

Affidavit



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Haryana Government



Date: 17/01/2022

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Deponent

Name: Chief Secretary to Govt. of Haryana

H.No/Floor: Na

Sector/Ward: Na

Landmark: Chandigarh

City/Village: Chandigarh

District: Chandigarh

State: Chandigarh

Phone: 94*****81

Others: Chief Secretary to Govt. of Himachal Pradesh



Purpose: M O U to be submitted at Concerned

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MoU between Government of Haryana and Government of Himachal Pradesh relating to the construction of Adi Badri Dam on River Somb & its linkage with Sarasvati river.

This MoU made on this 21st day of JAN, 2022, between the Governor of Haryana through Chief Secretary (hereinafter called the Government of Haryana, which expression unless repugnant to the context of meaning thereof, shall include its successors or permitted assigns) of the first part.

The Governor of Himachal Pradesh through Chief Secretary (hereinafter called the Government of Himachal Pradesh, which expression unless repugnant to the context of meaning thereof, shall include its successors or permitted assigns) of the second part.

Whereas an expert committee on "Palaeochannels of North-West India: Review and Assessment" constituted by Government of India has recommended that Sarasvati river basin is one of the best suited basins for ground water recharging. A reference received vide letter no. 4(156)/NWR/S & I/2016-303, dated 28.2.2017 from Central Ground Water Board (Ministry of Water Resources and Ganga Rejuvenation Government of India) advised the Government of Haryana that "*Somb Nadi may be considered for the pilot project on Artificial Recharge to Ground Water and a proposal on Pilot study on Artificial Recharge be prepared.*"

Whereas Government of Haryana is planning for construction of three number small Dams in Adi Badri, Dhanora and Lohgarh in lower Shiwalik Hills for the purpose of rejuvenation of mighty River Sarasvati, ground water recharging, flood protection and promotion of tourism and Cultural Heritage in State of Haryana and Himachal Pradesh. The mighty River Sarasvati had

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flown down from glaciers of Himachal Pradesh and Utrakhand before entering into the plains at Adi Badri in Haryana. The rejuvenation of River Sarasvati will benefit many millions of people of India in various States viz. Himachal Pradesh, Utrakhand, Haryana, Punjab, Rajasthan and Gujarat.

Whereas Government of Haryana initiated the project and feasibility report for revival of Sarasvati Nadi by construction of Adi Badri Dam on Somb Nadi and its linkage to Sarasvati Nadi, Sarasvati Reservoir and construction of barrage on River Somb has been got prepared from Water and Power Consulting Services Ltd. (WAPCOS) Government of India;

And whereas after receipt of feasibility report from Water and Power Consulting Services Limited, the matter was taken up with Government of Himachal Pradesh regarding No Objection Certificate (NOC) for construction of Adi Badri Dam and the Government of Himachal Pradesh has issued No Objection Certificate (NOC) for the construction of Adi Badri Dam on Somb Nadi Lower Shivalik Hills vide No. IPH-B(F) 8-4/2012, dated 24.5.2018 subject to the conditions:-

“That an MoU will be signed between the two Governments incorporating into it various issues related to infrastructure, implementation, management and other aspects. The DPR will be prepared by the Government of Haryana by 15th July, 2018, which will incorporate all the concerns related to the infrastructure development expressed by the Government of Himachal Pradesh.”

That Detailed Project Report (DPR) has already been shared with the Government of Himachal Pradesh incorporating all the concerns relating to infrastructural development/restoration of benefits.

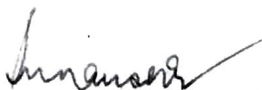
Draft MOU was shared with Government of Himachal Pradesh and thereafter series of discussions have taken place between the officials and officers of both the States for finalization of MOU. That a meeting was held to discuss various issues of MOU on 5th July 2021 under the Chairmanship of Secretary Jal Shakti Vibhag, Himachal Pradesh.

That a meeting has also been held between Chief Secretaries of both the states alongwith officers on 05.10.2021 wherein all the relevant issues were discussed and finalized.

And whereas this project involves some territories and rights of the people of the Government of Himachal Pradesh affected on account of construction of Adi Badri Dam along with environment and forest issues to be taken up with Government of Himachal Pradesh and Government of India.

Therefore, both the parties have agreed to these terms and conditions and stipulations contained hereinafter:-

1. That Himachal Pradesh Power Corporation Limited shall be the executing agency for construction of Adi Badri Dam and its related infrastructure/appurtenant works. A Committee comprising of Additional Chief Secretary to Government of Haryana, Irrigation & Water Resources Department, Haryana, Secretary to the Government of Himachal Pradesh, Jal Shakti Vibhag, Himachal Pradesh, Engineer-in-Chiefs and other representative of both the States have been constituted for planning, supervising and monitoring of Adi Badri Dam as per detail attached at **Annexure-I**.



That entire funding of the project as provided in the DPR shall be arranged by Government of Haryana as per payment schedule based on Disbursement Link Indicators (DLIs) and Haryana Government shall release funds to Himachal Pradesh Power Corporation Limited (HPPCL) accordingly.

That funds to various departments of Himachal Pradesh Government shall also be provided by Government of Haryana as earmarked in the DPR of project i.e. Rs. 34.76 crores and these funds shall be released upfront in a single installment by Government of Haryana within 60 days of signing of MOU.

2. That Haryana Irrigation and Water Recourses Department shall transfer all relevant data, reports, design and drawings etc. of Adi Badri Dam alongwith status report of various statutory clearances required for construction of Adi Badri Dam to Himachal Pradesh Power Corporation Limited.
3. That the land area falling under the project for construction of Adi Badri Dam on River Somb in Himachal Pradesh shall be 31.16 Hectare out of which 0.67 Hectare area is under private ownership and balance area 30.49 Hectare land is forest land.
4. That for the land falling under the project area in Himachal Pradesh territory, suitable compensation shall be paid as full and final payment by the Himachal Pradesh Government to the right holders of the land through negotiated settlement. A Committee under Chairmanship of Additional Deputy Commissioner Sirmour shall be constituted by the Government of Himachal Pradesh for carrying out the negotiation for this purpose. All the funds for the purpose of this negotiated/settled shall be provided by Haryana Government.
5. That Cost of rehabilitation package for oustees and environmental protection package in accordance with prevalent policies of the State of Himachal Pradesh as well as any other prevalent laws or any other unforeseen cost/expenditure in this regard related to Adi Badri Dam in future shall be considered a part of the project and shall be borne by the Government of Haryana and no liability on this account shall be passed on to Himachal Pradesh.
6. That the water stored by construction of Adi Badri Dam on River Somb shall be primarily used for revival of River Sarasvati and development of Sarasvati Heritages. However, 61.88 Ha-m water per annum out of 224 Ha-m water stored at Adi Badri Dam shall be earmarked to fulfill the drinking water requirement (3.92 Ha-m) and Irrigation water demands (57.96 Ha-m) of the project affected villages in Himachal Pradesh territory. Himachal Pradesh shall be at liberty to utilize their share as per demand throughout the year regardless of filling or depleting period.
7. That if the storage is found to increase/decrease during the detailed study of the Dam by Government of Himachal Pradesh, the share of both the States shall be increased/decreased proportionally. In case of increase in storage, Himachal Pradesh shall be at liberty to utilize its water share over and above 61.88 Ha-m for any purpose as deemed appropriate by it.
8. That an automatic data acquisition system shall be installed at Dam site by Government of Haryana for transparent accounting of water uses by two States.

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9. That after completion of the dam, regulation of water from Adi Badri Dam and its operation and maintenance shall be done by Haryana Irrigation and Water Resources Department under supervision of a Committee named as Adi Badri Dam Regulation Committee. The Constitution, functions and powers of this Committee shall be as per detail attached at **Annexure-II**. All the cost of maintenance, repair and operation of Adi Badri Dam shall be borne by the Government of Haryana.
10. All the claims of the affected persons in the territory of Himachal Pradesh shall be settled and disbursed in their account by the Himachal Pradesh Government within a period of 3 months from the date of deposit of funds for the purpose by the Government of Haryana. The Utilization Certificate for the same shall be furnished by Himachal Pradesh Government to the Government of Haryana within 30 days of the expiry of limitation period i.e. 3 months.
11. That both the parties are free to prepare the Sarasvati Heritage Tourism Projects as well as any other infrastructure facilities which may be required for the welfare and development of local people from their own resources without compromising the primary objectives of the project within their respective territories.
12. That in case of any dispute/substantial difference of opinion arising out of this MoU on any point whatever including interpretation and implementation; the matter shall be referred to Adi Badri Dam Regulation Committee. Still, if the dispute is not resolved by the Adi Badri Dam Regulation Committee, any party shall be at liberty to refer the matter to Institution of Arbitration duly recognized by Government of Haryana and Government of Himachal Pradesh after mutual consent of both the Governments.
13. That the Government of Haryana and Government of Himachal Pradesh shall be responsible for maintaining law and order in their respective territories during execution, operation and maintenance of the project.
14. In witness whereof Chief Secretary to Government of Haryana for and on behalf of the Governor of Haryana and Chief Secretary to Government of Himachal Pradesh for and on behalf of the Governor of Himachal Pradesh have signed these presents on the day and year as mentioned above.

Signed by *Shamsher*
21.01.22

Chief Secretary to the Government
For and on behalf of the
Governor of Haryana

Witness 1: *[Signature]*
21/01/2022

Address:

Witness 2: *[Signature]*
21/1/22

Address:

[Signature]
21st Jan 2022
Chief Secretary to the Government
for and on behalf of the
Governor of Himachal Pradesh

[Signature]
Dr. Ashwani Kumar

[Signature]
21/1/22