

Irrigation and Drainage Management Transfer (IDMT) Agreement

Irrigation and Drainage Management Transfer (IDMT) Agreement made on _____ of _____ between _____ Canal Area Water Board (AWB) which includes its successors in office, and administrators acting through _____ and the Farmers Organization (FO) which includes its successors in office, and administrators, Distributary / Minor / Lift Channel through _____

Whereas the Sindh Water Management Ordinance 2002 envisages the transfer of irrigation and drainage management to the Farmer Organization at the Distributary/ Minor/ Lift Channel level.

Whereas the said Ordinance provides for the transfer of management to the Farmers Organization under the scheme enabling these Farmers Organization to become financially self sustainable within manageable period as early as possible but not later than seven years.

Whereas a Farmers Organization has been formed and registered with the regulatory authority at Distributary/ Minor/ Lift Channel off-taking fromsub-canal of 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 the AWB have decided to enter into an agreement under which the management of the said Distributary/ 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 (IDMT) herein after called the AGREEMENT. For all purposes the Farmers Organization shall be identified as “FO” and the Area Water Board as “AWB”.

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 Distributary/ Minor/ Lift Channel/ Drainage and its management provided that the Agreement may be terminated earlier than or extended beyond the said period of twenty (20) years by consent of the parties.
3. From the operative date, the possession of the Distributary/ Minor/ Lift Channel/ Drainage infrastructure system along with other properties of the AWB as given in the inventory (Annex-I) mutually prepared by the parties shall be handed over to the FO. In case any property transferred to FO is under illegal occupation by a third party joint efforts will be made to get it vacated.
4. From the operative date the AWB shall provide the copies of all official record related to Distributary/ Minor/ Lift Channel/ Drainage infrastructure.
5. The FO shall perform its duties and functions according to the said rules, regulations and byelaws and instructions given from time to time by the AWB.
6.
 - a. Subject to par 5 above the FO shall look after and use the Distributary/ Minor/ Lift Channel and Drainage infrastructure and other properties handed over to it as a reasonable prudent person looks after, maintains and uses this own property/ interest.
 - b. The FO shall not sell or transfer such property. The property may however be leased out on suitable conditions.
7. The FO shall employ necessary staff and the salary and allowances of such staff and other expenses shall be borned by the FO.
8.
 - a. The FO shall assess and collect abiana, Drainage cess, charges of non-agricultural use and lease/ rent of the land and buildings.
 - b. The FO shall pay sixty percent (60%) of the assessed abiana, drainage cess, charges of non-agricultural use and lease/ rent for Kharif season in the month of January/ February and for the Rabi season in the month of July/ August to the AWB.

c. The electricity charges of Lift Channels/ Saline Tube wells will be paid by the AWB Adjustment to this sum will be made each year.

d. The rates of abiana drainage cess, non-agricultural use and lease/ rent may be recommended by the FO and AWB before the commencement of each year to the Government.

9. The AWB 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 FOs 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 decides for maintenance of the main canal system. The AWB 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 shall not be liable to provide the assured supplies. It will however attempt to provide as much water supplies to the FO as possible. If water supplies to the FO are reduced under avoidable circumstances the AWB shall however award compensation to the FO as mutually determined.

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

a. Obtain the consent of the FO whilst making rotation schedule.

b. Assure that rotation schedule is formulated in such a way that rotation is allocated proportionally to the different Distributaries/ Minors and

- c. Provided 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 shall install measuring gauges at upstream and downstream of regulators along gate openings and calibrate the same before transfer occurs. The parties shall certify that the gauges are properly calibrated. The AWB and FO shall monitor the gauges to measure the discharged delivered at the head regulator.
15. The AWB 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, drought, etc. the AWB may give remission in abiana, drainage cess, non-agricultural use charge and lease/ rent. The damage caused to the system due to that reason will jointly be repaired.
17. The AWB shall suspend/ stop the supplies of water and other services to the FO, in case of non-payment of abiana, drainage cess, non agricultural use charges and lease rent after prior notice but not before the commencement of the next season. Similarly the FO can suspend/ stop the water and other services to water users in case of non-payment of abiana, drainage cess, and non-agricultural use charges and lease rent of water after prior notice, but not before the commencement of net season.
18. The AWB shall from time to time provide technical guidance at the request of the FO. In case of higher discharges in the canal caused by heavy rains, the AWB within the consent of the FO shall allow more discharge to the Distributary/ Minor up to safe limits to save the canal.
19. The FO shall constitute the drainage committee(s) which shall be responsible for the operation and maintenance of drains up to 15 cusecs, security of sump house/ tube wells and maintenance the disposal channels.
20. All disputes relating to this Agreement shall be resolved without resource 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 Regulatory Authority whose decision shall be final and binding on the parties.

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

AWB:

FO: Chairman/ Secretary Farmers Organization

IN WITNESS WHEREOFF the parties hereto have signed this Agreement at _____ on _____ day.

Authorized by AWB

Farmers Organization

(1)

Chairman (Name)

(2)

Vice Chairman (Name)

(3)

Secretary (Name)

(4)

Treasurer (Name)

(5)

Member Management Committee (Name)

(6)

Member Management Committee (Name)

INVENTORY PROFARMA OF SECONDARY CHANNEL

Inventory list-----Distributary Canal/ Main Canal-----
 -----Main Canal Sub-Division----- Division-----

S#	Name of Items	Available	Quantity	Condition	Functional	New/ Old	Detail
1	STRUCTURES						
1.1	Head Regulatory						
2	Cross Regulatory						
3	Fall Structure						
4	Culvert						
5	Road Bridge						
6	Foot Bridge						
7	Head Regulator of Minor						
8	Aqueduct						
9	Super Passage						
10	Siphons						
11	Outlet						
12	Physical Condition of Channel						
13	Irrigation Building						
14	Inspection Bungalow						
15	Staff quarters						
16	Trees						
17	Staff						
18	Darogha						
19	Sub-Darogha PWD Mate						
20	Beldar						
21	Equipment						
22	Spade						
23	Dumpy level						
24	Current Meter						
25	Sounding rod						
26	Bicycle						
27	Louts/ Torch						
28	Axe						
29	Ropes						
30	Land						
31	Land						

Inventory Proforma of Trees

RD	Name of Item	Quantity	Kacha (up to1)	Pacca	Location	Remarks
	T r e e s					
	Neem					
	Babul					
	Mango					
	Talhi					
	Sarinh					
	Bar					
	T r e e s					
	Neem					
	Babul					
	Mango					
	Sarinh					
	Bar					
	T r e e s					
	Neem					
	Babul					
	Mango					
	Sarinh					
	Bar					
	T r e e s					
	Neem					
	Babul					
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	Neem					
	Babul					
	Mango					
	Sarinh					
	Bar					
	T r e e s					
	Neem					
	Babul					
	Mango					
	Sarinh					
	Bar					
	T r e e s					

	Neem					
	Babul					
	Mango					
	Sarinh					
	Bar					
	Eucalyptus					
	T r e e s					
	Neem					
	Babul					
	Mango					
	Sarinh					
	Bar					
	T r e e s					
	Neem					
	Babul					
	Mango					
	Sarinh					
	Bar					

List of Documentation to be handed over to FO by the AWB

Record of Rights (Karia Register)

Command Plan of Channels

100 A Form (Outlet Data Register)

Minor/ Distributary X – Sections
(for head, middle and tail reaches)

“D” Statement

“L” Section

“C” Statement

Register of Sectioned Gardens

Cultivation Register for last three (3) years

List of Assets

List of Court Cases

Share List file

List of Sectioned Lift Machines

List of Encroachment
(Photocopy of correspondence file, if any)

List of non-irrigation Water Users
(Drinking/ Commercial)

Status of Water Charges recovery
(of non-irrigation water users)