

നം : DTPC/ALP/14/18/2025/HBW-EOI/2026



ആലപ്പുഴ ജില്ലാ ടൂറിസം പ്രമോഷൻ കൗൺസിൽ

സംസ്ഥാന വിനോദ സഞ്ചാര വകുപ്പ്

ബോട്ട് ഷെട്ടി റോഡ്, മുല്ലക്കൽ

ആലപ്പുഴ-688011

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തീയതി : 09/09/2026

അറിയിപ്പ്

ആലപ്പുഴ ജില്ലയിൽ പ്രവർത്തിക്കുന്ന ഹൗസ്ബോട്ടുകളിലെ ഭക്ഷണ മാലിന്യങ്ങളും പ്ലാസ്റ്റിക് മാലിന്യങ്ങളും ശേഖരിക്കുന്നതിനും നിർമ്മാർജ്ജനം ചെയ്യുന്നതിനും ആലപ്പുഴ ഡി.ടി.പിസി യുടെ നേതൃത്വത്തിൽ ആവിഷ്കരിച്ചിട്ടുള്ള പുതിയ മാലിന്യ നിർമ്മാർജ്ജന പദ്ധതിയിൽ പങ്കാളികളാകുന്നതിനായി ഹൗസ്ബോട്ട് ഉടമകൾ താഴെപ്പറയുന്ന നടപടികൾ സ്വീകരിക്കേണ്ടതാണ്.

1. മാലിന്യ നിർമ്മാർജ്ജനത്തിനായി എല്ലാ ഹൗസ്ബോട്ടുകളും രജിസ്ട്രേഷൻ ഫോറം പൂരിപ്പിച്ച് ഒപ്പുവെച്ച് നൽകേണ്ടതാണ്. രജിസ്ട്രേഷൻ ഫോറം, ആലപ്പുഴ ഡി.ടി.പിസിയുടെ www.dtpcalappuzha.com എന്ന വെബ്സൈറ്റിൽ നിന്ന് ലഭിക്കുന്നതാണ്.
2. രജിസ്ട്രേഷൻ ഫോറം ഒപ്പിട്ട് നൽകിയ ഹൗസ്ബോട്ടുകൾ 200 രൂപ മുദ്രപത്രത്തിൽ ഡി.ടി.പിസി യുമായി കരാർ ഒപ്പുവെയ്ക്കേണ്ടതാണ്. കരാർ മാതൃക ആലപ്പുഴ ഡി.ടി.പിസിയുടെ www.dtpcalappuzha.com എന്ന വെബ്സൈറ്റിൽ നിന്ന് ലഭിക്കുന്നതാണ്.

NB: First Party : District Tourism Promotion Council Alappuzha
Second Party : Boat Owner as per the Registration Document

3. മാലിന്യ നിർമ്മാർജ്ജനത്തിനായി എല്ലാ ഹൗസ്ബോട്ടുകളും അവരവരുടെ ബെഡ്റൂം കാറ്റഗറി അനുസരിച്ച് നിശ്ചയിച്ചിട്ടുള്ള തുക ഡി.ടി.പിസിയുടെ ബാങ്ക് അക്കൗണ്ട് മുഖാന്തിരം അടയ്ക്കേണ്ടതാണ്. പണം അടയ്ക്കേണ്ട അക്കൗണ്ട് നമ്പർ താഴെപ്പറയുന്നു.

BANK NAME	: FEDERAL BANK
BRANCH	: MULLACKAL BRANCH
ACCOUNT NAME	: DISTRICT TOURISM PROMOTION COUNCIL
A/C NO	: 10150100253203
IFSC CODE	: FDRL 0001015

- പദ്ധതി ആരംഭിക്കുന്ന തീയതി : 2026 ഒക്ടോബർ -1



വിശ്വസ്തതയോടെ,

സെക്രട്ടറി DTPC

DISTRICT TOURISM PROMOTION COUNCIL, ALAPPUZHA

Department of Tourism, Government of Kerala

Boat Jetty Road, Opp. Canara Bank, Mullackal, Alappuzha - 688011

Ph: 0477 2251796 / 2253308 / 9447483308,9400051796 Email: info@dtpcalappuzha.com

HOUSEBOAT WASTE MANAGEMENT SYSTEM USER FEE PAYMENT FORM

Form No :

1	Name			
2	Permanent Address			
3	Mobile No:			
4	E-mail			
5	Houseboat Name (as Per Registration)			
6	Registration No			
7	Registration Validity			
8	Registered District			
9	Number of Bedrooms			
10	Category (Tick the Suitable)	☐ 1-2 ☐ 3-5 ☐ 6-8 ☐ 9-10 ☐ More than 10 Bedrooms		
11	Selected Collection Point Area			
12	Payment Details	Paid Amount	Date of Payment	Payment Mode ☐ Online Transfer ☐ UPI ☐ Bank Transfer
13	Transaction / UTR			

NB: Registration and Pollution Certificate should be attached with this form

DECLARATION

I/We hereby declare that all the information and details furnished in this form are true, complete and correct to the best of my/our knowledge and belief. I/We undertake to promptly inform the District Tourism Promotion Council, Alappuzha (DTPC) of any change in the details furnished in this form, including the ownership, operation, registration or number of bedrooms of the houseboat.

Date : _____
Place : Alappuzha

Name & Signature of Houseboat Owner

IMPORTANT PARTICULARS

(A) FEE CATEGORY REFERENCE

Category	Basic Fee	GST @18%	Total
1-2 Bedrooms	Rs.7,000	Rs.1,260	Rs. 8,260
3-5 Bedrooms	Rs.15,000	Rs.2,700	Rs. 17,700
6-8 Bedrooms	Rs.22,500	Rs.4,050	Rs. 26,550
9-10 Bedrooms	Rs.30,000	Rs.5,400	Rs. 35,400
More than 10 Bedrooms	Rs.45,000	Rs.8,100	Rs. 53,100

(B) FIRST YEAR (FOUR (4) INSTALLMENTS)

INSTALMENT DETAILS & DUE DATES

Category	Installment Amount	GST	Total Amount to be Paid	Installment Due Dates
1-2 Bedrooms	Rs. 1,750	Rs. 315	Rs. 2,065	1 st - 15-09-2026
3-5 Bedrooms	Rs. 3,750	Rs. 675	Rs. 4,425	2 nd - 15-10-2026
6-8 Bedrooms	Rs. 5625	Rs. 1,012.5	Rs. 6,638	3 rd - 15-11-2026
9-10 Bedrooms	Rs. 7,500	Rs. 1,350	Rs. 8,850	4 th - 15-12-2026
More than 10 Bedrooms	Rs. 11,250	Rs. 2,025	Rs. 13,275	

(C) SECOND YEAR ONWARDS – THREE (3) INSTALMENTS

INSTALMENT DETAILS & DUE DATES

Category	Installment Amount	GST	Total Amount to be Paid	Installment Due Dates
1-2 Bedrooms	Rs. 2,333	Rs. 419.94	Rs. 2,753	1st August of Every Year
3-5 Bedrooms	Rs. 5,000	Rs. 900	Rs. 5,900	
6-8 Bedrooms	Rs. 7,500	Rs. 1350	Rs. 8,850	
9-10 Bedrooms	Rs. 10,000	Rs. 1800	Rs. 11,800	1st September of Every Year
More than 10 Bedrooms	Rs. 15,000	Rs. 2700	Rs. 17,700	1st April of Every Year

(D) DESIGNATED WASTE COLLECTION POINT

- | | |
|------------------------------|-----------------------------------|
| (1) Punnamada Starting Point | (2) Punnamada Finishing Point |
| (3) Punnamada Thattungal | (4) Punnamada Mallan Dock |
| (5) Chungam Pallathuruthy | (6) Pallathuruthy Terminal (East) |
| | (7) Pallathuruthy Terminal (West) |

Date : _____
Place : Alappuzha

Name & Signature of Houseboat Owner

*This Agreement is made and executed on this _____ day of _____, Two Thousand Twenty-Six (_____/_____/2026), at Alappuzha, between the Alappuzha District Tourism Promotion Council (DTPC), Alappuzha, represented by its Secretary, having its office at Boat Jetty Road, Mullackal, Alappuzha, Kerala (hereinafter referred to as the “**First Party**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors in office and assigns), and Sri./Smt./M/s. _____ aged _____ years,*

Secretary

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son/daughter/wife of _____,
 residing at House Name/Building No. _____,
 Locality _____, P.O. _____,
 Village _____, Taluk _____,
 District _____, State _____,
 Mobile No. _____, Email _____,
 being the owner of the Houseboat named "_____
 _____,
 bearing Registration No. _____,
 having _____ bedrooms (hereinafter referred to as

the "**Second Party**" or the "**Houseboat Owner**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/her legal heirs, representatives, successors and permitted assigns).

The First Party and the Second Party are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS

- A. The First Party, Alappuzha District Tourism Promotion Council (DTPC), Alappuzha, has established a systematic mechanism for the collection and proper management of food waste and plastic waste generated from Houseboats operating in Alappuzha District, in accordance with applicable laws, rules and directions of the competent authorities.
- B. The First Party has entered into an agreement with an authorized private agency for the collection and management of such waste.

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- C. For facilitating the collection of such waste, the First Party has established /designated Waste Collection Kiosks at locations determined by DTPC.
- D. The Second Party desires to avail the said waste collection facility and agrees to comply with all the terms and conditions contained in this Agreement.
- E. The Parties therefore desire to regulate the segregation, transportation and handing over of food waste and plastic waste generated from the Houseboat at the designated Waste Collection Point, payment of the prescribed User Fee, and other related obligations through this Agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. PARTICULARS OF THE HOUSEBOAT

Sl.No.	Particulars	Details
1	Name of Houseboat	
2	Registration No.	
3	Name of Houseboat Owner	
4	Full Address of Owner	
5	Mobile No.	
6	Number of Bedrooms	_____ Bedrooms
7	Annual Basic User Fee	Rs.
8	GST @ applicable rate	Rs.
9	Total Annual User Fee	Rs.
10	Designated Waste Collection Point	
11	Registration Valid Up To	

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2. SCOPE AND PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to establish the responsibilities of the Houseboat Owner regarding the proper segregation, transportation and handing over of food/organic waste and plastic waste generated from the Houseboat to the designated Waste Collection Point, payment of the prescribed Annual User Fee to DTPC within the stipulated time, obtaining and maintaining the waste collection receipts issued by the authorized collection agency, submission of such receipts to DTPC for monthly verification/ certification, and compliance with all applicable statutory, environmental and waste management requirements, laws, rules, regulations and directions issued by DTPC or any competent authority. The Houseboat Owner shall ensure that these obligations are complied with throughout the validity of this Agreement.

3. AGREEMENT PERIOD

3.1 *This Agreement shall be valid for a period of three years.*

Commencement Date : ____ / ____ / 2026

Expiry Date : ____ / ____ / 2029

3.2 *The Agreement shall not automatically renew upon expiry.*

3.3 *Renewal or continuation after expiry shall be subject to the decision of DTPC, applicable rules and conditions, payment of the User Fee applicable at that time and execution of such renewal/further agreement as may be prescribed.*

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4. VALID HOUSEBOAT REGISTRATION

- 4.1 *The Houseboat Owner shall ensure that the Houseboat has a valid registration and all mandatory permits, licences, certificates and statutory authorizations required for lawful operation.*
- 4.2 *The registration shall remain valid throughout the Agreement period.*
- 4.3 *The Owner shall furnish a copy of the valid registration certificate whenever required by DTPC.*
- 4.4 *The Owner shall immediately inform DTPC if the registration or any mandatory authorization expires, is suspended, cancelled, becomes invalid or is otherwise restricted.*
- 4.5 *Operation without valid registration or mandatory authorization shall constitute a material breach.*
- 4.6 *DTPC may suspend the waste collection facility and/or terminate this Agreement in accordance with applicable law.*

5. HOUSEBOAT CATEGORY AND NUMBER OF BEDROOMS

The Houseboat Owner shall correctly declare the actual number of bedrooms. The applicable User Fee shall be determined based on the bedroom category fixed by DTPC. The Owner shall not deliberately declare a lower category to avoid the prescribed User Fee. Any change in the number of bedrooms shall immediately be reported to DTPC and the User Fee revised accordingly.

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CATEGORY AND USER FEE.

Houseboat Category	Basic Annual User Fee	GST @ 18%	Total Annual User Fee
1–2 Bedrooms	Rs.7,000	Rs.1,260	Rs.8,260
3–5 Bedrooms	Rs.15,000	Rs.2,700	Rs.17,700
6–8 Bedrooms	Rs.22,500	Rs.4,050	Rs.26,550
9–10 Bedrooms	Rs.30,000	Rs.5,400	Rs.35,400
Above 10 Bedrooms	Rs.45,000	Rs.8,100	Rs.53,100

6. DESIGNATED WASTE COLLECTION POINT

6.1 DTPC has established/designated waste collection kiosks at the following locations for the collection of segregated food/organic waste and plastic waste generated from Houseboats:

- a) Punnamada Starting Point – 1 No.
- b) Punnamada Finishing Point – 1 No.
- c) Punnamada Thattungal – 1 No.
- d) Punnamada Mallan Dock – 1 No.
- e) Chungam, Pallathuruthy – 1 No.
- f) Pallathuruthy Terminal (East) – 1 No.
- g) Pallathuruthy Terminal (West) – 1 No.

6.2 The Houseboat Owner shall select one Waste Collection Point from the above list, considering the normal route and operational convenience of the Houseboat. The Waste Collection Point selected by the Houseboat Owner shall be recorded in this Agreement and shall be treated as the designated Waste Collection Point for the Houseboat during the validity of this Agreement.

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6.3 *Waste Collection Point Selected by the Houseboat Owner:*

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6.4 *The Houseboat Owner shall bring and hand over only properly segregated food/organic waste and plastic waste at the Waste Collection Point selected above, during the prescribed waste collection timings.*

6.5 *The Houseboat Owner shall be responsible for ensuring that the selected Waste Collection Point is used for regular handover of waste generated from the Houseboat.*

6.6 *DTPC shall have the right to change, relocate, add, remove or re-allot any Waste Collection Point, or direct the Houseboat Owner to use another Waste Collection Point, whenever necessary due to operational requirements, administrative reasons, directions of the competent authority, or any other practical considerations. Such change shall be binding on the Houseboat Owner.*

The selection of a Waste Collection Point by the Houseboat Owner shall not confer any permanent or exclusive right over the said Waste Collection Point, and DTPC shall retain the authority to modify the collection arrangements whenever necessary.

7. WASTE COLLECTION TIMINGS

7.1 *The waste collection facility under this Agreement shall be available at the designated Waste Collection Point during the following timings:*

Morning : 9.00 AM to 11.00 AM
Evening : 5.00 PM to 7.00 PM

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7.2 *The above collection timings may be modified, revised or otherwise regulated by DTPC from time to time based on the operational requirements of the Houseboats, functioning of the waste collection system, directions of the competent authority, or any other administrative or practical requirements. Any such modification shall be binding on the Houseboat Owner.*

8. MANDATORY SEGREGATION OF WASTE

8.1 *The Houseboat Owner shall be solely responsible for proper segregation of all waste generated from the Houseboat.*

8.2 *The Houseboat Owner shall provide and maintain separate suitable containers/bins on the Houseboat for the above categories of waste.*

8.3 *Only properly segregated food/organic waste and plastic waste shall be brought to and handed over at the designated Waste Collection Point.*

8.4 *Mixed or unsegregated waste shall not be accepted by the authorized collection agency, and repeated non-compliance shall constitute a breach of this Agreement and may invite action by DTPC as per the terms of this Agreement and applicable law.*

9. USER FEE

9.1 *The Houseboat Owner shall pay to DTPC the Annual User Fee specified in Condition No. 5 of this Agreement, applicable to the Houseboat category determined based on the number of bedrooms recorded in Condition No. 1 of this Agreement.*

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9.2 User fee of this Boat as per Houseboat Category

No of Bed room : _____

Basic Annual User Fee : Rs. _____

GST : Rs. _____

Total Annual User Fee : Rs. _____

9.3 *The Houseboat Owner shall be solely and personally responsible for payment of the applicable User Fee to DTPC within the prescribed time and in the manner specified by DTPC.*

9.4 *The obligation to pay the User Fee shall remain with the registered Houseboat Owner even if the Houseboat is rented, leased, operated, managed or entrusted to any other person, firm, company, operator or agency. Any private arrangement between the Owner and such person or entity regarding payment or recovery of the User Fee shall not affect or reduce the Owner's liability towards DTPC.*

9.5 *Waste generated from a Houseboat for which the applicable User Fee has not been paid within the prescribed time shall not be accepted at the designated Waste Collection Point.*

9.6 *If any installment of the User Fee remains unpaid beyond the period specified for payment of the subsequent installment, the authorized waste collection agency shall not accept any waste from such Houseboat after the due date of the subsequent installment, until the outstanding User Fee is fully paid and verified by DTPC.*

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9.7 Non-payment or delayed payment of the User Fee shall constitute a default under this Agreement, and DTPC shall be entitled to take further action in accordance with the terms of this Agreement and applicable rules.

10. FIRST YEAR PAYMENT

10.1 For the first year, the Annual User Fee shall be payable in four installments as prescribed by DTPC.

Houseboat Category	Basic Installment	GST	Total Installment
1–2 Bedrooms	Rs.1,750	Rs.315	Rs.2,065
3–5 Bedrooms	Rs.3,750	Rs.675	Rs.4,425
6–8 Bedrooms	Rs.5,625	Rs.1,013	Rs.6,638
9–10 Bedrooms	Rs.7,500	Rs.1,350	Rs.8,850
Above 10 Bedrooms	Rs.11,250	Rs.2,025	Rs.13,275

10.2 The Annual User Fee for the first year shall be paid by the Houseboat Owner in four installments, on or before the following due dates:

- a) 15 September 2026
- b) 15 October 2026
- c) 15 November 2026
- d) 15 December 2026

10.3 The Houseboat Owner shall ensure that each installment is paid in full within the respective due date.

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11. USER FEE PAYMENT FROM THE SECOND YEAR ONWARDS

11.1 *The Annual User Fee applicable to the second and third years of this Agreement shall be paid by the Houseboat Owner in three installments, based on the applicable bedroom category, as follows:*

<i>Houseboat Category</i>	<i>Basic Installment</i>	<i>GST</i>	<i>Total Installment</i>
<i>1–2 Bedrooms</i>	<i>Rs. 2,333</i>	<i>Rs. 419.94</i>	<i>Rs. 2,753</i>
<i>3–5 Bedrooms</i>	<i>Rs. 5,000</i>	<i>Rs. 900</i>	<i>Rs. 5,900</i>
<i>6–8 Bedrooms</i>	<i>Rs. 7,500</i>	<i>Rs. 1350</i>	<i>Rs. 8,850</i>
<i>9–10 Bedrooms</i>	<i>Rs. 10,000</i>	<i>Rs. 1800</i>	<i>Rs. 11,800</i>
<i>More than 10 Bedrooms</i>	<i>Rs. 15,000</i>	<i>Rs. 2700</i>	<i>Rs. 17,700</i>

11.2 *The Annual User Fee for the second and subsequent years shall be paid by the Houseboat Owner in three installments, on or before the following due dates of each respective year:*

- a) 1st August of Every Year*
- b) 1st September of Every Year*
- c) 1st April of Every Year*

12. RESPONSIBILITY FOR TIMELY PAYMENT

12.1 *The Houseboat Owner shall be solely responsible for ensuring timely payment of all User Fee installments within the prescribed due dates specified in this Agreement.*

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12.2 Failure by DTPC to issue or deliver any reminder, notice, demand or intimation regarding payment shall not relieve the Houseboat Owner of the obligation to make payment within the prescribed time.

12.3 The Houseboat Owner shall retain all payment receipts / acknowledgements issued by DTPC and shall produce the same before DTPC whenever required for verification.

12.4 Any delay or default in payment shall be treated in accordance with the provisions of this Agreement, including the provisions relating to non-acceptance of waste at the designated Waste Collection Point.

13. DAILY WASTE COLLECTION RECEIPT

The authorized waste collection agency shall issue a receipt for each instance of properly segregated food/organic waste and plastic waste handed over by the Houseboat Owner at the designated Waste Collection Point. The Houseboat Owner shall obtain and safely preserve all such receipts and produce them before DTPC whenever required for verification and certification.

14. MONTHLY WASTE COMPLIANCE CERTIFICATE

14.1 The Houseboat Owner shall submit to DTPC, on a **month-wise basis**, all daily waste collection receipts issued by the authorized waste collection agency for the waste handed over during the respective month.

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14.2 *Upon verification of the receipts and satisfaction regarding compliance with the waste collection and segregation requirements, DTPC shall issue a Monthly Waste Compliance Certificate for the corresponding month.*

14.3 *The issue of the Monthly Waste Compliance Certificate shall be subject to verification by DTPC and shall not prevent DTPC from taking appropriate action in respect of any violation, non-compliance or irregularity subsequently detected*

14.4 *The Owner may submit daily collection receipts to DTPC for verification. Based on satisfactory verification, DTPC may issue a Monthly Waste Compliance Certificate. Issuance shall not prevent action for any subsequently detected violation.*

15. VIOLATIONS AND LEGAL ACTION

15.1 *Material violations include operation without valid registration/ authorization, non-payment of User Fee, repeated unsegregated waste, dumping/discharge into water bodies, unauthorized disposal, false information/documents, deliberate declaration of an incorrect bedroom category, obstruction of inspection, or other breach of this Agreement or applicable law.*

15.2 *Depending on the nature of the violation, DTPC may suspend or terminate the facility and may report the matter to the appropriate competent authority for action under applicable laws, rules and regulations.*

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16. STATUTORY LIABILITY OF HOUSEBOAT OWNER

The Owner shall be responsible for compliance with applicable laws and statutory requirements relating to operation of the Houseboat and disposal of waste. Any fine, penalty, prosecution, environmental liability or other legal consequence arising from acts or omissions of the Owner, crew, employees or operators shall be the responsibility of the Owner to the extent provided by law. Payment of the User Fee shall not exempt the Owner from any statutory obligation.

17. INSPECTION AND MONITORING

DTPC or its authorized officers may verify Houseboat registration, number of bedrooms, waste segregation arrangements, collection receipts, payment of User Fee and compliance with this Agreement. The Owner shall provide reasonable cooperation.

18. CHANGE OF OWNERSHIP

Any sale, transfer, assignment or change in ownership of the Houseboat shall be intimated to DTPC in writing by the Houseboat Owner. The transferee/new owner shall execute a fresh agreement or such undertaking and furnish such documents as may be required by DTPC before continuing to avail the waste collection facility.

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19. CHANGE IN BEDROOM CAPACITY AND USER FEE CATEGORY

19.1 *Any increase or addition in the number of bedrooms of the Houseboat that may affect its User Fee category shall be intimated to DTPC in writing in advance, along with the relevant legal and supporting documents for verification.*

19.2 *The revised bedroom capacity shall be subject to verification and approval by DTPC, and the User Fee shall accordingly be revised based on the applicable User Fee category. The Houseboat Owner shall be liable to pay the revised User Fee from the date determined by DTPC.*

20. INDEMNITY AND RESPONSIBILITY FOR ILLEGAL WASTE DISPOSAL

20.1 *The Houseboat Owner shall indemnify and keep indemnified the Government, its Departments and authorities against any claims, losses, damages, liabilities, penalties, costs or proceedings arising out of any violation of this Agreement or any applicable law relating to the generation, segregation, transportation, handling or disposal of waste from the Houseboat.*

20.2 *The Houseboat Owner shall be solely responsible for any illegal, unauthorized or improper disposal, dumping, discharge, transportation or handling of waste generated from the Houseboat, including any violation of applicable waste management and environmental laws, rules or directions of the competent authorities.*

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Department of Tourism

Boat Jetty Road,

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20.3 Any penalty, prosecution, legal action or other statutory action arising from such illegal or improper waste management shall be the sole responsibility of the Houseboat Owner, and the Owner shall be liable to face such action in accordance with the applicable laws.

20.4 The Houseboat Owner shall not claim that the responsibility for any such violation rests with DTPC or the authorized waste collection agency merely because the Houseboat is covered under this Agreement.

21. TERMINATION OF WASTE COLLECTION FACILITY

DTPC may terminate the waste collection facility in the event of non-payment of the User Fee, repeated submission of unsegregated waste, unauthorized disposal of waste, invalid or expired Houseboat registration, furnishing of false or incorrect information regarding the number of bedrooms or User Fee category, or any other serious breach of this Agreement or directions issued by a competent authority. Such termination shall not relieve the Houseboat Owner of any outstanding User Fee, statutory liability or other obligations under this Agreement.

22. FORCE MAJEURE

22.1 DTPC shall not be liable for any failure, delay, interruption or temporary suspension of the waste collection facility arising from circumstances beyond its reasonable control, including but not limited to natural calamities, adverse weather conditions, flood, fire, epidemic, Government restrictions, orders or directions of competent authorities, public emergencies, strikes, technical failures, or any other force majeure event.

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22.2 *During any such interruption or suspension, the Houseboat Owner shall be responsible for the safe and proper storage of waste generated from the Houseboat and shall ensure that such waste is not dumped, discharged or otherwise disposed of at any unauthorized place or in any manner prohibited by law.*

22.3 *The Houseboat Owner shall resume handing over the accumulated waste to the authorized collection agency at the designated Waste Collection Point once the waste collection facility is restored or as otherwise directed by DTPC.*

23. NO WAIVER

Failure or delay by DTPC in exercising any right, power or remedy under this Agreement or applicable law against any breach or violation shall not constitute a waiver of such right or prevent DTPC from taking action against the same or any subsequent or continuing breach. No waiver shall be valid unless expressly made in writing by DTPC.

24. RENEWAL

Renewal of this Agreement upon expiry of the initial three-year period shall not be automatic and shall be subject to the discretion of DTPC and approval of the competent authority, wherever required, and shall be considered only upon satisfactory compliance with the terms of this Agreement, validity of the Houseboat registration and statutory permits, clearance of all outstanding dues, payment of the User Fee applicable at the time of renewal, and compliance with the prevailing rules, terms and conditions prescribed by DTPC. Renewal shall take effect only upon written approval by DTPC and execution of the necessary renewal agreement/document.

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25. SUCCESSION IN THE EVENT OF DEATH OF THE HOUSEBOAT OWNER

In the event of the death of the Houseboat Owner during the subsistence of this Agreement, the legal heir(s) or lawful successor(s) shall intimate DTPC in writing, along with valid legal and supporting documents. The legal heir(s) or lawful successor(s) seeking to continue the operation of the Houseboat and avail the waste collection facility shall comply with all applicable statutory requirements, including transfer/update of the Houseboat registration and other relevant records, and shall settle all outstanding User Fee and other dues payable to DTPC. Subject to verification of the documents and acceptance by DTPC, the legal heir(s) or lawful successor(s) may continue to avail the waste collection facility for the remaining period of this Agreement, subject to all the terms and conditions contained herein. Such continuation shall not extend the original validity period of the Agreement.

26. APPELLATE AUTHORITY

In the event of any dispute, grievance, or appeal arising out of or in connection with the interpretation, implementation, or enforcement of the terms and conditions of this Agreement, the aggrieved party shall first approach the Appellate Authority, namely the District Collector, Alappuzha

The decision of the Appellate Authority shall be final and binding on both the First Party and the Second Party.

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27. JURISDICTION

All legal matters, disputes, or proceedings arising out of or in connection with this Agreement and the project covered herein shall be subject to the exclusive jurisdiction of the competent courts at Alappuzha District.

28. ACCEPTANCE OF TERMS

The Houseboat Owner confirms that the terms and conditions of this Agreement have been read, understood and accepted and agrees to comply with the same throughout the Agreement period.

IN WITNESS WHEREOF

IN WITNESS WHEREOF, the Parties hereto have read, understood and agreed to the terms and conditions of this Agreement and have executed the same on the date first above written.

This Agreement shall come into force from the date of commencement specified herein and shall remain valid for the stipulated period, subject to the provisions of this Agreement and the right of DTPC to terminate the Agreement or discontinue the waste collection facility in accordance with the terms and conditions contained herein. Upon expiry or termination of this Agreement, the Houseboat Owner shall have no claim or entitlement for continuation of the waste collection facility or against DTPC in respect thereof.

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The expiry or termination of this Agreement shall not relieve the Houseboat Owner of any outstanding User Fee, statutory liability, obligation or responsibility accrued during the validity of the Agreement, and such obligations and liabilities shall continue until fully discharged in accordance with this Agreement and applicable law.

SIGNATURES OF THE PARTIES

Signature: _____ Signature: _____

The Secretary
District Tourism Promotion Council
(DTPC), Alappuzha
Department of Tourism
Boat Jetty Road, Mullackal
Alappuzha, Kerala, 688011

Name: _____
Address: _____

Date: _____ Date: _____
Seal: _____

SIGNATURES OF THE WITNESS

1. _____ 2. _____

Secretary
District Tourism Promotion Council, Alappuzha
Department of Tourism
Boat Jetty Road,
Alappuzha, Kerala, 688011

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