

**AGREEMENT¹ BETWEEN THE GOVERNMENT
OF INDIA AND THE GOVERNMENT OF THE
ISLAMIC REPUBLIC OF PAKISTAN
REGARDING THE SALAL HYDRO-
ELECTRIC PLANT
New Delhi, 14 April 1978**

The Government of the Republic of INDIA

AND

The Government of the Islamic Republic of PAKISTAN,

BEING desirous of promoting and strengthening friendly relations between them on the basis of sovereignty, equality and mutual benefit,

TAKING into consideration the provisions of the Indus Waters Treaty², 1960, to which both the Governments are parties,

HAVING discussed the differences that had arisen between the two Governments regarding the design of the Salal Hydro-Electric Plant on Chenab Main, and

WITHOUT prejudice to the provisions of the Indus Waters Treaty, 1960 (hereinafter referred to as the Treaty) or to the rights and obligations of the Parties thereunder,

HAVE AGREED as follows :

Article I

The salient features of the Salal Hydro-Electric Plant shall conform to the following :

(i) Location

At Salal,
Longitude : 74° 50' East
Latitude : 33° 08' North

1. Came into force on 14 April 1978.

2. IBTA Vol. 3 Doc. No. 209.

(ii) Full Pondage Level	Not higher than EL 1600 feet
(iii) Dead Storage Level	Same as the Full Pondage Level
(iv) Operating Pool	Nil
(v) Dead Storage Capacity	Not exceeding 230, 303 acre feet
(vi) Immovable Crest Level of the Spillway	Not more than 30 feet below the Full Pondage Level
(vii) Spillway Gates	12 numbers, 50 feet wide and 30 feet high. The design shall provide for water to spill over the top of the spillway gates if the gates are not opened in time.
(viii) Level of Power Intakes	The centreline of the penstocks at the intake to be not lower than 27.5 feet below the Full Pondage Level.
(ix) Outlet Works	<p>Six numbers with cill level not below EL 1365 feet. These shall be permanently closed with concrete plugs within one year of the date of the first filling of the reservoir upto the Full Pondage Level or within three years of the date of the first filling of the reservoir upto the crest of the spillway, whichever is earlier.</p> <p>The Dead Storage shall not be depleted except in an unforeseen emergency endangering the safety of the earth or the concrete dams. In that event, India shall give immediate information to the Government of Pakistan of the nature of the emergency and may simultaneously undertake such action as may be necessary.</p>

In case the removal of concrete plugs becomes necessary, India shall hold immediate consultations with the representatives of the Pakistan Government including site inspection of the Plant.

Article II

India shall not make any further alterations in the features of the design of the Plant specified in Article I above except by mutual agreement.

Article III

Any question which arises between the Parties concerning the interpretation or application of this Agreement or the existence of any fact which, if established, might constitute a breach of this Agreement shall be dealt with under the provisions of Article IX of the Treaty.

Article IV

Matters not expressly provided for in this Agreement shall be governed by the provisions of the Treaty.

Article V

The terms used in this Agreement shall have the same meanings as in the Treaty.

Article VI

This Agreement shall come into force upon signature.

DONE in duplicate in the Hindi, Urdu and English languages at New Delhi on this Fourteenth day of April 1978. All the texts will be equally authentic; however, in case of doubt, the English text shall prevail.

Sd/-

A.B. VAJPAYEE
Minister of External Affairs
For the Government of the
Republic of India

Sd/-

AGHA SHAHI
Adviser on Foreign Affairs
For the Government of
the Islamic Republic of Pakistan