

हडको/लिस्ट.कं./एसई/2025

29 अक्टूबर, 2025

लिस्टिंग विभाग
बीएसई लिमिटेड
फ़िरोज़ जीजीभाय टावर्स,
दलाल स्ट्रीट,
मुंबई - 400001
स्क्रिप कोड: 540530

लिस्टिंग विभाग
नेशनल स्टॉक एक्सचेंज ऑफ इंडिया लिमिटेड
एक्सचेंज प्लाज़ा, प्लॉट नं. सी/1, जी ब्लॉक,
बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व),
मुंबई - 400051
स्क्रिप कोड: हडको

**विषय : "भारत समुद्री सप्ताह 2025" के अंतर्गत हाउसिंग एंड अर्बन डेवलपमेंट कॉर्पोरेशन लिमिटेड (हडको)
द्वारा समझौता ज्ञापन पर हस्ताक्षर**

महोदय/या,

इस संबंध में हमारे पहले के संचार (पत्रों) को जारी रखते हुए, यह सूचित किया जाता है कि चल रहे "भारत समुद्री सप्ताह 2025" के दौरान, हाउसिंग एंड अर्बन डेवलपमेंट कॉर्पोरेशन लिमिटेड (हडको) ने निम्नलिखित विवरण के अनुसार 29 अक्टूबर, 2025 को गैर-बाध्यकारी समझौता ज्ञापन (एमओयू) पर हस्ताक्षर किए हैं:

1. सागरमाला फाइनेंस कॉर्पोरेशन लिमिटेड (एसएमएफसीएल) के साथ समझौता ज्ञापन (एमओयू) ताकि पोर्ट्स, हार्बर्स, टर्मिनल और संबंधित कनेक्टिविटी इंफ्रास्ट्रक्चर सहित समुद्री और तटीय अवसंरचना परियोजनाओं में संयुक्त वित्त पोषण के लिए सहयोग की संभावनाओं का पता लगाया जा सके; अंतर्देशीय जल परिवहन अवसंरचना और जलमार्ग जहाजों का विकास; समुद्री क्षेत्रों में नवीकरणीय और हरित ऊर्जा पहल; शिपबिल्डिंग और शिप रिपेयर इंफ्रास्ट्रक्चर का समर्थन जिसमें शिपयार्ड और ड्राई डॉक का आधुनिकीकरण शामिल है; लॉजिस्टिक और मल्टी-मॉडल इंफ्रास्ट्रक्चर का विकास आदि। सहयोगी परियोजनाओं की कुल लागत का अनुमान पूरे एमओयू अवधि के दौरान लगभग 80,000 करोड़ रुपये होगा।
2. एसएमपीए और हडको के बीच सहयोग के लिए, कोलकाता के श्यामा प्रसाद मुखर्जी पोर्ट (एसएमपीए) के साथ समझौता ज्ञापन (एमओयू), जिसमें हडको, एसएमपीए द्वारा चयनित परियोजना क्रियान्वयन एजेंसियों के साथ सहयोग के अवसरों का पता लगाएगा और नए परियोजनाओं एवं वर्तमान परियोजनाओं के पुनर्वित्त/टेक-आउट की वित्तीय आवश्यकताओं को पूरा करने के लिए 3000 करोड़ रुपये तक की निधि प्रदान करेगा। प्रस्तावित सहयोग का उद्देश्य एसएमपीए की पोर्ट और संबद्ध इन्फ्रास्ट्रक्चर परियोजनाओं के विकास, आधुनिकीकरण और उन्नयन को कवर करना और दोनों संगठनों की क्षमता और कौशल विकास के लिए संयुक्त सम्मेलन/कार्यशालाओं का आयोजन करना है।

हस्ताक्षरित समझौता ज्ञापनों की प्रतियाँ संलग्न हैं।

कृपया यह आपकी जानकारी और रिकॉर्ड हेतु

भवदीय,

कृते हाउसिंग एंड अर्बन डेवलपमेंट कॉर्पोरेशन लिमिटेड
विकास गोयल
कंपनी सचिव और कंप्लायंस ऑफिसर



MEMORANDUM OF UNDERSTANDING

For Exploring Collaboration and Financing Opportunities in the
Maritime Sector

Between

M/s. Sagarmala Finance Corporation Limited (SMFCL)
*(a Mini-Ratna Category-I Central Public Sector Undertaking and
maritime sector-specific NBFC, under the Ministry of Ports, Shipping
and Waterways, Government of India ("MoPSW"))*

And

M/s. Housing and Urban Development Corporation (HUDCO)
*(a 'Navratna' company under the administrative control of the Ministry of
Housing and Urban Affairs, Government of India, and is registered with
RBI as non-banking finance company (NBFC), Public Financial
Institution (PFI) and Infrastructure Financing Company (IFC))*

**SIGNED AT EVENT
INDIA MARITIME WEEK 2025
AT MUMBAI
ON 29th OCTOBER 2025**

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MoU) is executed at ^{Mumbai} New-Delhi on 29/10/2025 amongst:

M/s. Housing and Urban Development Corporation Limited having its Registered office at HUDCO Bhawan, India Habitat Centre, Lodhi Road, New Delhi-110003 and shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators, heirs, assigns and nominees of the FIRST PART

AND

Sagarmala Finance Corporation Limited, having its Registered office at 1st F Floor, Thapar House, Gate no 2, 124 Janpath, New Delhi-110001 (hereinafter referred to as "SMFC LTD"), which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators, heirs, assigns and nominees of the SECOND PART

(HUDCO LTD and SMFC LTD are individually referred to as the 'Party' and collectively as 'Parties'.)

WHEREAS;

i) HUDCO is a 'Navratna' company under the administrative control of the Ministry of Housing and Urban Affairs, Government of India, and is registered with RBI as non-banking finance company (NBFC), Public Financial Institution (PFI) and Infrastructure Financing Company (IFC).

ii) HUDCO is a techno-financial institution and focuses on promoting and financing housing and urban development projects in India. It provides long term loans for affordable housing and infrastructure development projects, enhancing accessibility and quality of urban environments. Its initiatives include slum redevelopment, affordable housing schemes, and urban infrastructure improvements, which play a vital role in strengthening social and economic fundamentals of India and building assets for the Nation.

iii) SMFC LTD, is a "Central Public Sector Enterprise" under the administrative control of Ministry of Ports, Shipping and Waterways, and is registered with RBI as non-banking finance company (NBFC).

SMFC LTD Provides loans for maritime sector comprising of shipping, shipbuilding, ports, coastal & Inland Waterways, Waterways Vessels, Fishing Vessels and other maritime related projects,

iv) Parties have been exploring the possibility of collaboration to jointly fund the Maritime Projects both in private and public sector space, wherein the Parties can mutually participate to provide financial support to the prospective Borrowers subject to due diligence and on case to case basis. Accordingly, this Memorandum of Understanding sets forth the Parties' mutual intentions to explore potential areas of collaboration. It does not create, and shall not be construed as creating, any binding legal obligations, financial commitments, or enforceable rights or liabilities of any kind.

v) Parties are now desirous of recording the aforesaid understanding in a writing in a manner contained hereinafter.

1. PURPOSE:

i) The purpose of this MOU is to formally provide a general understanding amongst the Parties and jointly work towards endeavouring to enter into an arrangement of the specific project funding subject to satisfactory due diligence, legal/other compliances and due internal approvals.

ii) The Parties intend to jointly work to provide the financial assistance to the eligible projects both in private and public sector space/or on case-to-case basis subject to proper due diligence as per respective policy of the Parties for coming next 10 years. In this regard, the Parties shall have right to request and receive required information and documents of the specific project/ borrower. However, nothing contained herein shall obligate either Party to fund, approve, or participate in any project unless and until a definitive agreement is executed.

2. POTENTIAL AREAS OF COLLABORATION

The Parties agree to explore collaboration for joint financing in the indicative following areas:

- a) Maritime and coastal infrastructure projects including ports, harbours, terminals, and associated connectivity infrastructure;
- b) Development of inland water transport (IWT) infrastructure and waterway vessels;
- c) Renewable and green energy initiatives in maritime zones including port electrification, solar/wind power projects, and battery storage systems;
- d) Support for shipbuilding and ship repair infrastructure including modernization of shipyards and dry docks;
- e) Development of logistics and multi-modal infrastructure including multimodal logistics parks (MMLPs) and transport corridors;
- h) Any other projects or initiatives of mutual interest identified from time to time.

3. FINANCIAL, EFFECTIVE DATE AND DURATION OF MOU

i) This MOU shall come into force on and from the Effective Date i.e., the date of signing by the Parties and shall remain in force for a period of 10 (ten) years from the Effective Date or any other extended date as may be mutually agreed by the Parties in writing.

ii) Any clause or article of the MOU may be modified or amended only by mutual agreement in writing between Parties. Either Party may terminate this MoU at any time without assigning any reason by giving 30 days' written notice, without incurring any liability whatsoever.

iii) The overall cost estimate for the collaborative projects between the parties will be approximately Rs. 80,000 Crores during the entire period of MoU, subject to a definite agreement.

4. COORDINATION

The activities under this MOU between Parties shall be coordinated by the authorized representative of Parties respectively.

5. This MOU constitutes the understanding of the Parties and may not be modified except in writing signed by the Parties. Also, the Parties shall not assign responsibilities to anyone under this document without the prior approval of the other party.

6. GENERAL UNDERSTANDING

This MoU constitutes a general understanding between the Parties and does not create a legally binding obligation to fund any specific project. Specific rights and obligations shall arise only upon execution of definitive agreements for such projects.

Nothing in this MoU shall be deemed to constitute a joint venture, partnership, or formal business organization, create, give effect to or otherwise imply (i) a joint venture, pooling arrangement, partnership or formal business organization of any kind, or (ii) any obligation or commitment on either Party to submit a proposal or to enter into a further contract or business relationship with the other Party, or (iii) any obligation on either Party to disclose, supply or otherwise communicate any information, general or specific, to the other Party.

Neither Party shall incur obligations on behalf of the other without express written consent.

7. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall insure solely to the benefit of the parties to this MOU.

8. CONFIDENTIALITY

The Parties shall maintain full confidentiality of the information, documents and work in progress of the Project and the relevant Agreement. This clause is binding between the Parties. The Parties shall take appropriate measures such that these do not get disclosed in any manner or form, directly or indirectly, to any person or entity, unless as mandated by Law.

9. No Party shall be responsible nor have the authority to incur any monetary or other obligation on behalf of the other Party unless otherwise expressly agreed in a separate agreement entered into by the Parties.

10. This MOU is illustrative of measures to be taken up in way forward and is not binding obligation on the part of the respective Parties.

11. Notwithstanding anything in the MOU to the contrary and to the extent permitted by applicable law, in no event shall either party, its officers, directors, or employees be liable for any form of incidental, consequential, indirect, special or punitive damages of any kind, or for loss of revenue or profit, loss of business, loss of information of data, or other financial loss, whether such damages arise in contract, tort or otherwise, irrespective of fault, negligence or strict liability or whether such party has been advised in advance of the possibility of such damages. However, nothing in this Clause shall limit or exclude the liability of either Party for breach of the Confidentiality obligations under Clause 8.

12. Each document, notice or other communication referred to herein or to be given in connection herewith shall be in English language, which shall govern the MOU between the Parties. Any notice under this MOU shall be in writing and shall be deemed to have been duly and properly served upon the Parties hereto if delivered against acknowledgement or by registered post with acknowledgement due, addressed to the Parties herein at the following addresses or such changed addresses as will be duly notified by the Parties from time to time. Oral communications and e-mails do not constitute notice for the purposes of this MOU.

13. Any Party shall not use or permit the use of other Party's names, logos, trademarks or other identifying data, or otherwise discuss or refer to the other Party, in any third-party communication, marketing materials or press releases without other Party's prior written consent.

Contact Person: All correspondence shall be addressed to the following authorized representatives identified by the Parties:

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| Housing and Urban Development Corporation Limited HUDCO Bhawan, IHC, Lodhi Road, New Delhi - 110003 Name: <u>Bhushan Kumar</u> Designation: <u>Executive Director</u> Tel: +91-9978987785 Email: <u>bhushan.k@hudco.org</u> | Sagarmala Finance Corporation Limited, 1 st F Floor, Thapar House, Gate no 2, 124 Janpath, New Delhi-110001 Name: <u>Amit K. Verma</u> Designation: <u>General Manager</u> Tel: <u>9818340282</u> Email: <u>gm.projects@sdclindia.com</u> |
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14. Notwithstanding anything, in case of the Parties which are Central Public Sector Enterprises and are subject to DPE Office memorandum dated 14th December 2022 (as modified from time to time), in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Authorities inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

15. The construction and interpretation of this MOU shall be governed by the laws of India and shall be subject to the jurisdiction of the court at New Delhi.

16. The Parties acknowledge and agree that only Clause 8 (Confidentiality) and Clause 14 (Administrative Mechanism for Resolution of CPSE Disputes) and Clause 15 shall have binding effect; all other provisions are intended merely as a record of understanding and shall not be construed as creating any contractual obligation or liability.

17. Parties shall be free to enter into any arrangement, agreement, and memorandum of understanding with any other party as per their discretion regarding sanction of loan in accordance with their respective policies.

IN WITNESS whereof, the Parties to this MOU through their duly authorized representatives have executed this MOU on the date and place set out hereinabove, and certify that they have read, understood, and agreed to the terms and conditions of this MOU.

| | |
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| For and on behalf of HUDCO LTD Name: <u>Sanjay Kulkarni</u> Designation: <u>CMD</u> Authorized Signatory Date: <u>29/10/2025</u> Place: <u>Mumbai</u> | For and on behalf of SMFC LTD Name: <u>A.C. Nayak</u> Designation: <u>Director Finance</u> Authorized Signatory Date: <u>29/10/2025</u> Place: <u>Mumbai</u> |
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MEMORANDUM OF UNDERSTANDING
BETWEEN



SYAMA PRASAD MOOKERJEE PORT, KOLKATA

AND



HOUSING AND URBAN DEVELOPMENT CORPORATION LTD.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is executed at **Bombay Exhibition Centre, NESCO, Mumbai** on the **29th day of October 2025** amongst:

Syama Prasad Mookerjee Port, Kolkata (SMPA), formerly known as Kolkata Port Trust, having its Head Office at 15, Strand Rd, Kolkata, West Bengal, 700 001 (hereinafter referred to as "SMPA"), which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors, administrators or permitted assigns of the **FIRST PART**,

AND

Housing and Urban Development Corporation Ltd. (HUDCO), a Navratna CPSE registered under the Companies Act, 1956 (CIN L74899DL1970GOI005276) and having its registered office at HUDCO Bhawan, India Habitat Centre, Lodhi Road, New Delhi – 110 003, (hereinafter called "HUDCO"), which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators, heirs, assigns and nominees of the **SECOND PART**.

SMPA and HUDCO are collectively referred to as "Parties" and individually as "Party".

Whereas Syama Prasad Mookerjee Port, Kolkata (SMPA) is a statutory body constituted under Major Port Authorities Act, 2021.

Whereas, HUDCO is a 'Navaratna' CPSE under the administrative control of the Ministry of Housing and Urban Affairs (MoHUA), Govt. of India and is registered with Reserve Bank of India (RBI) as Non-Banking Financial Company – Infrastructure Finance Company ("NBFC- IFC"). HUDCO provides financial assistance for housing and infrastructure development across sectors such as transport, energy, water, ports, and urban infrastructure, thereby supporting the creation of sustainable assets for national growth.

Whereas the party on the First Part is desirous of implementing various Projects for enhancing Port Capacity and Port Efficiency primarily through PPP Mode and party of the Second Part shall explore financing options for the same including providing loans and other finance products, consultancy etc. to meet the emerging requirements of such Projects in the near future.

1. PURPOSE OF MoU

1.1 The goal of this MoU is to establish a collaborative working partnership between SMPA and HUDCO to the extent that such coordination, collaboration, and resource sharing is in compliance with all the laws, rules, regulations including rights, applicable to the parties. This MoU seeks to formally record the mutual interest of the Parties with respect to participation in Infrastructure projects requiring deployment of financial resources and products that suits both Parties

business ecosystem in India and outside India.

1.2 The Parties acknowledge that this Memorandum of Understanding is non-binding and does not create any legal obligations or liabilities.

2. SCOPE OF THE MoU

2.1 The Parties shall make all practicable efforts to extend mutual assistance and cooperation with each other for the achievement of the objectives of this Memorandum of Understanding.

2.2 This Memorandum of Understanding is being entered into by the parties to establish a framework for cooperation between SMPA and HUDCO whereby SMPA implements or may implement projects in the infrastructure sector and HUDCO shall explore opportunities to collaborate with the Project implementing agencies selected by SMPA as concessionaire and provide funds up to **Rs. 3000.00 Cr** towards meeting the funding requirements for both new projects and refinancing/ take-out of existing projects as and when required at competitive rates. The proposed collaboration shall broadly cover the development, modernization, and upgradation of port and allied infrastructure Projects of SMPA.

2.3 Both SMPA and HUDCO are willing to enter into a strategic alliance as may be required for achieving the broad objectives set forth herein.

2.4 SMPA shall provide necessary technical inputs to HUDCO in such projects of mutual interest as and when required by HUDCO based on happening of event. HUDCO shall provide necessary financial inputs to SMPA including facilitating project financing as and when required by SMPA or its Concessionaire subject to their acceptability.

2.5 SMPA and HUDCO shall on non-exclusive basis extend preferred partner status to each other.

2.6 Both the parties shall also work upon organizing joint conferences/workshops for capacity and capability building of each other's employees, customers, and partners.

2.7 Both the Parties shall inform to each other its Designated Team, Contact Persons, and Escalation Matrix for smooth operation of each project.

3. RELATIONSHIP

The Parties herein agree and confirm that this MoU shall not create any kind of

relationship between them namely joint Venture, Partnership, Consortium or Business Association. Each party shall be a separate individual entity and shall not be bound by the Memorandum and Articles of the other Party (ies).

4. CONFIDENTIALITY

The parties shall keep in confidence all the information obtained under this MoU and shall not divulge the same to any third party without the prior written consent of the other party, unless such information is:

- a. In the public domain
- b. Already in the possession of the receiving party
- c. Required by Govt Ministries/agencies & Court of law
- d. To be disclosed to other parties/consultants for which the receiving Party (ies) should sign similar Confidential Agreement.

The information exchanged herein between the parties shall be used only for the purpose of and in accordance with, this MoU and for the purposes stated herein and shall not be exploited at any stage for commercial purposes except for the benefit of the provider Party, even after expiry or termination of this MoU.

As regards to press release, each party shall consult each other before making any announcement or issuing any press release with respect to the relationship between the parties.

5. LEGAL BINDING AND OBLIGATION

5.1 This MoU shall not create any legal binding/ obligation upon the other party.

Further, constituent parties will not use this MoU for any purpose which is detrimental to the interests of its other constituent members. Further nothing herein contained shall ever be construed as creating a partnership of any kind, an association, or a trust, or as imposing upon any or both Parties hereto any partnership duty, obligation or liability. Each party shall be individually responsible for its obligations as set out in the MoU.

5.2 The understanding under this MoU shall not be construed to be formation of a cartel amongst the parties hereto and the same is meant for the limited purpose of extending cooperation amongst themselves to facilitate each other in the overall interest of Government of India (both parties being Gol entities) and others.

5.3 Neither party shall be held liable to the other for any compensation or damages if this MoU is not brought into effect for any reason whatsoever and nothing contained in this MoU shall bind the parties unless the agreement proposed to be entered is executed.

6. APPROVALS

The parties recognize that all the agreements arising out of this MoU will be subject to approval by their respective Boards/ Management and wherever applicable, approvals of Government of India or any other Governmental or Regulatory Authority shall be taken by the parties jointly or severally.

7. VALIDITY

Unless terminated earlier in accordance with the provisions of this MoU, this MoU will remain in force for a period of (1) one year from the effective date. The parties may extend this period by such further period as may be mutually agreed.

8. TERMINATION

This MoU is a general understanding of the parties regarding the proposed funding of the Project which may be repealed through another formal agreement later or through exit. This MoU shall be immediately terminated, in the event, either party intimates the other party of its intention to do so. However, it is made clear that termination of this MoU will not affect any right accrued to the parties during the subsistence of the MoU.

9. GOVERNING LAWS AND JURISDICTION

This MoU and the legal relationship between the parties, all service rendered, and operations conducted pursuant to this MoU shall be governed, construed, and interpreted in accordance with applicable laws of India and competent courts at New Delhi shall have exclusive jurisdiction. Applicable laws shall mean all laws, byelaws, statutes, rules, regulations, orders, ordinances, codes, guidelines, notices, directions, judgments, decrees or other requirements or official directives and/or of any statutory authority in India.

10. NOTICES

Any notice or other communication under this MoU shall be given in writing and may be served personally against receipt or by fax, post, courier or registered mail and shall be deemed to have been served and effective when actually received by the Party to whom the same is addressed at the address of receiving Party as specified below-

For SMPA

Address: 15, Strand Rd, Fairley Place,
B.B.D. Bagh, Kolkata, West Bengal
700001

Name: Shri Rathendra Raman
Designation: Chairman Syama Prasad
Mookerjee Port, Kolkata (SMPA)

Kind attention: FA&CAO

For HUDCO

Address: HUDCO Bhawan, India
Habitat Centre, Lodhi Road, New
Delhi – 110 003

Name: Shri Sanjay Kulshrestha
Designation: Chairman and Managing
Director, HUDCO

11. NON-EXCLUSIVITY

It is specifically understood by the parties that the arrangement between the parties in this MoU shall be on non-exclusive basis. The parties may enter into similar arrangements with any third party.

12. SEVERABILITY

In the event any provision of this MoU is held invalid or un-enforceable by a court of competent jurisdiction, such provision shall be considered separately, and such determination shall not invalidate the other provisions of this MoU which will be in full force and effect.

13. ASSIGNMENT

Neither Party shall be entitled to assign, or in any manner transfer, in whole or in part, their rights or obligations under this MoU to any third party or parties, without obtaining the prior consent in writing of the other Part

14. INDEMNIFICATION

Both parties covenant and agree that they will indemnify, defend , protect and hold harmless each other, their successors and assigns and their directors, officers, employees, agents and affiliates at all times from and after the date of this MoU (Subject to any limitation on the survival of representations and warranties stipulated in this MoU) against all losses, claims, damages, actions suits, proceedings, demand, assessments, adjustments, cost and expenses including specially, but without limitation, reasonable attorneys' fees and reasonable expenses of investigation based upon resulting from or arising out of any inaccuracy or breach of any representation, or warranty given by them as contained in this MoU.

15. AMENDMENT

Any amendments to any of the provisions of this MoU shall be binding only when agreed to in writing by the authorized representatives of the Parties. Such amendments so executed shall form an integral part of this MoU.

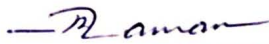
16. COUNTERPARTS

This MoU is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single MoU.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hand and seals the day and year first above written.

The Common Seal of
Syama Prasad Mookerjee Port
was hereunto affixed

The Common Seal of
HUDCO
was hereunto affixed



.....
Shri Rathendra Raman
Chairman



.....
Shri Sanjay Kulshreshtha
Chairman & Managing Director

Witnesseth



.....
Name: SANTANU MITRA
Designation: C.E. (SMPK)

Witnesseth



.....
Name: Amit Tiwari
Designation: DGM (Finance)