

IRRIGATION AND DRAINAGE MANAGEMENT TRANSFER (HMM) AGREEMENT MADE ON 21 DAY OF APRIL 2001 BETWEEN CANAL AREA WATER BOARD (AWA)/SINDH IRRIGATION AND DRAINAGE AUTHORITY [SDI] WHICH INCLUDE ITS SUCCESSORS IN OFFICE AND ADMINISTRATOR ACTING THROUGH (*omitted*), AND THE FORMERS ORGANIZATION [OF] WHICH INCLUDES ITS SUCCESSORS IN OFFICE AND ADMINISTRATORS *Sarhal* DISTRIBUTOR/MINOR CANNEL THROUGH *Chairman Sarhal Distributory* .

Whereas the SIDA Act 1997 Sindh Irrigation and drainage authority rules 1999 and Sindh Irrigation and Drainage Authority (Pilot Formers Organization) Regulation, 1999 framed thereon envisage the transfer of irrigation and drainage management to the farmers at the distributory/minor/lift channel level.

Whereas the said rules and regulations provide for the transfer of management to the farmers Organization under a scheme enabling these farmers Organization to become financially self sustainable within manageable period as early as possible but no later than seven years.

Whereas a Farmers Organization has been formed and registered with Registrar, SIDA at Sarhal Distributory/Lift Cannel off-taking from (*omitted*) Sub-cannal of Nara Canal and its management committee has been elected under the said rules and regulations.

Whereas the said Management Committee of the said Farmers Organization and tile AWB/SIDA have decided to enter into an Agreement under which the management of the said Distributory/Minor/Lift Channel and Drainage system will be transferred to the farmers Organization through its management Committee.

NOW THEREFORE, in pursuance thereof the parties agree as under.

1. This agreement shall be called the Transfer of Irrigation and drainage Management Agreement, here in after referred to as the Agreement for all purposes the farmers organization shall be identified as "FO" the Area Water Board as "AWB" and Sindh Irrigation and Drainage Authority as "SIDA".
2. This agreement shall be valid for a period of twenty (20) years and may be revised every year with effect from the date of handing over the distributory/minor/lift channel/drainage and its management provided that the agreement may
3. From the operative date, the possession of the distributory/minor/lift irrigation channel drainage infra structure system along with other proportions of the AWB/SIDA as given in the inventory [Annex-1] mutually prepared by the parties, shall ho handed over t o t he FO. In case ally property transferred to FO is under illegal occupation by a third party, join efforts will be made to got it vacated.
4. From the Operative date, the AWB/SIDA shall provide the copies of all official record related to distributory/minor/lift channel and drainage infrastructure.
5. The FO shall perform its duties and function according to the said rules, regulations and bylaws and the instructions given from time to time by AWB/SIDA.
6. (a) Subject to para 5 above the FO, shall look and use the distributory/minor /lift channel and drainage infrastructure and other properties handed over to it as a reasonable prudent person looks after, maintain and use of his own property/interest.
(b) The FO Shall not sell or transfer such property. The property may, however be leased out oil suitable conditions.
7. The FO shall employ necessary staff and the salary and allowances of such staff and other expenses shall borne by the FO.
8. (a). The FO shall assess and collect the abiyana, drainage cess, charges from non-agriculture uses and lease/rent of the land and buildings.

(b) The FO shall pay sixty percent [60%] of the assessed abiyana, drainage cess, charges of non agriculture use and lease/rent for kharif season in the month of January/February and for Rabi season in the month of July/August to the; AWB/SIDA.

(c) The electricity charges of lift channel saline tubewells will be paid by the AWB/SIDA adjustment to this sum will be made each year.

(d) The FO and AWB/SIDA may recommend the rates of the abiyana, drainage cess, non-agriculture use and lease/rent before the commencement of each financial year to the Government.

9. The AWB/SIDA shall provide the assured supply of not less than design discharge of water at the head regulator of the distributary/minor/lift channel. In case of excess discharge available in the parent canal, it shall be made available to OFS proportionately.

10. Subject to the availability the FO shall equitably distribute the water to the water users as per their share.

11. The supply of water to the distributary/minor/lift channel shall be closed for annual canal closure period or as the AWB/SIDA decides for maintenance of the main canal system. The AWB/SIDA shall inform the FO of the precise dates of the closure at least two weeks before water supplies are cut off.

12. If due to unavoidable circumstances there is a shortage of water at the barrage, canal breaches, their repairs, alteration or additions, the AWB/SIDA shall not be liable to provide the assured supplies, it will however attempt to provide as much water supplies to the FO as are reduced under avoidable circumstances. The AWB/SIDA shall, however, award compensation to the FO as mutually determined.

13. When under unavoidable circumstances discharge in the canal is less, the AWB/SIDA shall supply water in rotation to serve the legitimate demands of the Water users of different distributaries and minors, for the purpose the AWB/SIDA shall-

a) Obtain the consent of the FO while making rotation schedule.

b) Assure that rotation schedule is formulated in such a way that rotation is allocated proportionally to the different distributaries, and

c) Provide to the FO with a detailed plan and time table for the rotational period, indicating any possible changes in the discharge of water.

14. The AWB/SIDA shall install measuring gauges at upstream and downstream of regulator along gate openings, and calibrate the same before transfer occurs. The parties shall certify that the gauges are properly calibrated. The AWB/SIDA and FO shall monitor the gauges to measure the discharges delivered at the head regulator.

15. The AWB/SIDA and the FO Monitor the ground water table and maintain it at the designed level suitable for crops where drainage facilities are available.

16. If there occurs heavy losses due to natural calamities like heavy rains, drought etc. the AWB/SIDA may give remission in abiyana, drainage cess, non agriculture use charges and lease/rent. The drainage caused to the system due to that reason would jointly be required.

17. The AWB/SIDA shall suspend/stop the supplies of water and other services to the FO in case of non payment of abiyana, drainage cess, non agriculture use charges and lease/rent after prior notice, but not before the commencement of next season, similarly the FO can suspend/stop the water and other services to water users in case of non-payment of abiyana, drainage cess, non-agriculture use charges and lease/rent of water after prior notice, but not before the commencement of next season.

18. The AWB/SIDA shall from time to time provide technical guidance at the request to the FO. In case of higher discharges in the canal caused by heavy rains, the AWB/SIDA with the consent of the FO Shall allow more discharge to the distributary/minor up to safe limits to save the canal.

19. The FO will constitute the drainage committee(s) which shall be responsible for- the operation and maintenance of drains up to 15 cusecs, security of sump house/tubewells and maintenance the disposal channels.

20. All disputes relating to this agreement shall be resolved without recourse to the Courts. The said disputes shall be resolved in accordance with the Said rules and regulations, any dispute falling beyond the ambit of the Rules and Regulations shall be referred for Arbitration to the Secretary, Irrigation and power department, Government of Sindh whose decision shall be final and binding on the parties.

21. All communications between the parties shall be addressed to the following representatives.

22. Physical handing over/taking over of distry/minor along with assets and relevant record will take place from 1st June 2001 and it will be ensured that the process will be completed before 15th June 2001.

AWB/SADA

FO Chairman/Secretary Farmers Organization.

IN WITNESS WHERE OF the parties hereto have signed this Agreement
at _____ on _____ day of _____ 2001.

Authorized by AWB/SIDA

Farmers Organization

1. Chairman Name

2. Secretary Name

3. Treasurer Name

4. Manager Management Committee Name

5. Manager Management Committee Name

6. Manager Management Committee

7. Manager Management Committee Name