

# Resettlement Planning Document

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Resettlement Plan  
Final  
Project Number: 35201  
November 2010

## SRI: Local Government Infrastructure Improvement Project—Road Improvement in Ganga Ihala Pradeshiya Sabha

Prepared by Ministry of Provincial Councils and Local Government

The resettlement plan is a document of the borrower. The views expressed herein do not necessarily represent those of ADB's Board of Directors, Management, or staff, and may be preliminary in nature.

## **SHORT RESETTLEMENT PLAN**

**STRENGTHENING LOCAL GOVERNMENT  
INFRASTRUCTURE IMPROVEMENT PROJECT  
ADB LOAN NO 2201SRI (SF)**

**ROAD IMPROVEMENT  
SUB PROJECT  
GANGA IHALA PRADESHIYA SABAWA**

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## **ABBREVIATIONS**

ADB	-	Asian Development Bank
CEA	-	Central Environmental Authority
CEB	-	Ceylon Electricity Board
CBO	-	Community Based Organizations
CLG	-	Commissioner of Local Government
DPR	-	Detailed Project Report
DS	-	Divisional Secretary
DSD	-	Divisional Secretariat Division
UC	-	Urban Council
EIA	-	Environmental Impact Assessment
EA	-	Executing Agency
GND	-	Grama Niladhari Division
GPS	-	Ganga Ihala Pradeshiya Sabawa
IEE	-	Initial Environmental Examination
Km	-	Kilometer
LGIP	-	Local Government Infrastructure Improvement Project
LA	-	Local Authority
LLDF	-	Local Loans and Development Fund
NWS&DB	-	National Water Supply & Drainage Board
NGO	-	Non Governmental Organizations
O&M	-	Operation and Maintenance
PCU	-	Project Coordinating Unit
‘Pola’	-	Fair/Weekly fair/Village level market
RDA	-	Road Development Authority
RC	-	Resettlement Committee
SPCU	-	Sub Project Coordinating Unit
SLT	-	Sri Lanka Telecom
SPDA	-	Subproject Development Assistance
UDA	-	Urban Development Authority
ULA	-	Urban Local Authority

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## **A. PROJECT DESCRIPTION**

### **Introduction:**

1. This Short Resettlement Plan (SRP) for Ganga Ihala Pradeshiya Sabawa Road Improvement Subproject, has been prepared in response to Asian Development Bank's (ADB) requirement as contained in the loan agreement. Under this project a Resettlement Framework (RF) has been prepared by the Ministry of Local Government and Provincial Councils. This SRP has been prepared in conformity with the National Involuntary Resettlement Policy (NIRP) adopted by the Government of Sri Lanka (GOSL) and the RF.

2. Gangaihalala Korale Pradeshiya Sabawa (GPS) is situated 175km East of Colombo, 15 km off from Kandy-Ginigathhena road in the Kandy district in Central Province of Sri Lanka. The area of the PS is 103.56 sq.km and the population is 63,942 and covering 31 GN divisions. The elevation of the area is 650 meters above mean sea level. Annual rainfall is 3350 mm and annual average temperature is between 20.0- 22.5 Celsius. The area is belonged to wet zone – mid country agro-ecological region. Paddy cultivation, coconut cultivation and home gardens are spread over the area and tea cultivation is also covers a considerable portion of the area. In addition to main crops minor export crops such as pepper, cardamom, cloves, cinnamon, etc are grown. Among the other crops Banana, Jak, Cocoa, Coffee, Cherry, Guava, Butter fruit, Dooruyan, Peach, Strawberry, Mango, Lemon and Grapes are available in most of their home gardens.

3. Ganga Ihala PS, as other Local Authorities in the country, is responsible to the Provincial Council of Central Province and to the people in GPS area, and hopes to increase the efficiency of GPS services providing basic needs to the people, GPS hopes in-collaboration with Local Government Infrastructure Improvement Subproject (LGIIIP) to provide more facilities through providing transport facilities to the people living in remote areas.

4. The Local Government and Infrastructure Improvement Project (LGIIIP) comprise three parts. Part A: Basic Social Services Delivery covers improvements, i.e. rehabilitation, improvement and expansion of the following municipal infrastructure services: (i) communal water supply, (ii) drainage, (iii) urban roads, (iv) solid waste management and (v) municipal facilities. Part B: Urban Provincial Municipal Management Improvement includes implementation of an action program in four key result areas: (i) policy support and systems, (ii) policy awareness and implementation, (iii) Local Authority (LA) resource center (help desk for Provincial Councils [PCs] and LAs), and (iv) Technical Assistance (TA) Consultant/Firm Contractor Rosters. Part C: Capacity Building and Implementation Assistance covers project coordination and administration for PCs and LAs.

5. This short resettlement plan is prepared for the proposed road improvement sub project of the GPS area. During improvements surface rigid concreting, metalling and tarring, side drains and protective masonry walls and culverts are carried out in six road sections; Asupini Ella road (1.12km), Alugolla cemetery road (0.83km), Karagala-Wawulwana road (1.12km), Wallehegoda-Udagama road (4.99km), Hapanameru Colony road (0.80km) and Ethgala-Gammedda road (0.80km).

## **B. SCOPE OF LAND ACQUISITION AND RESETTLEMENT**

6. This Short Resettlement Plan (RP) has been developed for the Improvement of six Road sections of GPS under Part A. Boundaries of **three road sections** have been running through private land owners. One to two feet strips along Hapanameroo colony road, **Alugolla-Kanatta** road and Wallahagoda-Udagama road to be taken from private owners who are in boundaries and they provide those portions voluntary. **The GPS have signed land donation agreements with all 16 land owners to legalize the transaction.** This document is the 'action plan' to be implemented by the GPS to use those strips of lands without paying of compensation and fulfilling any other requirements of land owners.

7. GPS officials have met land owners individually (See the annex II) and explained the requirement and all agreed to give required portions without any compensation since they need to improve their roads as soon as possible. SPCU officials and RDC consultants with GPS officials had two meetings with all land owners to verify their consent.

09. There is no need of relocation structures or families due to the subproject. No land acquisition activities since GPS have agreements signed by land owner in front of a Notary-Public.

## **C. Objectives, Policy Framework and Entitlements**

8. This RP is based on ADB's *Policy on Involuntary Resettlement* (1995)—particularly the sections on voluntary donation, the Land Acquisition Act (LAA) of Sri Lanka (1950), the National Involuntary Resettlement Policy (NIRP) of Sri Lanka (2001), and the agreed Resettlement Framework (RF). Details of complying with NIRP policies according to this subproject are as follows.

**Table 1: Complying with NIRP policies**

<b>NIRP PRINCIPLES</b>	<b>Sixteen residents who allow the GPS to use portions of lands along two roads of the subproject</b>	<b>Justification</b>
IR activities should be avoided or reduced considering alternatives	No involuntary resettlement activities are taken place and not applicable within for these land owners of the subproject.	Not applicable within this subproject
If resettlement is unavoidable APs should be assisted to re-establish by themselves	Not applicable within this subproject	Not applicable within this subproject
Gender equality and equity should be ensured	No any disadvantages for women due to the land donation. Women will be benefitted out of the road project.	Land owners voluntary provide small portions (1-2' strips) of their lands and it doesn't affect their income or living conditions.
Compensation for losses to be based on replacement value	Not applicable within this subproject	All of them are having better income sources and they are not from vulnerable group.
APs should be involved in the selection of re-location sites.	Not applicable within this subproject	Not applicable within this subproject
Resettlement should be planned and implemented with full participation of the Provincial and Local Authorities	Not applicable within this subproject	Not applicable within this subproject
APs to be integrated to the host communities economically and socially	Not applicable within this subproject	Not applicable within this subproject
Resettlement should be planned as a development activity for APs	Not applicable within this subproject	Not applicable within this subproject
APs who do not have legal titles should receive fair and just treatment	Land owners are having proper titles.	Not applicable
Assistance for vulnerable APs	Not applicable- All of them are having better income sources and they are not from vulnerable group.	Not applicable- All of them are having better income sources and they are not from vulnerable group.

The pattern of the deciding compensation is described in the Entitlement Matrix as follows.

**Table 2: Entitlement Matrix**

<b>Type of Losses</b>	<b>Definition of APs</b>	<b>Entitlement</b>	<b>Implementation Issues</b>
Permanent Loss of 1-2'x10 strips of land	Landowners with land titles.	Land-for-land or cash-for-land compensation at replacement value with vulnerable APs prioritized for land-for-land compensation. Allowances for transaction costs such as documentary stamps and registration costs (in case of purchase of replacement land), and other cash grants and resettlement assistance such as shifting allowance.	Land owners wants to improve their road conditions while widening those roads and they voluntary provide such land strips to do such improvements. Also they give their consent with signed agreement in front of a Notary Public.(See the annex: V for a sample of agreement) They do not expect anything as compensation.
Loss of structures and immovable assets	Titled APs (owners and tenants) losing structures or immovable assets	Compensation for owners for structures/assets will be at full replacement cost without deduction for depreciation/salvageable materials. Compensation includes transportation and labor costs, and shifting allowance. Compensation for business income for owners and tenants including income for workers affected by loss of commercial structures for 6 months.	Not relevant to this project. No structures to be re-located there.
Loss of crops and trees	Titled APs (owners and leaseholders) losing crops and trees	Cash compensation will be paid for loss of crops at replacement cost. If sown or standing crops are affected, these will be compensated in cash at the value of matured crops, based on current market rates.  Compensation for loss of fruit trees will be at replacement cost based on the present income and crop bearing capacity. Other trees will be compensated at replacement cost based on the current market value of timber.	Not relevant to this project. No valuable trees or crops to be removed.
Loss of income and livelihood	Titled APs whose means of livelihood and income have been affected	Cash compensation for losses in wages/income for 6 months to allow finding an alternative employment or livelihood or to learn new skills. Vulnerable APs will be provided training programs to re-establish income and livelihood, and will be prioritized in employment generated by sub-projects.	Not relevant to this project. No income receives from small strips of land which are to be given for road improvements.



#### **D. Consultation, Verification, and Grievance Redress**

9. Consultations have been a key element during sub-project preparation and results of consultations have factored into subproject design. It is very positive since all stakeholders are agreed on the subproject and there is no single negative impact identified. Annex I gives more details about community/stakeholder's consultations in regard to this subproject. All land owners with other road users participated in this meetings and they gave their consent for acquiring their lands for the subproject in front of all other stakeholders. (See the annex II for details)

10. Further consultations will be facilitated by GPS through the Resettlement Committee (RC) with support from CBOs and NGOs engaged by the RPS to document consultations (including responsibility and time-line for implementing decisions taken at such consultation meetings). This SRP will be translated into local language and disclosed through public notices at GPS and SPCU offices, and through the mass media. It will also be posted on Government and ADB websites. Information dissemination and consultation will continue throughout the subproject implementation period.

11. The GPS will have primary responsibility for the timely and effective redress of any complaints regarding SRP implementation. In the event that the GPS or RC is unable to satisfactorily resolve a complaint or the AP is dissatisfied with the outcome, the complaint will then be referred to the Grievance Redress Committee (GRC). The GRC will handle referred grievances with technical assistance from SPCUs. The GRC's main responsibilities for redressing grievances are to: (i) provide support to APs on problems arising during re-location to new places( if and when relevant). (ii) record, categorize, and prioritize AP grievances and resolve them within 2 weeks from the date complaints are lodged; (iii) immediately inform the SPCU of serious cases; and (iv) report to APs on developments regarding their grievances and decisions of the GPS and GRC. Detailed investigation will be undertaken which may involve field investigation with the concerned APs. APs can make further appeals against GRC decisions regarding grievances to the Provincial Council through the SPCU. If unsatisfied, APs can seek assistance of appropriate courts of law to redress their grievances. The form of Grievances Redress Committee is given in Annex VI.

#### **E. Compensation, Relocation and Income Restoration**

12. Compensation, relocation and income restoration are not relevant to this project. They donate voluntary their land portions to GPS without any compensation or any other facilities. No any structures or families to be relocated or resettled. No income losses for any land owner due to donating small strips of land for the road improvements. SPCU officials and social specialist met all land owners who are willing to donate their land portions to verify their consent and examine their socio-economic conditions. There is no need to have income restoration programmes for them since no income losses due to land donations.

#### **F. Institutional Framework**

13. The EA (Executing Agency) of the Project is MLGPC which is responsible for overall project coordination under the guidance of an inter-ministerial steering committee. A PCU under the EA manages and coordinates project implementation. The PCU has provided guidelines in undertaking social assessments (including IR formulation) to the PS through the SPCUs. The SPCU has assisted the GPS in undertaking required social assessments (including IR issues)

for the sub-project, and provided required technical assistance and project consultants. The GPS, with technical assistance from the SPCU, has prepared this RP, and has submitted this RP to the SPCUs for review. A Resettlement Committee (RC) will be established by the GPS with representatives from APs, LA, nongovernmental organizations (NGO) and community based organizations (CBO). It will assist the EA in assistance packages, and resolving AP grievances. NGOs and CBOs will be engaged by the GPS for RP implementation. The SPCUs will provide the reviewed RP to the LLDF Project Appraisal Unit for review and endorsement to ADB for approval. Roles and responsibilities of agencies involved in SRP preparation and implementation are illustrated in Table 3.

**Table 3: Agencies Responsible for Land Acquisition Implementation**

Activity	Agency Responsible
Hiring of Consultants/Resettlement Specialists	SPCU/PCU
Screening for land acquisition and resettlement impacts	GPS/SPCU
Preparation of Land Acquisition and Resettlement Plan	GPS/SPCU/RDC consultants
Review and Approval of Land Acquisition and Resettlement Plan	SPCU/LLDF/PCU/ADB
Coordination and submission of Land Acquisition and Resettlement Plans for subprojects to be undertaken under the Project to LLDF (and the responsible agency should be SPCU)	SPCU
Verification survey for identification of APs	GPS/SPCU/ RDC consultants
Land survey for identification of plots	GPS/SPCU
Resettlement training workshops	Not applicable
Consultation and disclosure of Land Acquisition and Resettlement Plan to APs	GPS, NGOs and CBOs /RDC consultants
Inform contractor to commence construction	LA/SPCU
Internal monitoring	GPS/SPCU
External monitoring	Independent Agency

## **G. Resettlement Budget, Financing and Implementation Schedule**

14. The resettlement budget is in Table 4. Contingency funds have been allocated in accordance with Section E. These funds will be provided by the EA/SPCU and GPS.

**Table 4: Resettlement Cost Estimate**

Item	Rs. (SLR)	US \$*	Source of Funds
Consultation and information dissemination (translation, paper advertisement, etc.)	50,000/=		PCU and SPCU
Compensation for lands	N/R		
Income restoration payments	N/R		
Monitoring and evaluation	100,000		PCU and SPCU
Grievance redress	50,000		GPS and SPCU
Administrative and other costs (including engaging NGO or CBO)	100,000		GPS and SPCU
<b>Sub total</b>			
Contingency (10 %)			PCU
<b>Total</b>			

\* \$ 1 = SLR 107

15. The implementation schedule of this SRP is given in the table 5 below. Total duration is 12 months.

**Table 5: Implementation Schedule**

Activities	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
i. Finalizing of portions to be taken from private owners for road improvement for preparing <b>land donation agreements related activities</b> by GPS	★											
ii. Preparation of SRP and approval from the ADB		★										
iii. <b>Completing land donation activities while ensuring land donation agreements are signed</b>			★									
iv. Establishment of RC and engagement of implementation NGO or CBO			★									
v. Information sharing (including sub-project implementation schedule and delivery of benefits), consultations, and disclosure.		★	★									
vi. Commence civil works				★	★	★	★	★	★	★	★	★
vii. Internal monitoring			★	★	★	★	★	★	★	★	★	★
viii. External monitoring	★	★	★	★	★	★	★	★	★	★	★	★
ix.												
x.												

## H. Monitoring and Evaluation

16. Internal monitoring will be the responsibility of the SPCU through the GPS. The SPCU internal monitoring indicators are identified in the RF. The SPCU will establish a quarterly monitoring system at the GPS. The SPCU will prepare quarterly progress reports containing progress made in RP implementation with particular attention to compliance with the principles and entitlement matrix set out in the RP. Monitoring and evaluation reports documenting progress on resettlement implementation and RP completion reports will be provided by the PCU to ADB as part of quarterly progress reports.

17. The EA will engage the services of an independent agency not associated with project implementation to undertake external monitoring and evaluation. The external agency, with previous experience in resettlement activities and familiarity with Government and ADB resettlement policy will monitor and verify SRP implementation to determine whether resettlement goals have been achieved, livelihood and living standards have been restored, and provide recommendations for improvement. The external monitoring will undertake monthly monitoring and impact evaluation on a sample basis during mid-term and project completion. Monitoring will also ensure recording AP views on resettlement issues; AP understanding of entitlement policies, options, and alternatives; site conditions; compensation valuation and disbursement; grievance redress procedures; and staff competencies. The external monitor will also evaluate the performance of the PCU, SPCUs, and GPS. The external agency will report its findings simultaneously to the EA and to the ADB twice a year. Provision will be made in the budget for engaging the external monitor.

# ANNEXES

## ANNEX: 1 Minutes of the public consultation meetings

(English translation is below)

Six public consultation meetings were held on 21<sup>st</sup> June 2010 with the participation of beneficiaries of each road section and officials of GPS and SPCU and with Social Specialist of RDC consultants.

Discussions were carried out at each meeting in following manner.

Chairman of the GPS explained project expenditure, socio-economic benefits out of road improvements. SPCU explained road designs of each road and specified beneficiaries' responsibilities during road construction and operation. Also the SPCU requested the beneficiaries to appoint a group from them to supervise construction activities and assist contractors if and when needed.

Social Specialist of RDC consultants explained the ADB requirements through the IPSA and SRP and importance of compliance them accordingly by the GPS and beneficiaries of each road. Then beneficiaries explained their requirements and the way they can participate in. Also they agreed to give 1'-2' or as required portions of land from their land boundaries, but LGIIP requested them to they have to sign a land donation agreements and people agreed.

Lists of participants from each road are as follows.

<u>Alugolla-Kanaththa Road</u>	<u>Myanagolla (Hapanameru Colony Road)</u>
1. A.N.K. Aluthgamage	1. H.G. Kiribanda
2. Chitra Madurasnghe	2. Victor Madurasinghe
3. U.G. Nandawathi	3. N. Keerthiratne
4. D.G. Anulawathi	4. S.R. Abeyarante
5. S.M. Indrachapa Wijesinghe	5. S. Ariyarante
6. U.G. Geewa Shanthi Kumari	6. W.A. Punchi Banda
7. G.G. Nimal Karunatilake	7. U.M. Wimalasuriya
8. N.G. Somaratne	8. M.B.S. Uduwerella
9. N.G. Gunapala	9. N.G. Muthu Banda
10. Alice Wijayanhena	10. W.G. Sunil Shantha
11. Chandra Udaratage	11. H.G. Vijitha Kumara
12. Sri Lal Udaratage	12. H.G. Jayawardane Bandar
13. V.A. Gunasena	13. N.M.P. Manuranga Navaratne
14. N.G. Dharmasena	14. N.G. Navaratne Pushpakumara
15. N.G. Jayatilake	15. W.G. Upali

<b><u>Alugolla-Kanaththa Road</u></b>		<b><u>Myanagolla (Hapanameru Colony Road)</u></b>	
16.	K. G Gunapala	16.	N.G. Jagath Bandara
17.	W Gunaratne	17.	M.G.S. Nishantha
18.	Y.G. Piyadasa	18.	W.A. Suranga Pradeep Kumara
19.	K. G. Premaratne	19.	M. Wijenandana Madurasinghe
20.	M.G Nandasena	20.	W.A. Douglas Suraweera
21.	G.S Gunaratne	21.	S.G. Ranjith Manjula
22.	Wickremaratne	22.	A. Dissanayake
23.	Anil Jayasinghe	23.	S.H. Bisomanike Navarathne
24.	Simon Munaweera	24.	M.W. Somawathie
25.	Anura Kumara Marasinghe	25.	H.G. Shanthi Kumari
26.	A.S. Upasena	26.	Manike Dalpitiya
27.	Suneetha Marasinghe	27.	Lakmini Iroshika
28.	Malani Swarnalatha	28.	Walter Perera
29.	S P Gunasekera	29.	S. Saraswathy
30.	N G C Deepal	30.	Edward
31.	Chandra Karunawathi	31.	K.P. Wickrama Latha
32.	Malani Swarnalatha	32.	G.R. Gamini
33.	L G Gunarante	33.	R.V.K. Liyanagedara
34.	M.K. Marasinghe	34.	H.G. Podimahaththaya
35.	Jayatillake	35.	A.E. Udena Gunathilake
36.	Ananda Ratnayake	36.	L.G. Heenmanike
37.	N.Gamini Weerasinghe	37.	Priyanthi
38.	R.S.Jayatunge.	38.	W.H. Ramya
39.	S.P.Jayasinghe	39.	H.G. Kudamanike
40.	S Wijesinghe	40.	W.A. Ranaweera Banda
41.	Gamini Piyasena	41.	Nandawathie
42.	K.G. Ahugala	42.	K.G. Gnanawathie
43.	A.S Gamage	43.	I.A.P. Ilangakoon
44.	A.W. Rupasinghe	44.	K.G. Austin
45.	Sunil Dayarante	45.	Pattapola Sumanarathne
46.	E.G. Kiribanda	46.	L.G. Ranjith Liyanage
47.	Premaratne		<b><u>Karagala-Waulwana road</u></b>

<b><u>Alugolla-Kanaththa Road</u></b>	<b><u>Myanagolla (Hapanameru Colony Road)</u></b>
48. Wickramasinghe	1. W.G. Gunasekara
49. R.G. Piyadasa	2. T.D. Saranarathne
50. P. Nanayakkara	3. S.G.G. Rathnayake
51. N.G. Dharmapala	4. S.B.C. Anandathilake
52. A.M. Anil Jayasinghe	5. B.D. Somadasa
53. W. Wimal Karunaratne	6. Sarath Chandrapala
54. E.G. Wimaladasa	7. M.H.P. gunasekara
55. Lallani Wijayshena	8. R.G. Wasantha Rajapakshe
56. Nadeeka Malani Alugolla	9. S.P.Siriyawathi
57. Anura Kumara	10. T.G. Pieris
58. Ashoka Alugolla	11. S.G. Somadasa
59. Vajira Damayanthi	12. Gamini Navarathne
60. D.G.J. Ramyalatha	13. N.samarasiri
61. A.W. Kumarasinghe	14. Rohini Kanthilatha
62. U. Abeyaratne	15. R.G. Kalyanawathie
	16. W.G. Somawathie
<b><u>Athgalagammadda estate road</u></b>	17. T.G. Nimal
1. Ashoka Hewawasam	18. Chandani Priyanthi
2. G.G. Nilmini Paranawaththa	19. R.G. Geethanganie
3. G.B. Yvonne Hamilton	20. K.G. Priyanka Weerasinghe
4. Wasantha Kumari	21. T.G. Somarathne
5. Deepa Damayanthi Rajapakshe	22. N.P. Premalatha
6. Priyantha De Silva	23. G.G. Leelawathie
7. Neville	24. K.P. Seelawathie
8. W.G. Adline	25. M.G. Somawathie
9. W.G. Premawathie	26. S.P. Kumarasinghe
10. W.G. Sophia	27. S.G. Anulawathie
11. T.M. Karunawathie	28. D.G.P.K. Upul Kumara
12. K.G. Wimalawathie	29. N.M.G. Leelarathne
13. L.P. Kumari	30. Upali Dias Samaraweera
14. B.G.Kanthimala	31. M. Wijayagunathilake Banda
15. H.G.Gunadasa	32. Siripina
16. W.P. Thilanka Srilath Gunathilake	

<b><u>Alugolla-Kanaththa Road</u></b>	<b><u>Myanagolla (Hapanameru Colony Road)</u></b>
17. J.P. Thushara Wasantha Kumara 18. G.A. Weerasinghe 19. B.G. Jayamini 20. A.G. Amila Chandana 21. K.G. Neville Premathilake 22. B.G. Premadasa 23. J.A. Sumathipala 24. M.A. Priyantha 25. P.D. Nandasena 26. H.G. Wilbert 27. M.A. Priyadasa 28. A.G. Ravinda Rupasinghe	33. Samarasinghe 34. R.D. Piyasena 35. Nimal Rajapakshe 36. Rathnayake 37. H. Wimal Gunasekara
<b><u>Asupini Ella Road</u></b> A	<b><u>Wallahagoda Road</u></b>
1. S. Dayananda 2. Jagath Suwandarathne Jayathilake 3. Wasantha Amarasuriya 4. Ajith Pushpakumara 5. T.G. Haramanis 6. Nandana 7. Wilson Rajapakshe 8. Herath Banda. 9. R.G. Senarathne 10. S.A. Suwandarathne Hami 11. H.P. Wijesekara 12. M.G. Nihal Sisira 13. P.G. Kulasinghe 14. Alwis Peramuna 15. Cyril Peramuna 16. W.S. Podimanike 17. Rupa Balarathne 18. J.G.M. Chandralekha	1. G. Jayarathne 2. K.G. Sanjeewa 3. K.M. Wallahagoda 4. W.N.M. Navarathne 5. M.P. Ariyasena 6. Athula Upul Kumara De Silva 7. D.P. Basnayake 8. G.G. Ajantha Sumanawathie 9. Manel Jayathilake 10. G. Amarasinghe 11. Nandani Kottearachchi 12. D. Hemantha Rathnalatha 13. D.W. Tikiri Bandara 14. Upali Wickramasinghe Abewardhane 15. Tissa Weerasinghe 16. M.A. Piyadasa De Silva 17. R.S.S.Y. Chandrasekara 18. D. Rangni 19. M.E. Rathnapala 20. Susil Wijethilake 21. D.P. Nandasiri 22. G.G. Violet 23. M. Gurley Kanakarathne 24. Leela Marasinghe 25. D.E. Saman Wickramasinghe

<b><u>Alugolla-Kanaththa Road</u></b>	<b><u>Myanagolla (Hapanameru Colony Road)</u></b>
19. R.G. Chandrawathie	26. N.G. Piyasena
20. R.G. Chandrasena Rajapakshe	27. A.P. Sugathapala
21. G.G. Suneetha Peramuna	28. B. Indrathilake
22. H.G.M. Wanniarachchi	29. B. Siriwimala
23. M.P. Swarnalatha	30. V. Samaraweera
24. T.G. Hemalatha	31. B.D. Thilakarathne
25. J.P. Rupa Jayasinghe	32. N.G. Ranjith Abeysinghe
26. P.G. Chandani Kusumalatha	33. M.G.R. Piyasena
27. J.P. Wickramasinghe	34. M.C. Dharmadasa
28. M.M. Bisomanike	35. M.F. Rathnapala
29. S.P. Sriyani Indralatha	36. K.G. Shriyani Mangalika
30. Wasantha Thushari	37. A.J. Abeykoon
31. J.P. Suwasinghe	38. D.M. Chandana Perera
32. K.B. Andarawewa	39. K.A. Pradeep Kumara
33. H.G. Somarathne	40. G.B.G. Jayarathne
34. R.G. Rohini Dilishia Abeysinghe	41. H.M.K.K. Herath
35. H.P. Priyantha Saman Kumara	42. G.R.G. Gunaseeli
36. P.A. Peramuna	43. U.R. Simon
37. H.P. Gunathilake Jayalath	
38. K.P. Margret	
39. R.G. Daberathne	
40. Seelawathie	
41. Kusuma Sudasinghe	
42. Gunathilake Peramuna	
43. Renuka Wickramasinghe	
44. Ranawanshi	
45. W.P. Wijaya Wickramasinghe	
46. R.G. Sumanadasa	
47. R.G.R.R. Abeyrathne	
48. A.W. Sriyani Pushpalatha	
49. P.G. Siriyawathie	
50. Chandrika Kumari	



<u>Alugolla-Kanaththa Road</u>	<u>Myanagolla (Hapanameru Colony Road)</u>
51. A.K. Ajith Pushpakumara 52. R.G.R. Asha Abeyrathne 53. W.P. Ishara Madhushani 54. N.G. Ariyadasa	

## **ANNEX: II                      Meeting with land Donatees**

Participants of the meeting held for Wallahagoda-Udagama Road,Hapanamaroo Colony Road,Alugolla-Kanaththa Road, for clarifying land donation method and signing agreements. Also participated GPS officials, LGIIP/SPCU-Kandy officials and RDC-Social Specialist on 1<sup>st</sup> August 2010.All residents agreed to give their portions of land voluntarily without any compensation.

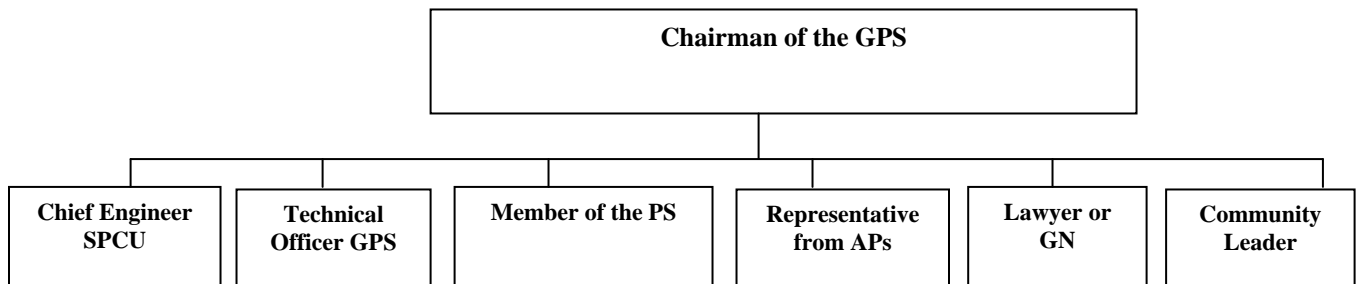
1. G.M.Gunathilaka-Avariyaahakotuwa-Wallahagoda Road
2. K.M.Gunaratne-Mullewatta- Wallahagoda road
3. G.M.Seneviratna-Yalewatta-Wallahagoda road
4. W.M.Samarathunga-Pansalawatta-Wallahagoda Road
5. A.A.D.Jayaseeli Ranasinghe-Yapawatta-Wallahagoda Road
6. K.G.Podimenike-Yapawatta-Wallahagoda Road
7. W.A.Jayathilake-Yapawatta-Wallahagoda Road
8. N.G.Charlis-Halagama-Wallahagoda Road
9. G.P.Alfred Silva-Agalmullawatta-Wallahagoda Road
- 10.M.W.Dharmasena-Munankotuwawatta-Wallahagoda Road
- 11.H.G.Podiappuhamy-Hapanamaroo Colony Road
- 12.K.G.Somaratne-Hapanamaroo Colony Road
- 13.M.Somawathi-Hapanamaroo Colony
- 14.N.U.P.Nanayakkara- Alugolla-Kanaththa Road
- 15.K.M.H.Perera-Alugolla-Kanaththa Road
- 16.N.MuthuBanda-Hapanamaroo Colony Road

### Annex III : Entitlement Matrix

Type of Losses	Definition of APs	Entitlement	Implementation Issues
Permanent Loss of land	Landowners with land titles.	Land-for-land or cash-for-land compensation at replacement value with vulnerable APs prioritized for land-for-land compensation. Allowances for transaction costs such as documentary stamps and registration costs (in case of purchase of replacement land), and other cash grants and resettlement assistance such as shifting allowance.	Cash compensation will be at replacement value determined by the Resettlement Committee (RC).
Temporary loss of land	Land owners with land titles	Rent during the temporary use of land.	Affected persons (AP) will be provided land rental at market rates determined by the RC (engaging a land surveyor, if required). Land will be restored to previous or better quality by contactors/Local Authority (LA).
Loss of structures and immovable assets	Titled APs (owners and tenants) losing structures or immovable assets	Compensation for owners for structures/assets will be at full replacement cost without deduction for depreciation/salvageable materials. Compensation includes transportation and labor costs, and shifting allowance. Compensation for business income for owners and tenants including income for workers affected by loss of commercial structures for 6 months.	Market and replacement values will be determined by the RC. Owners of affected structures will be allowed to take/reuse all the salvageable materials.
Loss of structures and immovable assets	Non-titled APs (informal dwellers/squatters and encroachers) losing structures or immovable assets	Compensation for structures/assets will be at full replacement cost without deduction for depreciation/ salvageable materials or temporary structures will be provided to continue their businesses without losing income until complete permanent structures and without paying any compensation. Compensation includes transportation and labor costs, and shifting allowance. Compensation for business income including income for workers affected by loss of commercial structures for 6 months.	Semi-permanent structures are provided until completion of the new building. Paying compensation is not applicable to the practice in Kuruvita. KPS provides temporary locations with structures to all relocates without disturbing their businesses. After constructing the new building permanent structures will be provided.
Loss of income and livelihood	Titled APs whose means of livelihood and income have been affected	Cash compensation for losses in wages/income for 6 months to allow finding an alternative employment or livelihood or to learn new skills. Vulnerable APs will be provided training programs to re-establish income and livelihood, and will be prioritized in employment generated by sub-projects.	Not relevant to this project..
Loss of income and livelihood	Non-titled APs whose means of livelihood and income have been	Cash compensation for losses in wages/income for 6 months to allow finding an alternative employment	No any damages to businesses due to resettlement. Alternative locations and structures are

Type of Losses	Definition of APs	Entitlement	Implementation Issues
	affected	or livelihood or to learn new skills. Vulnerable APs will be provided training programs to re-establish income and livelihood, and will be prioritized in employment generated by sub-projects.	given to all traders close to the shops, including Pola traders.
Loss of crops and trees	Titled APs (owners and leaseholders) losing crops and trees	Cash compensation will be paid for loss of crops at replacement cost. If sown or standing crops are affected, these will be compensated in cash at the value of matured crops, based on current market rates.  Compensation for loss of fruit trees will be at replacement cost based on the present income and crop bearing capacity. Other trees will be compensated at replacement cost based on the current market value of timber.	Not relevant to this project.
Loss of crops and trees	Non-titled APs losing crops and trees	Cash compensation will be paid for loss of crops at replacement cost. If sown or standing crops are affected, these will be compensated in cash at the value of matured crops, based on current market rates.  Compensation for loss of fruit trees will be at replacement cost based on the present income and crop bearing capacity. Other trees will be compensated at replacement cost based on the current market value of timber.	Not relevant to this project
Restoration of cultural/community structures	Communities affected	Restoration by contractors/LA or cash for rehabilitation/rebuilding of the affected common property and cultural structures from the LA.	Not relevant to this project.

#### **Annex IV: Proposed Structure of GRC**



**ANNEX: V**

**(Sample Land Donation Agreement)**

**Agreement for Granting of Servient Right**  
**Improvement of Hapana Meru Janapade Road**

This agreement for granting servient rights entered into on the thirtieth day of June 2010 between Hallawa Gedera Mohotti of Hapana Meru Janapade hereinafter referred to as the First Party and the Chairman of the Ganga Ihala Korale Pradesiya Sabhe hereinafter referred to as the Second Party including their heirs, executors, administrators, authorized nominees and beneficiaries.

The Second Party is implementing a Project reconstruct and improve the road system in the Ganga Ihala Korale Pradeshya Sabhe area through the Ministry of Local Government and Provincial council of the Central Province of the Democratic Socialist Republic of Sri Lanka through the Local Government Infrastructure Development Project with aid from the Asian Development Bank. For the construction of the aforesaid road system the Second Party has planned a roadway through land belonging to the First Party and more fully described in the schedule given below. In order to implement the aforesaid Project it has become necessary for the Second Party to enter into this agreement with the First Party.

Hallawe Gedare Mohotti of Hapana Meru Janapade described above as the First Party has acquired unencumbered ownership and possession of the block of land more fully described in the schedule given below by virtue of Deed No. **m/g/i/@k.385** attested for T.B. Ratnayake Notary Public on 30.05.1994. The Second Party will use a strip of land close to the boundary of the aforesaid land in the construction of the roadway. This agreement is signed while accepting the fact that the Second Party has a servient right to construct a road on a strip of land described in the schedule, to maintain such roadway and to protect it subject to the terms and conditions given below.

1. Implementation of the Project for Reconstruction and upgrading the Hapana Meru Janapade Road system by the Second Party on the land more fully described in the schedule below and belonging to the First Party.
2. The First Party accepts that the Second Party has the right of maintaining the Hapana Meru Janapade roadway constructed by concreting/tarring by the Second Party on land belonging to the First Party and described in the schedule given below.
3. The First Party accept that the Second Party has the right to repair and to clean whenever necessary the roadway so constructed.
4. The First Party accepts that in order to act according to clauses 02 and 03 above, the Second Party, its servants, representatives any authorized third party or company have the right to enter the land indicated in the schedule below.
5. The First Party should not carry out any action that may prevent or obstruct the parties mentioned in clause 04 to enter the land to act according to clauses 03 and 04 above. Both parties accept that the Second Party has a right to take legal action against the First Party in the event of the First Party causing any such obstruction.

6. Both parties agree that after the second party constructs the roadway on the land belonging to the First Party, such roadway becomes public property and in the event of the First Party causing any damage or destruction to the said roadway the Second Party has the absolute right to take institute action against the First Party.
7. In the event of the First Party deciding to sell, mortgage or alienate in any other way or sells, mortgages or alienates the aforesaid land to a third party he should do so subject to the conditions set out in this agreement and after making the third party aware of the servient right indicated in their agreement. Both parties agree that such alienation will bind the third party to the conditions in this agreement.
8. Both parties agree that in the event of an issue or dispute arising in respect of their agreement there should be correspondence under registered post.

In witness of this agreement both parties placed their signatures on this and two other documents with the same contents and date on the thirtieth of June in the year 2010 at the office of Ganga Ihala Korale Pradeshiya Sabhe.

Second Party

First Party

.....

A. Mahinda Alutgamage

Chairman

Ganga Ihala Korale Pradeshiya Sabhe

Kurunduwatta

Survey Plan No. mh/841 of 19.02.1973 prepared by W.S.D. Karunasena

Licensed Surveyer

Land Registry at Gampola in Kandy District in Central Province.

Only for the servitude right described above.

.....  
H.G. Mohotti

Witness:

We the witnesses declare that the two parties who signed this agreement are well known to us and that we know their full names occupations and addresses.

1) Sgd. Illegibly

.....

2) Sgd. Illegibly

Notary Public

Attorney at Law, Notary Public

Commissioner of Oath

50/D, Court Road, Gampola.