPV. In other words SPV would act as the successor of interest of SMPA in respect of all works of Balagarh terminal including connectivity.
- b) The SPV shall be responsible for issuing RFQs (Request for Qualifications) and RFPs (Request for Proposals), awarding concession agreements and monitoring concessionaires.
- c) All revenue streams including concessionaire royalties, user charges, and other incomes shall accrue to the SPV.
- d) The SPV shall progressively expand facilities in phases based on demand and traffic growth.
- e) The SPV shall adopt best practices in planning, design, and execution, with a focus on efficiency, safety, sustainability, and minimal environmental impact.
- f) The Parties agree to ensure that all works are executed in compliance with applicable laws, regulations, clearances, and guidelines issued by Government authorities.
- g) The SPV shall be responsible for operation and maintenance of the developed assets for the concession period, ensuring that service levels and performance benchmarks are consistently met.
- h) The Parties shall jointly work towards facilitating connectivity improvements, including road, rail, and IWT linkages, required for the success of the project.
- i) The SPV shall ensure phased development of the project, with facilities to be expanded progressively in alignment with demand, cargo traffic growth, and directions of the Joint Steering Committee (JSC).
- j) The project shall be implemented in two parts – **EPC and PPP** – as under SMP:

EPC Part:

- Development of essential road connectivity, including CESC bridge approaches.
- Construction of Road over Bridge (RoB) over the railway line.
- Dredging of Turning Circle and Approach Channel.
- Reclamation by hydraulic filling and backfilling with selected material from borrow pit, compaction, and ground improvement.
- Estimated cost: ₹131 Cr to be executed through SPV through funds support from IWAI / JMVP.

PPP Part (DBFOT):

- Construction of berths.
- Procurement of cargo handling equipment.
- Development of cargo storage area, drainage, and onshore infrastructure.
- Dredging of berth pockets, hydraulic filling, compaction, and bank protection.
- Implementation of environmental mitigation measures.
- Estimated investment: ₹407.20 Cr.

Implementing Agencies:**EPC Part (SPV):**

- Road Connectivity, ground improvement, dredging of channel and Turning Circle, reclamation, compaction, etc. To be executed through SPV.

PPP Part:

- To be implemented through a Concessionaire, selected on DBFOT mode via RFQ, RFP, and Concession Agreement (CA) process.
- Implementation and performance to be monitored through an Independent Engineer, jointly appointed by SPV.

Implementation Schedule:

- EPC Part shall be executed within a period of twenty-four (24) months from the date of commencement.
- The PPP Part shall be executed within a period of thirty-six (36) months from the date of commencement of the concession agreement.
- The overall project implementation period shall be approximately four (4) years, with an overlapping period of one (1) year between the EPC works and the PPP works to ensure continuity and timely completion.

E. Roles, Responsibilities & Terms:

The Parties hereby agree to cooperate with each other in order to successfully develop and implement the Balagarh Port Development. The

role and responsibilities of the Parties, along with other terms are as under:

1. General Co-operation & Understanding:

- i. Balagarh Port Development Project specific SPV will be formed amongst the Parties and other Government stakeholders (if any), for the efficient implementation of the project in due course.
- ii. Each Party shall nominate at least one representative/ nodal officer for signing of this MOU.
- iii. In case, any of the Party wishes to increase its equity share in the SPV, it will accordingly contribute additional equity capital to the SPV as per mutual agreement.
- iv. A detailed study will be carried out to evaluate and determine the technical, economic and financial feasibility for development of Balagarh Port Development Project at the proposed location and based on the same detailed project development plans would be formulated by the Parties for project development and implementation.
- v. Based on the structure preferred for the development and implementation of Balagarh Port Development Project, the Parties shall comply with the applicable guidelines, recommendations and directions issued by the Government of India and/or any of its concerned entities in this regard.
- vi. In an unlikely event of the Balagarh Port Development Project SPV incurring loss, the losses will be borne by the equity holders of SPV in proportion of their (then) shareholding on fully diluted basis.

2. Role of KPAL and IWAI:

- a) KPAL and IWAI shall bear the cost of development of the Balagarh Port Development Project in a phased manner as per the requirements which includes basic infrastructure development including essential road connectivity (with CESC bridge approaches), construction of a RoB

over the Railway Line, dredging of the Turning Circle and Approach channel, Reclamation via hydraulic filling and backfilling from borrow pits, compaction and ground improvement.

- b) KPAL and IWAI will implement the project on behalf of Balagarh Port Development Project specific SPV and will also monitor the construction and operations of the SPV.

3. Role of SMPA:

SMPA shall contribute by way contributing initially 100 acres land towards required facilities in the Balagarh Port Development Project and provide it on as-is-where-is-basis to the successful concessionaire on long term lease basis as per terms of MCA /DCA and PGLM guidelines directly or through the Balagarh Port Development Project specific SPV. Further requirement of land in connection with the project would be reviewed by the Board of the SPV and would be decided by the SMPA.

F. Governance & Management

- a) The Board of Directors of the SPV shall comprise nominees from both KPAL (through SMPA) and IWAI, including:

KPAL	IWAI
Chairman	Vice Chairman
Deputy Chairman	Chief Engineer
Director, Marine Department	
Chief Engineer	
Financial Advisor & Chief Accounts Officer	
Sri S K Dhar, currently acting as OSD (O&P) from SMPA	

- b) The SPV shall function under joint management of both Parties.
- c) Any losses of the SPV shall be borne by the shareholders in proportion to their equity holding.

G. Commencement & Term:

This MOU will become effective on and with effect from the date of its execution by the duly authorized representatives of Parties and will remain in force & effect till such time the parties mutually decide, in writing, to terminate this MOU or enter into a more detailed and substantive agreement expressly superseding this MOU.

The termination of this MOU shall not affect the rights & obligations of the parties accrued prior to such termination.

H. Amendment to the MOU & Notices:

No amendment to this MOU shall be valid or binding unless set forth in writing and duly executed by the Parties to this MOU.

Further, each Party shall give due consideration to any proposals for modification / amendment made by the other Party.

Notice:

Any notice or other written document required or permitted to be given hereunder or for the purposes hereof to any Party shall be sufficiently given, if delivered personally or if transmitted by email or other form of recorded communication to such party.

Notices shall be sent to the addressees as per their registered office addresses. All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this MOU shall be in writing and in English language.

I. Miscellaneous

- a) Parties will undertake reasonable policy measures/ decision for the success of Balagarh Port Development Project. The Parties also undertake to act in good faith with respect to each other's rights under this MOU and to adopt all reasonable measures to ensure the realization of the objectives of this MOU.

- b) All the development shall be done accommodating local area regulations and any notified policy for development of Balagarh Port Development Project.
- c) This MOU is executed in triplicate with each copy being an original thereof and having equal legal validity.
- d) Notwithstanding anything contained in this MOU, Parties shall not have any financial or legal liability whatsoever arising directly or indirectly from any of the stipulations arising from or in connection with this MOU, unless specifically agreed to by the Party concerned.
- e) At all times after the date hereof, the parties shall execute all such documents, enter into additional writings and do such acts and things as may reasonably be required for the purpose of giving full effect to this MOU. Each Party shall bear its own costs and expenses unless otherwise mutually agreed.
- f) If any provision of this MOU is declared to be invalid, unenforceable or illegal by any competent arbitral tribunal or court, such invalidity, non-enforceability or illegality shall not prejudice or affect the remaining provisions of this MOU and the same shall continue in full force and effect.
- g) The Parties recognize that it is impractical in this MOU to provide for every contingency which may arise during the life of the MOU, and the Parties hereby agree that it is their intention that this MOU shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this MOU either party believes that this MOU is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness or difficulties.
- h) The division of this MOU into sections and other subdivisions are for convenience of reference only and shall not affect the construction or interpretation of this MOU.
- i) Except as otherwise provided in this MOU, each Party shall be responsible for its own costs and expenses incurred in connection with performing and observing its obligations and covenants under this MOU.

J. Dispute:

Any dispute or difference arising between the Parties in relation to or arising out of the subject matter of this MOU will be settled by mutual discussions between the authorized representatives of the Parties, failing which through the intervention of the Secretary of the Ministry of Ports, Shipping and Waterways, Government of India.

K. Applicable Laws:

This MoU is subject to all valid laws of India, regulations, rules and orders of Governmental Authorities now or hereafter. The Courts in Delhi shall have jurisdiction over the Parties.

L. Remedies and Waiver:

No delay or omission on the part of any Party in exercising any right, power or remedy provided by Law or under this MOU shall impair such right, power of remedy or operate as a waiver thereof.

The single or partial exercise of any right, power or remedy provided by Law or under this MOU shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

M. Confidentiality

The Parties acknowledge the confidentiality of the information, which may be transferred between the Parties from time to time as being essential to this MOU and agree not to disclose the same to any other third party. However, each party shall be free to disclose such information as is:

- (a) Part of the public domain at the time of disclosure;
- (b) Required to be disclosed by Official authorities in accordance with the Applicable Laws;
- (c) To their professional advisors;
- (d) To their officers, employees, agents or representatives, who need to have access to such information for the proper performance of their

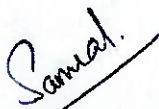
activities; the obligation of Parties as defined above shall apply notwithstanding termination of this MOU.

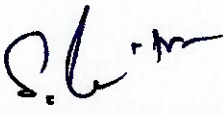
IN WITNESS WHEREOF, the Parties to the MOU have caused their respective duly authorised persons to execute these presents on the date first herein above.

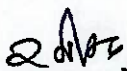
The Common Seal of
Syama Prasad
Mookerjee Port,
Kolkata
was hereunto affixed

The Common Seal of
KOLKATA PORT
ACCERTION LIMITED
was hereunto affixed

The Common Seal of
INLAND WATERWAYS
AUTHORITY OF
INDIA
was hereunto affixed

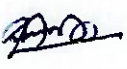

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Shri. Samrat Rahi
Deputy Chairman


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Shri. Santanu Mitra
Director


.....
Shri. Ravindra Kumar
Director

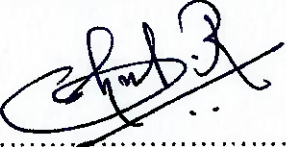
Ravindra Kumar Singh
Director
Inland Waterways Authority of India
Ministry of Ports, Shipping & Waterways, Govt. of India
Kolkata - 700043

Witnesseth


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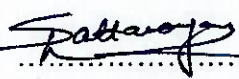
Name: **SANSAY CHAURABARTI**
Designation: **SM (CHLCH)**

Witnesseth


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Name: **R. GOKUL**
Designation: **SATH (EA TO CHAIRMAN)**

Witnesseth


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Name: **Sawas K. Pattanayan**
Designation: **civil eng.**

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